STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 2	10/01/15
BUSINESS UNIT	BUYER
9000	WALTERS, JASON E

VENDOR NUMBER: 1277276

VENDOR ADDRESS:

US BANK, NA
OM-NE-LT9
233 S 13TH ST
LINCOLN NE 68508-2017

CONTRACT NUMBER
68856 O4

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

OCTOBER 01, 2015 THROUGH SEPTEMBER 30, 2020

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

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

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	BRANDED STORED VALUE CARDS NC PRE-PAID DEBIT	1.0000	EA	0.0000	0.00
	Total Order				**0.00**

R43500:N:SK0001 100511

STATE OF NEBRASKA

Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.html

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

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

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

Revised: 08/2004

FIRST AMENDMENT TO ADDENDUM ONE OF CONTRACT NUMBER 68856 O4

This First Amendment to Addendum One of Contract Number 68856 O4 is entered effective the 19th day of November, 2015 ("First Amendment") between U.S. Bank National Association, a national banking association ("U.S. Bank"), and the State of Nebraska, through the Nebraska State Treasurer ("State").

WHEREAS, the parties entered into a Contract Number 68856 O4 and a corresponding Addendum One effective October 1, 2015 (collectively, as it may be amended, the "Contract"); and

WHEREAS, the parties now desire to amend the Contract, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. Defined terms contained herein shall have the meanings set forth in the Contract.

2. The Attachments attached to this First Amendment are hereby executed and are hereby incorporated as attachments to the First Addendum of the Contract.

3. Except as specifically set forth in this First Amendment, the terms and conditions of the Contract shall continue in full force and effect.

4. This First Amendment, and any previous amendments, shall be effective as of the date set forth above.

5. The Contract, as amended by this First Amendment, embodies the entire Contract and understanding between the parties hereto, and supersedes and has merged into it all prior oral and written agreements, on the same subjects by and between the parties hereto with the effect that this First Amendment shall control with respect to the specific subjects hereof and thereof.

6. This First Amendment shall be governed by and construed in accordance with the laws of the State of Nebraska.

7. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts of this First Amendment when taken together, shall constitute one and the same.

(the signature page follows.)

IN WITNESS WHEREOF, this First Amendment has been executed by the parties hereto to be effective as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: Anthony Vuoto

Name: ANTHONY VUOTO

Title: EVP

Date: 11/20/15

NEBRASKA STATE TREASURER

By: Don Stenberg

Name: Don Stenberg

Title: State Treasurer

Date: Nov. 24, 2015

ATTACHMENT 1

RELIACARD

For avoidance of doubt, each Article, Section, Sub-section and Exhibit reference in this Attachment 1 shall mean and be a reference to the applicable Article, Section, Sub-section and Exhibit contained in this Attachment 1.

ARTICLE I. DEFINITIONS

For the purposes of this Attachment 1 and except as otherwise specifically set forth in this Agreement, the following terms are defined as follows:

"Account" means a prepaid debit card account funded through periodic deposits made by the State and accessible through the use of a prepaid debit card issued and serviced by U.S. Bank.

"Account Representative(s)" has the meaning provided in Section 5.3.

"Card" means a prepaid debit product which operates off of a centralized funds pool with an individual account set up for each participating Cardholder and which bears U.S. Bank Marks and Visa Service Marks or MasterCard Marks.

"Cardholder" means a person who receives Disbursements from the State and who requests and receives a Card.

"Disbursement" means funds deposited onto the Card by the State.

"Load Value" means the dollar value to be loaded onto a Cardholder's Account based on the Cardholder's Disbursement amount, as determined by State.

"Program" means the program between U.S. Bank and the State for the issuance of Cards to Cardholders, according to the terms of this Agreement.

"Program manager" means the primary contact from U. S. Bank and the State Treasurer's office overseeing the functionality of the programs.

Other terms defined in this Agreement will have the meanings set forth in the contexts of use.

ARTICLE II. [RESERVED]

ARTICLE III. [RESERVED]

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) The State will offer to payment recipients the option of receiving a prepaid debit card as a means of receiving their payments, if the guidelines of the Program fit the needs of the State and exclude the EBT program with the Department of Health & Human Services. U.S. Bank will offer Cards to payment recipients following receipt of payment recipient requests for the issuance of a Card and following U.S. Bank's review and processing in accordance with U.S.

Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will place a Card in the mail to a payment recipient who has requested a Card no later than two (2) Business Days following U.S. Bank's receipt of complete and accurate information from the State.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this Section, subsequent transmission of Load Value will be rejected and a report will be generated confirming such rejection. U.S. Bank will notify the State in writing of any actions taken pursuant to this Section within two (2) Business Days.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will continue to provide the current program card designs in existence on the date of this Agreement at no cost to the State. Each Card will bear the U.S. Bank Marks and the marks of the appropriate National Associations.

(b) U.S. Bank will bear the expense of manufacturing the Cards issued to the Cardholders. U.S. Bank and the State must agree that a special or custom Card design is required and will jointly approve the design.

4.3 Design of Statements and Card Carriers.

(a) U.S. Bank will produce Account statements and Card carriers, subject to applicable law and the regulations of applicable National Associations using a design created by U.S. Bank and approved by the State.

(b) U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card carriers; provided, that the State will bear any additional manufacturing, printing or operating expense incurred as result of redesign of the statements and Card carriers requested by the State, unless both U.S. Bank and the State agree in writing that a redesign is necessary.

(c) U.S. Bank is responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with Cards. U.S. Bank may in its sole discretion provide either electronic statements available on the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth in Exhibit 1-A, including without limitation, Account set-up, Card plastic issuance, statement rendering, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, Disbursement deposit reload processing, interaction with the National Association's system, computer processing, and collections. U.S. Bank is not responsible for any determination of the amount to be paid to each Cardholder with respect to such Cardholder's Disbursement amount.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to cooperate with the State in servicing of Cardholder inquiries and complaints arising in connection with Cards and other aspects of the Program, in accordance with U.S. Bank's established customer service procedures and applicable law.

4.6 Additional Card Features. Without limiting the generality of any other provision of this Agreement, U.S. Bank reserves the right to offer Cardholders optional, additional U.S. Bank-fulfilled and/or third-party-fulfilled features and functionalities tied to the Card and Accounts. These features and functionalities may include, without limitation, savings sub-account, reward features, reload networks, government-benefit-interface, remote check capture and bill payment features. Cardholders may be charged fees in connection with such optional features and functionalities, in addition to other fees described in this Agreement.

4.7 Provision of Program Information.

(a) U.S. Bank shall provide information to the State for each month in which Cards are issued and outstanding, including but not limited to load verification reports.

(b) Any and all information the State receives under this Section shall be maintained in the strictest confidence and shall not be disclosed to any third party whatsoever by the State or any of its affiliates, employees or agents without the express written consent of U.S. Bank, and shall be proprietary and Confidential Information of U.S. Bank. Such information shall be used by the State in connection with the Program; provided, that information provided pursuant to this Section may be used by the State for business purposes so long as the State does not use such information in connection with any agreement with, or promotion or marketing of any products of, any other financial institution, including, without limitation, any commercial bank, savings institution or credit union.

(c) Nothing contained herein shall obligate U.S. Bank to provide any information to the State in violation of applicable law or regulation, of any National Association's rules, or of U.S. Bank's privacy policies. If U.S. Bank, in reliance upon the reasoned opinion of counsel, concludes that continued sharing of information as contemplated hereby would expose it to the risk of liability, whether in the nature of actual liability for violations or the cost of defense against claims, U.S. Bank may refuse to continue to share such information unless it shall first be indemnified to its satisfaction against any and all liability that may be incurred by it by reason of sharing of such information. As soon as reasonably practicable following any determination by U.S. Bank to cease sharing information with the State, U.S. Bank shall notify the State of such determination and provide information explaining the basis for such determination.

ARTICLE V. RESPONSIBILITIES OF THE STATE

In addition to its responsibilities set forth herein and in Exhibit 1-A, the State shall have the following responsibilities in furtherance of the Program:

5.1 Enrollment of Payment Recipients. The State will ensure that all prospective cardholders and Cardholders enrolled in the Program are bona fide payment recipients of the State. For the purposes of the previous clause, a payment recipient's relative or associate allowed by the State to have a Card will not be deemed as a payment recipient. The State understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, the State understands that all prospective cardholders or Cardholders that do not pass the initial or ongoing verification and OFAC

screening will be denied a Card. The denial of a Card to a payment recipient under any circumstances may not be a cause for termination of this Agreement or the Program by the State.

5.2 The State Marketing Responsibilities by the State. U.S. Bank will design and produce marketing materials for the Program with the State of Nebraska's approval. The State will arrange for and coordinate the marketing and promotion of the availability of Cards to its payment recipients, through self-mailers, flyers, check inserts, or other means available. The State will not distribute any such marketing or promotional material unless such material has been reviewed and approved by U.S. Bank prior to distribution to its payment recipients.

5.3 Transmission of Load Values and Account Representatives. The State will transmit to U.S. Bank the amount to be loaded onto each Cardholder's Account via the ACH system, with amounts sufficient to cover each Cardholder's Load Value. Such transmission will be made only by authorized State authorized employees ("Account Representatives"). The State agrees to provide complete and accurate information to U.S. Bank. The Account Representatives will be responsible for the initial transmission of Load Values and any changes to the amount to be loaded in to any Account after the initial transmission of the determined amount for a given Account.

ARTICLE VI. [RESERVED]

ARTICLE VII. EXCLUSIVITY

U.S. Bank has the exclusive right to issue prepaid debit cards for the purpose of providing Disbursements to the State's payment recipients, as long as the Program guidelines fit the needs of the State agency. The State agrees that, during the term of this Agreement, the State shall not be a party to any agreement with any issuer of payment pay cards, prepaid cards, or debit cards for the purpose of disbursing payments to payment recipients or the functional equivalent thereof. Further, the State agrees, during the term of this Agreement, not to share its payment recipient list with any third party (except for third parties or vendors designated by U.S. Bank) for the purpose of soliciting payment recipients for a payment pay card, prepaid card, or debit card or related account. The State covenants that it will ensure that any subsidiary or affiliate of the State complies with this Article 7.

ARTICLE VIII. [RESERVED]

ARTICLE IX. COMPLIANCE

Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws and regulations applicable to its activities under this Agreement. Each party understands and agrees that it shall be responsible for its own compliance with applicable law and the costs associated therewith. The State has the sole responsibility to determine if the intended use of the Program, to include the State's selection of system options and programming to dispense funds or payments, is an appropriate way to dispense such funds, and to determine if there exists any applicable federal, state, or local law, regulation, rule, or ordinance that prohibits or otherwise controls the disbursement of such funds using a prepaid or stored value card.

ARTICLE X. [RESERVED]

ARTICLE XI. [RESERVED]

ARTICLE XII. POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement or the Program, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder names, addresses, telephone numbers and other Cardholder and Account identifying information. Without limitation of the foregoing, upon and following termination of this Agreement or the Program, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to applicable law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement or the Program, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have the use of State Marks as provided in this Agreement for six (6) months following termination of this Agreement or the Program to provide U.S. Bank sufficient time to replace all statements and other documentation relating to the Program. U.S. Bank will have six (6) months following termination of this Agreement or the Program where it may continue to re-issue State branded cards to Cardholders whose Cards are lost or stolen or who request additional Cards. After the six (6) month wind down period, U.S. Bank will issue non-State branded cards for any lost or stolen cards or additional cards under the Program. Notwithstanding the foregoing, the State understands and agrees that U.S. Bank will have no obligation to replace any Cards (which contain State Marks) that were previously issued to Cardholders prior to the natural expiration date of such Cards, except for any Cards that are replaced prior to their natural expiration date due to lost or stolen reasons or unless U.S. Bank otherwise chooses to replace all such Cards.

EXHIBIT 1-A
RELIACARD PROGRAM DESCRIPTION

Core Elements
The Program will have the following core elements:

- The Card will be National Association-branded, following all National Association "Prepaid Debit Card" regulations and program guidelines
- MCC code blocks will be completed in accordance with the terms and conditions of this Agreement. For avoidance of doubt, State may not require that U.S. Bank impose MCC code blocks under this Attachment.
- The Card will have ATM access at National Association-enabled ATMs
- The Card will have point-of-sale access through the National Association network
- The Card may carry both State's and U.S. Bank's name and/or marks

U.S. Bank Operational Responsibilities
U.S. Bank shall be specifically responsible for the following operational issues:

- Cardholder transactions and statements will be available via a designated web site
- 24/7 Voice Response Unit access to Cardholders will be available via a dedicated toll free telephone number. Core features will include: lost/stolen account reporting, remaining account balance, last load amount and recent transactions
- Live customer service agents will be available 24 hours per day, 7 days per week to service Cardholders via a dedicated toll free telephone number
- A program manager for the Program will be assigned at U.S. Bank

State Operational Responsibilities
The State shall be specifically responsible for the following operational issues:

- The State will open all new Accounts via a secure URL or batch enrollment process
- The State will transmit Load Values as required to U.S. Bank or a designated third party
- A program manager for the Program will be assigned by the State, along with an Account Representative for each State program.

EXHIBIT 1-B
FEES

	Fee
CLIENT	
Program Implementation Fee	$0.00
Marketing Materials	$0.00
Monthly Account Maintenance Fee	$0.00
New Account Enrollment Fee	$0.00
CARDHOLDERS	
Monthly Account Maintenance Fee	$0.00
Point of Sale Fees	
VISA Signature-Based POS Transactions	$0.00
Interlink PIN-Based POS Transactions	$0.00
Cash Back with Purchase at Participating Interlink Merchants	$0.00
Cash Withdrawal Fees	
Withdrawals at U.S. Bank and MoneyPass-branded ATMs	$0.00
Withdrawals at non-U.S. Bank and non-MoneyPass-branded ATMs (ATM owner may levy a fee to the cardholder)	ONE (1) Free per month then $1.00
Withdrawals at any International ATM	$3.00
Teller-Based Cash Withdrawals (at any VISA bank, not limited to U.S. Bank	$0.00
Customer Service and Miscellaneous Fees	
Customer Service – Live Rep, Online & Automated Phone Access (unlimited)	$0.00
Paper Statement Fees (if requested)	$0.00
Monthly Inactivity Fee (Following 365 days of inactivity)	$1.00
ATM Balance Inquiries– U.S. Bank and MoneyPass ATMs	$0.00
ATM Balance Inquiries - – Non -U.S. Bank and MoneyPass ATMs	$0.00
ATM Balance Inquiry – At any International ATM	$1.00
ATM Withdrawal Declines – At Any ATM Terminal	$0.00
Online Card-to-Account Transfer	$2.00
Standard Card Replacement	$0.00
Expedited Card Replacement	$15.00
E-Mail Alert and Zero Balance and Negative Balance Text Message Alert*	$0.00
Text Message Alerts*-- Address Change, Funds Added and Low Balance Mobile Banking Transactions* -- Balance Inquiry and Mini-Statement *Standard messaging charges may apply through cardholder's mobile carrier and message frequency depends on account settings.	$0.00 $0.00
Bill Pay Request	$0.00
International foreign transaction fee	0%

ATTACHMENT 3
COMMUNITY CENTER (WORK RELEASE)

For avoidance of doubt, each Article, Section, Sub-section and Exhibit reference in this Attachment 3 shall mean and be a reference to the applicable Article, Section, Sub-section and Exhibit contained in this Attachment 3.

ARTICLE I. DEFINITIONS

For the purposes of this Attachment 3 and except as otherwise specifically set forth in this Agreement, the following terms are defined as follows:

"Account" shall mean a prepaid card account funded for a Cardholder by State which is accessible through the use of a prepaid card issued and serviced by U.S. Bank.

"Card" shall mean a prepaid payment product which operates off of a centralized funds pool with an individual account set up for each Cardholder and which bears the U.S. Bank Trademarks and the Visa Service Marks and State Marks or the U.S. Bank Trademarks and the MasterCard Service Marks and State Marks.

"Card Program" or "Program" shall mean the marketing, issuing and servicing of Cards pursuant to this Agreement.

"Cardholder" shall mean an inmate of the State participating in a work-release program who requests and receives a Card.

"Deposit Amount" shall mean the dollar value to be loaded onto a Cardholder's Account.

"NDCS" shall mean the Nebraska Department of Correctional Services, an agency of the State.

"State Representative" or "Representative" shall mean an authorized individual or representative of State.

"Total Deposit" shall mean the Deposit Amount.

Other terms defined herein shall have the meanings set forth in the contexts of use.

ARTICLE II. CARD PROGRAM

U.S. Bank and the State agree to participate in the Card Program, which shall include the following elements, with respect to which the parties shall have various rights and responsibilities pursuant to the terms of this Agreement: production of Program materials, marketing or promotion of the Program, Card issuance, Account initiation and funding, and Card processing and administration.

ARTICLE III. [RESERVED]

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance; Usage.

(a) U.S. Bank will issue Cards to Cardholders following the State's request for the issuance of a Card and following U.S. Bank's review and processing in accordance with U.S. Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will place a Card in the mail addressed to a Cardholder at the applicable State location no later than two (2) Business Days following U.S. Bank's receipt of complete and accurate information from the State. Cardholders who receive the Cards will receive them from the NDCS staff in a ready to activate status. U.S. Bank shall ensure each such Card may continue to be used for such purpose until Card expiration (a minimum 120 days from issuance) or depletion of funds on the Card. U.S. Bank will record the issuance of each Card and track Card issuance, usage, fee collection, and closure.

(b) Cards will be mailed directly to the State, who will be responsible for the security and distribution of Cards to Cardholders.

(c) To the extent possible, U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent Card use and other Account activity that has the potential of exposing U.S. Bank to financial loss or regulatory risk. U.S. Bank reserves the right to take any necessary actions, including Account closure and/or Card deactivation, to stop such activity on the Account.

4.2 Design of Cards, Card Carriers, and Marketing Materials.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and mailing Cards.

(b) U.S. Bank will produce the Card carriers and other Card packaging, and terms and conditions/disclosures. All such materials will bear a design created by U.S. Bank and approved by the State and the NDCS. Any Program advertising materials produced by the State shall be subject to U.S. Bank's prior written approval, which approval shall not be unreasonably withheld or delayed.

4.3 Reporting to Cardholders. U.S. Bank shall provide to Cardholders and NDCS (upon Cardholder or NDCS request) information regarding such Cardholder's Card or Account, including the initial Deposit Amount, transactions that have occurred, and balance remaining. For Cardholders, such information will be provided via paper statements and through an IVR system and live customer service representatives. For NDCS, such information will be provided via the internet.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth herein, including those set forth on Exhibit 3-A and including without limitation, Account set-up, plastic issuance, Account reconciliation, Cardholder telephone inquiries, chargeback processing, interaction with the National Association's processing system, and computer processing and collections. In review of such applicable law, should U.S. Bank find that the issuance of Cards in any particular state could be detrimental to the overall success of the Program, or that the issuance of such Cards in any particular region or state might violate existing or future applicable law, U.S. Bank will notify the State of such findings, and retain the right to cease or prevent the issuance of Cards in that state or region. Should U.S. Bank decide to cease issuing Cards in a particular state or region, U.S. Bank will so notify the State and the State shall, within ten (10) Business Days (unless the parties agree to a different time period in writing), cease allowing the issuance of Cards in that particular area. State shall work with U.S. Bank to remove all advertising for the Cards at the locations where Cards will no longer be issued. Further, the State agrees to notify U.S. Bank of any

intention to issue Cards in a new state or region at least ninety (90) days prior to the preferred time of issuance so that all laws can be reviewed.

4.5 Provision of Program Information.

(a) U.S. Bank shall provide information to the State for each month in which Cards are issued and outstanding, including but not limited to reports by location and load verification reports and certain Card transaction information.

(b) Any and all information the State receives under this Section 4.5 shall be maintained in the strictest confidence and shall not be disclosed to any third party whatsoever by the State or any of its affiliates, employees or agents without the express written consent of U.S. Bank, and shall be proprietary and Confidential Information of U.S. Bank. Such information shall be used by the State in connection with the Program; provided, that information provided pursuant to Section 4.5(a) (excluding Card transactional information) may be used by the State for business purposes so long as the State does not use such information in connection with any agreement with, or promotion or marketing of any products of, any other financial institution, including, without limitation, any commercial bank, savings institution or credit union.

(c) Nothing contained herein shall obligate U.S. Bank to provide any information to the State in violation of applicable law or regulation, of any National Association's rules, or of U.S. Bank's privacy policies. If U.S. Bank, in reliance upon the reasoned opinion of counsel, concludes that continued sharing of information as contemplated hereby would expose it to the risk of liability, whether in the nature of actual liability for violations or the cost of defense against claims, U.S. Bank may refuse to continue to share such information unless it shall first be indemnified to its satisfaction against any and all liability that may be incurred by it by reason of sharing of such information. As soon as reasonably practicable following any determination by U.S. Bank to cease sharing information with the State, U.S. Bank shall notify the State of such determination and provide information explaining the basis for such determination.

4.6 U.S. Bank Customer Service. U.S. Bank shall maintain an adequate trained staff to cooperate with the State in servicing of the State, Cardholders and NDCS staff inquiries and complaints arising in connection with Cards and other aspects of the Program, in accordance with Exhibit 3-A, U.S. Bank's established customer service procedures and applicable law.

4.7 Settlement. The State shall utilize a good funds method of settlement, mutually acceptable to U.S. Bank and the State, which requires the State to ensure delivery to U.S. Bank of immediately available funds prior to the loading of any Card. The State may reverse any Total Deposit loaded onto a Card in error, provided that sufficient funds are still available on the applicable Card. The State will be responsible for all applicable Total Deposit amounts, including those made in error. U.S. Bank will not assist the State in any collection efforts with respect to any Total Deposit or Card for which reversals cannot be completed by the State.

ARTICLE V. RESPONSIBILITIES OF STATE

In addition to its other responsibilities set forth in this Agreement and Exhibits 3-A and 3-B, the State shall have the following responsibilities in furtherance of the Program:

5.1 Marketing and Training Responsibilities. The State shall arrange for and engage in the issuance of the Cards through Program and promotional materials and other means available. The State

will not distribute any such Program or promotional material unless such material has been created by, or reviewed and approved by, U.S. Bank prior to its distribution. The State will be responsible for identifying the appropriate State locations that will receive and distribute the Cards. The State shall sufficiently train State Representatives in connection with the Program so that State Representatives are able to properly operate the Program and answer questions regarding the Card and the Program. U.S. Bank shall provide the State with initial training and a support number they may call for assistance regarding Program questions. With respect to training on the use of equipment, the State is solely responsible for training State Representatives on the use of such equipment so that State may properly perform the functions contemplated by this Agreement.

5.2 Cardholder Enrollment. The State will comply with the Cardholder enrollment process as defined by U.S. Bank. At the time of each Card enrollment, the State will provide U.S. Bank with the Cardholder enrollment information required and described in Exhibit 3-A. The State will provide such information to U.S. Bank in a format designated by U.S. Bank. Data entry of information shall be made only by a State Representative. The State shall be liable for errors in transmission made by all State employees and its State Representatives. The State will only enroll Cardholders that are physically present at a bona fide State location at the time of enrollment unless otherwise agreed to in advance and in writing by U.S. Bank. After completing enrollment and receiving the Card by mail, the State will give the Cardholder the Card and all U.S. Bank designated disclosure documents. The State understands that all prospective cardholders or Cardholders that do not pass the initial or ongoing verification and OFAC screening will be denied a Card. The denial of a Card to a prospective cardholder under any circumstances may not be a cause for termination of this Agreement by the State. The State understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements.

5.3 Card Security and Inventory Control. Whenever Cards are in the State's possession, the State shall provide Card security and inventory control in accordance with National Association guidelines and U.S. Bank's requirements as modified by U.S. Bank from time to time. The State shall bear all risk of loss and any associated liability for lost or stolen Cards under its control. The State must permit U.S. Bank to monitor and/or audit the State's compliance with this Section during regular business hours upon not less than 48 hours' notice to the State and provide U.S. Bank copies of any applicable audits and test results acquired by the State in relation to this Section.

ARTICLE VI. [RESERVED]

ARTICLE VII. [RESERVED]

ARTICLE VIII. [RESERVED]

ARTICLE IX. COMPLIANCE

Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws and regulations applicable to its activities under this Agreement (including such laws and regulations brought to one party's attention by the other). Each party understands and agrees that it shall be responsible for its own compliance with applicable law and the costs associated therewith. The State has the sole responsibility to determine if its intended participation in the Program is appropriate and to determine if any applicable federal, state, or local law, regulation, rule, or ordinance exists that prohibits the State's participation in this type of a Program.

ARTICLE X. DATA SECURITY

10.1 Data Security Policy and Procedures. Both parties shall establish data security policies and procedures to ensure compliance with this section and that are designed to (a) ensure the security and confidentiality of Cardholder Data; (b) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (c) protect against unauthorized access to or uses of Cardholder Data that could result in substantial harm or inconvenience to any Cardholder. In the event a party becomes aware of any unauthorized access to any sensitive Cardholder Data, such party shall take appropriate actions to address such unauthorized access, including but not limited to promptly notifying the other party of any such incident. The term "Cardholder Data" means personally identifiable data about Cardholders (i.e. the plastic Card number, Card expiration date in combination with the plastic Card number, Cardholder name in combination with the plastic Card number, track data/magnetic stripe, verification numbers CVV2, CVC2, CID, and PIN Block).

(a) Each party shall at all times comply with the Payment Card Industry Data Security Standard Requirements ("PCI Data Security Standards") for Cardholder Data, as they may be amended from time to time. The current PCI Data Security Standards are available from U.S. Bank upon request. A party's failure to comply with PCI Data Security Standards may result in fines and penalties. Each party is fully liable for and shall indemnify, defend and hold the other party harmless from any fines or penalties imposed on such party due to the indemnifying party's lack of compliance with PCI Data Security Standards. Each party's compliance with the PCI Data Security Standards expressly survives termination of this Agreement and the Program.

(b) Cardholder Data may only be used for enrollment or as required by applicable law. Each party shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster or failure of such party's primary data systems. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.

(c) If there is a breach or intrusion of, or otherwise unauthorized access to, Cardholder Data, the party that first becomes aware of such incident shall as soon as reasonably practical notify the other party, in the manner required by the PCI Data Security Standards, and provide the National Association and its respective designees access to such party's facilities and all pertinent records to conduct an audit of such party's compliance with the PCI Data Security Standards. Such party shall fully cooperate with any audits of its facilities and records provided for in this paragraph.

10.2 Monitoring. State must permit U.S. Bank to monitor and/or audit State's compliance with this Article during regular business hours upon not less than 48 hours' notice to State and provide U.S. Bank copies of audits and system test results acquired by State in relation to the data security policies and procedures designed to meet the requirements set forth above.

ARTICLE XI [RESERVED]

ARTICLE XII. [RESERVED]

ARTICLE XIII. POST-TERMINATION PROVISIONS

Following termination of this Agreement or the Program, U.S. Bank will not accept State's request to issue a Card and the State will collect all Cards from Cardholders. Additionally, the State must immediately return to U.S. Bank all marketing collateral and Cards in its possession.

Exhibit 3-A
Program Description

Core Elements
The Program shall be offered by U.S. Bank with the following core elements:

1. The Card shall be a National Association-branded card, following all National Association regulations and program guidelines.
2. Card will be issued by Elan Financial Services.
3. The Card will be accepted at any location that accepts the National Association mark(s) displayed on the Card (with exception of MCC codes already blocked on the date hereof and subsequently blocked at the direction of the State).
4. Issued Cards will have PIN / ATM / Cash Access permitted, subject to the restrictions set forth below. Cards are eligible for reloads.
5. State will not charge a load fee.
6. Cardholder information required for initial enrollment in this program is, at a minimum, First Name, Last Name, Date of Birth, Address.
7. Transactional restrictions for Cards include:
   One (1) ATM withdrawal per day not to exceed $40 per day
   Five (5) PIN Based Point of Sale (POS) transactions per day not to exceed $300 in total per day
   Five (5) Signature Based POS transactions per day not to exceed $300 in total per day
   No withdrawals of cash at a bank via a teller

U.S. Bank Operational Responsibilities
U.S. Bank shall:

1. Provide initial telephone web conference training (train the trainer) of the designated State Representative.
2. U.S. Bank will mail Cards and all necessary packaging material to State locations to support the delivery of Cards to the Cardholders at the agreed upon cost.
3. Provide access to the Web Application, a Web Site needed to participate in the Program.
4. Set up Accounts, process chargebacks in accordance with the rules of the National Associations and provide all related computer processing.
5. Manage the account settlement for both loading of value to the Cards and the processing/settlement of transactions performed on the Cards through the National Associations.
6. Make Cardholder transactions viewable by Cardholders via a designated web site.

7. Provide a Voice Response Unit accessible by Cardholders twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number, with features that include: lost/stolen account reporting, remaining account balance, load amount and recent transactions.
8. Provide live customer service agents, this will be twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number.
9. Designate and identify to State a U.S. Bank program manager for the Program who shall be the primary point of contact for State.

State Operational Responsibilities

State shall:

1. Actively promote the Card to State Representatives and potential recipients.
2. Assist in the initial and ongoing training of State Representatives.
3. With respect to any Cards in the possession of the State, follow Card security procedures utilizing the system/software and procedures provided by U.S. Bank.
4. Enroll all Cardholders in the Card Program, and if applicable to program reload cards following the enrollment/data entry procedures and system/software provided by U.S. Bank.
5. Present all enrollment and disclosure materials to the Cardholder following the procedures for doing so provided to State by U.S. Bank.
6. Transmit load values via good funds method of settlement, acceptable to U.S. Bank.
7. Designate and identify to us a program manager for the Program who shall be the primary point of contact for U.S. Bank.

Exhibit 3-B
Fees

	Fee
CLIENT	
Program Implementation Fee	$0.00
Marketing Materials	$0.00
Monthly Account Maintenance Fee	$0.00
New Account Enrollment Fee	$0.00
CARDHOLDERS	
Monthly Account Maintenance Fee	$0.00
Point of Sale Fees	
VISA Signature-Based POS Transactions	$0.00
Interlink PIN-Based POS Transactions	$0.00
Cash Back with Purchase at Participating Interlink Merchants	$0.00
Cash Withdrawal Fees	
Withdrawals at U.S. Bank and MoneyPass-branded ATMs	$0.00
Withdrawals at non-U.S. Bank and non-MoneyPass-branded ATMs (ATM owner may levy a fee to the cardholder)	ONE (1) Free per month then $1.25
Withdrawals at any International ATM	$3.00
Teller-Based Cash Withdrawals (at any VISA bank, not limited to U.S. Bank)	$0.00
Customer Service and Miscellaneous Fees	
Customer Service – Live Rep, Online & Automated Phone Access (unlimited)	$0.00
Paper Statement Fees (if requested)	$2.00
Monthly Inactivity Fee (Following 270 days of inactivity)	$2.00
ATM Balance Inquiries– U.S. Bank and MoneyPass ATMs	$0.00
ATM Balance Inquiries - – Non -U.S. Bank and MoneyPass ATMs	$1.00
ATM Balance Inquiry – At any International ATM	$2.00
ATM Withdrawal Declines – At Any ATM Terminal	$0.00
Standard Card Replacement	$5.00
Expedited Card Replacement	$15.00
E-Mail Alert and Zero Balance and Negative Balance Text Message Alert*	$0.00
Text Message Alerts*-- Address Change, Funds Added and Low Balance Mobile Banking Transactions* -- Balance Inquiry and Mini-Statement *Standard messaging charges may apply through cardholder's mobile carrier and message frequency depends on account settings.	$0.00 $0.00
International transactions are subject to 3% foreign transaction fee	3% of transaction amount

ATTACHMENT 2

PAYROLL CARDS

For avoidance of doubt, each Article, Section, Sub-section and Exhibit reference in this Attachment 2 shall mean and be a reference to the applicable Article, Section, Sub-section and Exhibit contained in this Attachment 2.

ARTICLE I. DEFINITIONS

For the purposes of this Attachment 2 and except as otherwise specifically set forth in this Agreement, the following terms are defined as follows:

"Account" means a prepaid debit card account funded through periodic deposits made by the State and accessible through the use of a prepaid debit card issued and serviced by U.S. Bank.

"Account Representative(s)" has the meaning provided in Section 5.3.

"Card" means a prepaid debit product which operates off of a centralized funds pool with an individual account set up for each participating Cardholder and which bears U.S. Bank Marks and Visa Service Marks or U.S. Bank Marks and MasterCard Marks, and includes, without limitation, the FII Cards (notwithstanding the foregoing, to the extent there is conflict in terms with respect to FII Cards, the terms referring to "FII Cards" shall control over the terms referring to "Cards").

"Cardholder" means a person who receives Disbursements from the State and who requests and receives a Card.

"Deposit Amount" means the dollar value to be loaded onto an FII Cardholder's Account.

"Disbursement" means payroll funds deposited onto the Card by the State.

"FII Card" also referred to as "Focus Instant Issue Card" means a non-personalized payroll instant issue Card issued pursuant to the FII Program.

"FII Cardholder" means a person who receives an FII Card through the FII Program.

"FII Program" means the program between U.S. Bank and the State for the issuance of FII Cards to FII Cardholders, according to the terms of this Agreement.

"Load Value" means the dollar value to be loaded onto a Cardholder's Account based on the Cardholder's Disbursement amount, as determined by the State.

"Program" means the program between U.S. Bank and the State for the issuance of Cards to Cardholders, according to the terms of this Agreement.

"Total Deposit" means the Deposit Amount.

Other terms defined in this Agreement will have the meanings set forth in the contexts of use.

ARTICLE II. [RESERVED]

ARTICLE III. [RESERVED]

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) The State will offer to employees the option of receiving a prepaid debit card as a means of receiving their net payroll deposits. U.S. Bank will offer Cards to employees following the State's receipt of employee requests for the issuance of a Card and following U.S. Bank's review and processing in accordance with U.S. Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will place a Card in the mail to an employee who has requested a Card no later than two (2) Business Days following U.S. Bank's receipt of complete and accurate information from the State (for avoidance of doubt, FII Cards are issued on a near-instantaneous basis by the State, as described below).

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this Section, subsequent transmission of Load Value will be rejected and a report will be generated confirming such rejection. U.S. Bank will notify the State in writing of any actions taken pursuant to this Section within two (2) Business Days.

(c) Subject to the terms set forth in Exhibit 2-B, with respect to FII Cards, U.S. Bank shall provide the State with access to a web interface to permit the State to enroll, register and load FII Cards on a near-instantaneous basis for distribution to FII Cardholders. FII Cardholders who receive FII Cards shall receive them from the State in a pre-activated status or ready to activate status with funds loaded by the State (for avoidance of doubt, FII Cards may be funded on a delayed basis in State's discretion). U.S. Bank shall ensure each such FII Card may continue to be used for such purpose until FII Card expiration or depletion of funds on the FII Card. U.S. Bank shall record the issuance of each FII Card and track FII Card issuance, usage, fee collection and closure. FII Card inventory shall be distributed to the State who shall be responsible for the security and distribution of FII Cards. With respect to any FII Card, upon the request of the applicable Cardholder, U.S. Bank will issue to such Cardholder a non-FII Card as a replacement. The FII Card being replaced will remain active until the Cardholder activates the replacement non-FII Card. The replacement non-FII Card (i) will access the same Account tied to such FII Card, (ii) will be personalized and (iii) will be subject to the same terms and conditions as any other non-FII Card issued under this Agreement.

(d) In the State's discretion, the State may decide to offer only FII Cards to Cardholders or may offer no FII Cards at all or the State may offer both non-FII Cards and FII Cards.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate National Associations.

(b) U.S. Bank will bear the expense of manufacturing Cards issued to Cardholders.

4.3 Design of Statements and Card Carriers.

(a) U.S. Bank will produce Account statements and Card carriers, subject to applicable law and the regulations of applicable National Associations using a design created by U.S. Bank and approved by the the State.

(b) U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card carriers.

(c) U.S. Bank is responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with Cards. U.S. Bank may in its sole discretion provide either electronic statements available on the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth in Exhibit 2-A and including without limitation, Account set-up, Card plastic issuance, statement rendering, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, Disbursement deposit reload processing, interaction with the National Association's system, computer processing, and collections. U.S. Bank is not responsible for any determination of the amount to be paid to each Cardholder with respect to such Cardholder's Disbursement amount.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to cooperate with the State in servicing of Cardholder inquiries and complaints arising in connection with Cards and other aspects of the Program, in accordance with U.S. Bank's established customer service procedures and applicable law.

4.6 Additional Card Features. Without limiting the generality of any other provision of this Agreement, U.S. Bank reserves the right to offer Cardholders optional, additional U.S. Bank-fulfilled and/or third-party-fulfilled features and functionalities tied to the Card and Accounts. These features and functionalities may include, without limitation, savings sub-account, reward features, reload networks, government-benefit-interface, remote check capture and bill payment features. Cardholders may be charged fees in connection with such optional features and functionalities, in addition to other fees described in this Agreement.

4.7 FII Card Settlement. The State shall utilize a good funds method of settlement, acceptable to Bank, which requires the State to ensure delivery to U.S. Bank of immediately available funds prior to registering or loading any FII Card. The State may reverse any Total Deposit loaded onto an FII Card in error through the U.S. Bank-provided portal, provided that sufficient funds are still available on the applicable FII Card. The State will be responsible for all applicable Total Deposit amounts, including those made in error. U.S. Bank will not assist the State in any collection efforts with respect to any Total Deposit or FII Card for which reversals cannot be completed by the State.

4.8 Provision of Program Information.

(a) U.S. Bank shall provide information to the State for each month in which Cards are issued and outstanding, including but not limited to load verification reports.

(b) Any and all information the State receives under this Section shall be maintained in the strictest confidence and shall not be disclosed to any third party whatsoever by the State or any of its affiliates, employees or agents without the express written consent of U.S. Bank, and shall be proprietary and Confidential Information of U.S. Bank. Such information shall be used by the State in connection with the Program; provided, that information provided pursuant to this Section may be used by the State for business purposes so long as the State does not use such information in connection with any agreement with, or promotion or marketing of any products of, any other financial institution.

(c) Nothing contained herein shall obligate U.S. Bank to provide any information to the State in violation of applicable law or regulation, of any National Association's rules, or of U.S. Bank's privacy policies. If U.S. Bank determines that continued sharing of information as contemplated hereby would expose it to the risk of liability, whether in the nature of actual liability for violations or the cost of defense against claims, U.S. Bank may refuse to continue to share such information unless it shall first be indemnified to its satisfaction against any and all liability that may be incurred by it by reason of sharing of such information. As soon as reasonably practicable following any determination by U.S. Bank to cease sharing information with the State, U.S. Bank shall notify the State of such determination and provide information explaining the basis for such determination.

ARTICLE V. RESPONSIBILITIES OF THE STATE

In addition to its other responsibilities set forth in this Agreement and Exhibit 2-A, the State shall have the following responsibilities in furtherance of the Program:

5.1 Enrollment of Employees. The State will ensure that all prospective cardholders and Cardholders, other than Cardholders of companion Cards, enrolled in the Program are bona fide employees of the State. The State understands that all prospective cardholders or Cardholders that do not pass the initial or ongoing verification and OFAC screening will be denied a Card. The denial of a Card to an employee under any circumstances may not be a cause for termination of this Agreement or the Program by the State. The State understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. In addition, any prospective cardholder or Cardholder may be required to provide additional documentation to U.S. Bank as required by the USA PATRIOT Act. In the event U.S. Bank requires additional documentation from a prospective cardholder or Cardholder as required by the USA PATRIOT Act, U.S. Bank is required to restrict access to the card under the guidelines of the USA PATRIOT Act. To remove the restricted access, the prospective cardholder or Cardholder must provide, through a means acceptable to U.S. Bank, a copy of all requested documentation to U.S. Bank. Once the prospective cardholder or Cardholder provides the required documentation, the restricted status will be removed by U.S. Bank.

5.2 State Marketing Responsibilities. The State will arrange for and coordinate the marketing and promotion of the availability of Cards to its employees, through break room posters, take-one brochures and other means available. The State will not distribute any such marketing or promotional material unless such material has been reviewed and approved by U.S. Bank prior to distribution to its employees.

5.3 Transmission of Load Values and Account Representatives. The State will transmit to U.S. Bank the amount to be loaded onto each Cardholder's Account via the ACH system, with amounts sufficient to cover each Cardholder's determined net payroll deposit amount. Such transmission will be made only by authorized State employees ("Account Representatives"). The State agrees to provide complete and accurate information to U.S. Bank. The Account Representatives will be responsible for the initial transmission of Load Values and any changes to the amount to be loaded in to any Account after the initial transmission of the determined amount for a given Account. The State will require its employees who are Cardholders to complete and sign a deposit authorization form and the State will retain the form during the period the State is transmitting loads to Cardholders.

5.4 Training Responsibilities. The State shall be responsible for identifying the appropriate State locations that will enroll, load and activate the FII Cards. The State is solely responsible to sufficiently train Account Representatives in connection with the FII Program so that Account Representatives are able to properly operate the FII Program and answer questions regarding the FII Card and the FII Program. U.S. Bank shall provide the State with initial training and a support number they may call for assistance regarding FII Program questions.

5.5 FII Cardholder Enrollment. At the time of each FII Card enrollment, the State shall provide U.S. Bank with the FII Cardholder enrollment information set forth in Exhibit 2-B. Data entry of FII Card ID numbers and information shall be made only by an Account Representative. The State shall be liable for errors in transmission made by all State employees and Account Representatives. The State shall only engage in enrollment and registration of FII Cardholders that are physically present at a bona fide State location at the time of enrollment unless otherwise agreed to in advance and in writing by U.S. Bank. After completing enrollment, the State shall give the FII Cardholder the FII Card and all U.S. Bank designated disclosure documents.

5.6 FII Card Security and Inventory Control. The State shall provide FII Card stock security and inventory control in accordance with National Association guidelines and U.S. Bank's requirements as modified by U.S. Bank from time to time. U.S. Bank's current requirements are attached hereto as Exhibit 2-C. The State shall bear all risk of loss and any associated liability for lost or stolen FII Cards under its control. The State must permit U.S. Bank to monitor and/or audit the State's compliance with this Section during regular business hours upon not less than 48 hours' notice to the State and provide U.S. Bank copies of any applicable audits and test results acquired by the State in relation to this Section.

ARTICLE VI. [RESERVED]

ARTICLE VII. EXCLUSIVITY

U.S. Bank has the exclusive right to issue prepaid debit cards for the purpose of providing Disbursements to the State's employees. The State agrees that, during the term of this Agreement, the State shall not be a party to any agreement with any issuer of payroll cards, prepaid cards, or debit cards for the purpose of disbursing pay to employees or the functional equivalent thereof. Further, the State agrees, during the term of this Agreement, not to share its employee list with any third party (except for third parties or vendors designated by U.S. Bank) for the purpose of soliciting employees for a payroll card, prepaid card, or debit card or related account. The State covenants that it will ensure that any subsidiary or affiliate of the State complies with this Article 7.

ARTICLE VIII. [RESERVED]

ARTICLE IX. COMPLIANCE

Each party is now in compliance and will remain in compliance at all times with all applicable law applicable to its activities under this Agreement (including such applicable law brought to one party's attention by the other). Each party understands and agrees that it shall be responsible for its own compliance with applicable law and the costs associated therewith. The State has the sole responsibility to comply with all payroll/employment applicable law and to determine whether the intended use of the Program, including the State's selection of system options and programming to dispense funds or payments, is an appropriate way to dispense such funds, and to determine whether there exists any applicable law that prohibits, affects or otherwise controls the disbursement of such funds using a prepaid or stored value card. The State shall, within three (3) Business Days following receipt of any such request, provide U.S. Bank, or its independent auditors, and/or any government agency with authority over U.S. Bank, with: (1) complete and accurate responses to any inquiries regarding or related to the Program, and (2) access to all policies, procedures and records retained by the State evidencing the State's compliance with applicable law. If a deficiency is noted or determined, the State must promptly correct the identified deficiency and also provide to U.S. Bank, or its independent auditors, and/or any government agency with authority over U.S. Bank, any and all documentation related to resolution of the deficiency, including the corrective actions implemented to prevent recurrence of such deficiency. U.S. Bank may terminate the Program immediately for any breach of the State's obligations under this section.

ARTICLE X. [RESERVED]

ARTICLE XI. TERMINATION

11.1 Termination for Risk. U.S. Bank may terminate the Program or curtail or restrict its operations hereunder (including, without limitation, ceasing the Program in particular jurisdictions) at any time with thirty (30) days' notice to the State without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole discretion, that the State's activities relating to the Program may subject U.S. Bank and/or the State to legal, regulatory and/or reputational risk.

ARTICLE XII. POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement or the Program, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder names, addresses, telephone numbers and other Cardholder and Account identifying information. Without limitation of the foregoing, upon and following termination of this Agreement or the Program, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to applicable law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement or the Program, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have the use of State Marks as provided in this Agreement for six (6) months following termination of this Agreement or the Program to provide U.S. Bank sufficient time to replace all statements and other documentation relating to the Program.

EXHIBIT 2-A
PROGRAM DESCRIPTION

Core Elements
The Program will have the following core elements:

- The Card will be National Association-branded, following all National Association "Prepaid Debit Card" regulations and program guidelines
- No general purchase restrictions placed on the Card (other than MCC block on online gambling)
- The Card will have ATM access at National Association-enabled ATMs
- The Card will have point-of-sale access through the National Association network
- The Card will carry U.S. Bank's name and/or marks, but not the State's name and/or marks

U.S. Bank Operational Responsibilities
U.S. Bank shall be specifically responsible for the following operational issues:

- Cardholder transactions and statements will be available via a designated web site
- 24/7 Voice Response Unit access to Cardholders will be available via a dedicated toll free telephone number. Core features will include: lost/stolen account reporting, remaining account balance, last load amount and recent transactions
- Live customer service agents will be available 24 hours per day, 7 days per week to service Cardholders via a dedicated toll free telephone number
- A program manager for the Program will be assigned at U.S. Bank

State Operational Responsibilities
The State shall be specifically responsible for the following operational issues:

- The State will open all new Accounts via a secure URL or batch enrollment process
- The State will provide certain Cardholder information for initial enrollment. Current (subject to change) Cardholder information required for initial enrollment in the Program is: First Name, Last Name, Full Address, Social Security Number (not required for the corporate restricted (non-portable) program, if applicable), Date of Birth and Cardholder's State of Employment.
- The State will transmit Load Values as required to U.S. Bank or a designated third party
- A program manager for the Program will be assigned by the State

EXHIBIT 2-B
FII CARD PROGRAM DESCRIPTION

The FII Card Program shall be offered by U.S. Bank with the following core elements:

1. The FII Card shall be a National Association-branded card, following all National Association regulations and program guidelines.
2. FII Card will be issued by U.S. Bank National Association. Standard Card Design.
3. Current (subject to change) Cardholder information required for initial enrollment in the FII Program is the information listed above in Exhibit 2-A, plus the Cardholder ID from the FII Card packet.

U.S. Bank Operational Responsibilities

U.S. Bank shall:

1. Provide initial training (train the trainer) of the designated Account Representative.
2. U.S. Bank will provide the FII Card stock and all packaging needed to support the delivery of FII Cards to the Cardholders
3. Provide access to the FII Web Application, a Web Site needed to participate in the FII Program.
4. Set up Accounts, process chargebacks in accordance with the rules of the National Associations and provide all related computer processing.
5. Manage the account settlement for both loading of value to the FII Cards and the processing/settlement of transactions performed on FII Cards through the National Associations.
6. Make Cardholder transactions viewable by Cardholders via a designated web site.
7. Provide a Voice Response Unit accessible by Cardholders twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number, with features that include, but not limited to: FII Card activation, lost/stolen account reporting, remaining account balance, load amount and recent transactions.
8. Provide live customer service agents, at a minimum, twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number.
9. Designate and identify to the State a U.S. Bank program manager for the FII Program who shall be the primary point of contact for the State.

The State Operational Responsibilities

The State shall:

1. Actively promote the FII Card to your Account Representatives and employees.
2. Assist in the initial and ongoing training of your Account Representatives.

3. Follow FII Card inventory procedures utilizing the system/software and procedures provided by us.
4. The State shall store FII Card stock in a secure environment that can only be accessed by Account Representatives who are authorized by the State to have such access in order to fulfill their employment responsibilities.
5. Enroll all applicable Cardholders in the FII Program, and if applicable to program, reload cards following the enrollment/data entry procedures and system/software provided by U.S. Bank.
6. Present all enrollment and disclosure materials to the Cardholder following the procedures for doing so provided to you by us.
7. Designate and identify to us a program manager for the FII Program who shall be the primary point of contact for us.

EXHIBIT 2-C
FII CARD SECURITY REQUIREMENTS

These FII Card Security Requirements are based on policies and guidelines development by the National Associations and industry best practices. These requirements are to be implemented by the State at all locations that store and distribute FII Cards whenever the State has FII Card stock on hand at its locations or under its control.

FII Card Stock Ordering

FII Card stock orders will be placed as bulk orders to the card manufacturer by U.S. Bank. The fulfilled FII Card stock orders will be shipped to the designated State locations by the card manufacturer by an approved carrier. Shipments will be traceable. FII Card stock orders must be signed for upon arrival. If intermediate stops are made during the shipment, the shipment must remain secure and inaccessible to unauthorized personnel.

FII Card Stock Inventory

All FII Card stock must be placed at the time of receipt into inventory in a secured storage area. An Account Representative designated by the State management should be appointed to ensure that physical and procedural security policies are implemented. Physical security of the FII Card stock inventory must be maintained at all times. The State shall use commercially reasonable controls to ensure the protection of the FII Card stock. At minimum, FII Card stock must be stored in a locked area such as a back office with limited access when not actively being distributed to Cardholders. FII Card stock, which will be in tamper-evident sealed envelopes, is not to be opened by anyone other than applicable Cardholders.

An inventory log must account for the number of FII Card stock received, FII Card stock used, FII Card stock spoiled (FII Card stock that cannot be used due to damage, tampering or expiration) and remaining FII Card stock that should balance to the number of FII Card stock on hand at any time. U.S. Bank's FII Card Stock Inventory Management System will maintain an inventory log automatically for normal course of business. However, the State shall be responsible for reporting, through a channel acceptable to U.S. Bank, any FII Card stock spoilage or theft to U.S. Bank as soon as detected. The State shall utilize U.S. Bank's Prepaid Employer Web Portal to log such exceptions and provide an explanation of spoilage. The State shall conduct monthly self-audit FII Card stock inventory true-ups.

FII Card Stock Destruction

U.S. Bank may request return of unused FII Card stock in inventory for destruction for any of the reasons listed below:

- FII Card stock compromised or tampered with
- FII Card stock expired
- FII Card stock damaged or defective
- Program is terminated

Any FII Card stock returned to U.S. Bank must be securely packaged.

EXHIBIT 2-D
FEES

	Fee
CLIENT	
Program Implementation Fee	$0.00
Marketing Materials	$0.00
Monthly Account Maintenance Fee	$0.00
New Account Enrollment Fee	$0.00
CARDHOLDERS	
Monthly Account Maintenance Fee	$0.00
Point of Sale Fees	
VISA Signature-Based POS Transactions	$0.00
Interlink PIN-Based POS Transactions	$0.00
Cash Back with Purchase at Participating Interlink Merchants	$0.00
Cash Withdrawal Fees	
Withdrawals at U.S. Bank and MoneyPass-branded ATMs	$0.00
Withdrawals at non-U.S. Bank and non-MoneyPass-branded ATMs (ATM owner may levy a fee to the cardholder)	ONE (1) Free per month then $1.00
Withdrawals at any International ATM	$3.00
Teller-Based Cash Withdrawals (at any VISA bank, not limited to U.S. Bank)	$0.00
Customer Service and Miscellaneous Fees	
Customer Service – Live Rep, Online & Automated Phone Access (unlimited)	$0.00
Paper Statement Fees (if requested)	$2.00
Paper Statement Replacement	$2.00
Monthly Inactivity Fee (Following 365 days of inactivity)	$1.00
ATM Balance Inquiries– U.S. Bank and MoneyPass ATMs	$0.00
ATM Balance Inquiries - – Non -U.S. Bank and MoneyPass ATMs	$0.00
ATM Balance Inquiry – At any International ATM	$1.00
ATM Withdrawal Declines – At Any ATM Terminal	$0.00
Standard Card Replacement	ONE (1) FREE per rolling calendar year then $5.00
Expedited Card Replacement	$15.00
Expedited Card Replacement (Overnight)	$25.00
E-Mail Alert and Zero Balance and Negative Balance Text Message Alert*	$0.00
Text Message Alerts*-- Address Change, Funds Added and Low Balance Mobile Banking Transactions* -- Balance Inquiry and Mini-Statement *Standard messaging charges may apply through cardholder's mobile carrier and message frequency depends on account settings.	$0.00 $0.00
International foreign transaction fee	3% of transaction amount

Optional Convenience Check Fees (if applicable to your program)	
Check Authorization	$0.00
Check Order	$0.00
Expedited Check Order	$35.00

Check Return	$25.00
Stop Payment	$25.00
Lost/Stolen Check	$25.00
Void Check	$0.00
Check Reversal	$25.00
Check Copy	$10.00

ADDENDUM ONE TO Contract Award
Terms and Conditions
Contract 68856 O4 Branded Stored Value Card Services
Between
The Nebraska State Treasurer and U.S. Bank National Association

I. TERMS AND CONDITIONS

The following Terms and Conditions, Addendum One of Contract 68856 O4 have been reviewed and agreed upon between U.S. Bank National Association "Contractor" or "U.S. Bank" and the Nebraska State Treasurer. This addendum will become part of the contract for Branded Stored Value Card Services.

The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal and/or with the Service Contract Award.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

A. GENERAL

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

The term of the Contract resulting from this Request for Proposal shall be for a period of five (5) years effective the date of such Contract, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the Contractor grants to the State the right to request, exclusively through the Contractor only, a visit in person with any or all of the Contractor's clients, if said clients are agreeable.

Once an intent to award decision has been determined, it will be posted to the Internet at: www.treasurer.org/tm or http://www.das.nebraska.gov/materiel/purchasing.html.

Grievance and protest procedure is available on the Internet at: www.treasurer.org/tm

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, or other requisite and federal laws like the Equal Employment Opportunity Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts, if not already in place, at the earliest convenience of both Contractor and subcontractor, for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract; this clause may be affected by the State of Nebraska Public Records Law and will be in compliance with state and federal data privacy laws.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required or the insurance requisite of the size and scope of the work assigned to them for completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such

work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	$1,000,000 per occurrence

e. **SUBROGRATION WAIVER**

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. **LIABILITY WAIVER**
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

g. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

4. **EVIDENCE OF COVERAGE**
The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-4390 (fax)

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
PO Box 94788
Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor

under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without first communicating to the State in writing a notification of a subcontractor change and the State providing written agreement which shall not be unreasonably withheld. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written communication to the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to communicate their appraisal of the performance of any contractor or subcontractor employee to the Contractor. The Contractor has the right to evaluate said appraisal and reassign or remove the employee from the project, or other means as necessary.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, for two years from the date of this contract, recruit or employ any State employee or agent who has worked on the Request for Proposal, or who had any influence on decisions affecting the Request for Proposal, provided that the State shall promptly provide contractor a list of such individuals upon contract execution.

L. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

V. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or

pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

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

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

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

   a. if directed to do so by statute;
   b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
   g. contractor intentionally discloses confidential information;
   h. contractor has or announces it will discontinue support of the deliverable;
   i. second or subsequent documented "vendor performance report" form deemed acceptable by the Nebraska State Treasurer's Office; or
   j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.

4. Either party may terminate this Contract or curtail or restrict is operations hereunder(including, without limitations, ceasing the Prepaid Card program in particular jurisdictions) at any time with thirty (30) days' notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying Party prohibiting any or all of the services contemplated in this Contract, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of the notifying Party or will require burdensome capital contributions or expenditures.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

The Contractor may terminate the contract, in whole or in part, if the State fails to perform its obligations under the contract in a timely and proper manner. The Contractor may, by providing a written notice of default to the State, allow the State to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at Contractor's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of

delivery. Allowing the State time to cure a failure or breach of contract does not waive the Contractor's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

1. Bidder must provide confirmation that upon contract termination all records (including the provisions of service, participant and data processing documents) shall become the property of the State of Nebraska and be provided to the State of Nebraska at no additional cost to the State.

2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PERFORMANCE BOND

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be for $250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected contractor chooses to provide a certified check, the check must show an expiration date on the check. Certified checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. LIQUIDATED DAMAGES

Liquidated damages may be charged by the State under this paragraph for each business day or partial business day the contractor has failed to perform or comply with certain requirements in the contract resulting from this RFP, other than failures caused by State or circumstances beyond the control of contractor or its agents.

The damages are categorized as follows:

Critical	$10,000 per day
High	$ 5,000 per day
Standard	$ 2,000 per day

a. **Unresolved requirements:**
   i. All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the contractor.
   ii. All critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

b. **Acceptance of file transmissions/acceptance of web enrollment:**
   If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State so file transmissions can be received/web based enrollment be completed or pay liquidated damages to the affected programs.

   Category: Critical

c. **ACH Posting:**
   Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date, providing the ACH file is received on time. In cases of late ACH delivery, the Contractor will post funds at the next available time. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs.

   Category: Critical

d. **"Go live" date**
   Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go-live date of services under this RFP, unless either party provides at least a 3 working day notice that "go live" date shall be delayed.

   For existing card programs outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the "go-live" date or pay liquidated damages to the program.

   For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

   If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor

will notify the program lead and the State Treasurer's Office if the requested changes will delay the 'go-live" date.

Category: Critical

e. **Card Issuance:**
Upon being notified by the Program Lead or the State Treasurer's Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected programs.

Category: High

f. **Customer Service – Availability**
Customer Service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24 X7 X the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or during upgrades.

In the event the Contractor provides customer service under the contract resulting from this RFP through a different provider, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, which approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

g. **Turnover file**
A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes: cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to

terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

h. **Daily reporting**
Reports of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation and rejection reports for ACH transactions, and undeliverable cards, are due on a business daily basis no later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

i. **Customer Service – Average Speed of Answer**
85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less calls that abandon before 30 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: Standard

j. **"Echo" File Transmission:**
An "echo" file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The echo file will include identical information that was send by State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that an echo file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the "echo" file or pay liquidated damages to the affected programs.

Category: Standard

k. **Monthly/Annual Reporting**
Within three business days of contractor being notified by the State that a monthly/annual report have not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

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

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

FF. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors (subject to subcontractor's approval, which Contractor will make commercially reasonable efforts to obtain). Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns and

successors. With respect to such records in the possession of subcontractors, Contractor will make commercially reasonable efforts to obtain subcontractors' approval for State to conduct such inspections and audits.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

JJ. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives must have the express written permission of the Contractor and said subcontractor as permissible by the negotiated contract between the Contractor and subcontractor to enter any premises where the Contractor or subcontractor duties in the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time, subject to negotiation, authorization and written agreement by the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)

The State may, at any time work is in progress, subject to negotiation, authorization and written agreement by the Contractor, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. SEVERABILITY

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

MM. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor's Relationship Manager shall notify the State within twelve (12) hours of contractor confirming such breach, and prior to Contractor making a public disclosure of said breach.

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

1. **Confidential Information**. In performing its obligations pursuant to this Contract, each party may have access to or receive certain confidential proprietary or private material of the other party, including, but not limited to: such party's marketing philosophy and objectives, promotions, financial data, technological developments, customer names and addresses and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential and/or proprietary information and materials (hereinafter "Prepaid Confidential Information"). All Prepaid Card Program specifications, materials, plans and other Prepaid Card Program attributes developed or utilized by Contractor in connection with the Prepaid Card Program and related services, and all related software and other documentation developed by the Contractor, are and will remain the proprietary property of Contractor. Without limitation, the names, addresses, telephone numbers and other cardholder identification and Account information of prepaid cardholders and prepaid card account numbers, are Prepaid Confidential Information. Notwithstanding the foregoing, with respect to cardholder names, addresses, telephone numbers and other cardholder identification information,

prepaid debit card account numbers and account information, Contractor shall not be prohibited from (i) disclosing such Prepaid Confidential Information in response to validly issued and served subpoenas (provided that, with respect to any subpoenas served on or after April 1, 2016, contractor shall provide notice to the State of such subpoenas via weekly reports) and (ii) maintaining such Prepaid Confidential Information for prepaid card account servicing purposes, including on a post-termination basis, and for commercially reasonable record keeping purposes.

2. **Exclusions.** Except for Cardholder Data (as defined under PCI DSS), the term Prepaid Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality Contract with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Contract (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality Contract), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality contract.

3. **Confidentiality Obligation**. Each party shall at all times maintain, and cause its agents, employees, corporate parents, subsidiaries and affiliates to maintain the confidentiality of all Prepaid Confidential Information, including but not limited to personally identifiable information or other information if any, belonging to the other party. Neither party shall sell or otherwise convey any of such Prepaid Confidential Information to any third person and shall exercise all necessary precautions to prevent access to such Prepaid Confidential Information by any third person other than agents, officers or employees who have a need to know or who must access such Prepaid Confidential Information in order for such party to fulfill its obligations hereunder. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations hereunder and require their compliance with such obligations. Neither party shall not use such Prepaid Confidential Information for any purpose whatsoever other than those specifically contemplated herein.

4. **Confidentiality of Contract Terms**. The State will not use Contractor's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without Contractor's prior written approval, which approval may be not unreasonably withheld by the Contractor. The State may use the Contractor's identity for the purposes of marketing the Prepaid Program internally to State agencies or other entities eligible to participate under the State Contract without prior written approval of the Contractor. The Contractor and the State may both use the other's identity if the other party fails to respond to the written request within thirty (30) Business Days.

5. **Additional Confidentiality Obligations**. During the term of this Contract and thereafter, Prepaid Confidential Information is to be used solely to satisfying obligations pursuant to this Contract, and shall be held in confidence. Subject to the Nebraska Public Records Law, neither party will disclose such Prepaid Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. The parties may mark documents containing Confidential Information with applicable

language or stamps, such as "Confidential" or "Proprietary". All Confidential Information furnished by the parties to each other in connection with this contract is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this contract, the other party shall promptly return to the furnishing party all such information without copying such information. Without the prior written consent of the other party, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated hereunder. Each party shall take measures to prevent its agents, employees and subcontractors from using, any Confidential Information to which it becomes privy.

6. **Compelled Disclosure**. Each party may disclose Prepaid Confidential Information to any regulatory authority having jurisdiction over such party without prior notification to the other party. With respect to any other disclosures of Prepaid Confidential Information, if any party is compelled by applicable law, in the written opinion of counsel, to disclose any portion of the other party's Prepaid Confidential Information, the party so compelled may comply with such law, provided, that such party timely notifies the proprietor of the Prepaid Confidential Information and reasonably cooperates in any of the proprietors' efforts to maintain the confidentiality of such Prepaid Confidential Information.

NN. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska (jointly owned by Contractor) and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's fee schedule may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

All prices and costs shall remain as bid for the duration of the contract, unless State/Federal regulatory changes would have a materially negative impact on the financial performance of the program. Contractor must document how these changes will alter the current pricing and propose amended pricing to the Nebraska State Treasurer's Office for approval, which the Nebraska State Treasurer's Office must not unreasonably withhold.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

SS. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties (such as, State employees, volunteers, agents and its elected and appointed officials) from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to,

the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-101.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

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

VV. DISASTER RECOVERY/BACK UP PLAN

The contractor shall have a disaster recovery and back-up plan, of which a copy can be viewed only onsite at a secure Contractor facility, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

WW. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

XX. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

YY. DRUG POLICY

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

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters into after the date of this agreement. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

BBB. POLITICAL SUB-DIVISIONS

The contractor shall extend the contract to political sub-divisions at the same prices charged to the State; unless program demands and parameters of additional political sub-divisions differ from the State and require additional development and cost. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

CCC. PREPAID PROGRAM AND CARD POLICIES AND ATTRIBUTES

Subject to the terms and conditions of this Contract, the Contractor will have full responsibility for, and will control all policies, activities and decisions with respect to all Prepaid Cards and Prepaid Card Accounts, including without limitation all customer service, prepaid card issuance and cancellations, debt collection, access to automated teller machines, and issuance of personal identification numbers, and State shall comply with all Contractor directives pursuant hereto.

State shall not be liable for fraudulent activities on the part of Prepaid Cardholders except where such activity is due to negligence or willful misconduct by State agents or employees.

The State will, in a timely manner, refer to the Contractor any and all inquiries regarding any aspect of Prepaid Cards and Prepaid Card Accounts, and any other inquiries regarding any other aspect of the Contractor's Prepaid Card Operations.

The Contractor must have the ability to block MCC codes and will consider individual program MCC code blocks requested by the State. The Contractor may refuse to enact such MCC code blocks in its sole discretion, except that the Contractor may not refuse such a request if (i) the applicable Attachment(s) specifies that the State may require such blocks or (ii) the State is required by applicable law to take action to block the types of transactions corresponding to such MCC codes.

DDD. INTELLECTUAL PROPERTY

1. Use of State Marks. The State hereby grants to Contractor a non-exclusive, non-transferable limited license to use the State Seal or any other State Marks (collectively hereafter "State Marks" upon written approval from the Nebraska Secretary of State or the applicable authorizing State agency in connection with the Prepaid Program, which uses include, without limitation, placement of State Marks on Cards issued pursuant to this Contract in accordance with the operating regulation soft h appropriate National Associations, and related applications, statements, advertising, promotional and public relations materials, and any other item reasonably necessary to the establishment, operation or advancement of the Prepaid Program. If desired by Contractor, subject to the prior written approval of the State, which written approval will not be unreasonably withheld or delayed, Contractor may use the State Marks for other promotional purposes in connection with the Prepaid Program. The State shall be deemed to have approved the proposed use if the State fails to provide such notice to Contractor within thirty (30) business days following the date when Contractor's written request for approval was received by the State. Contractor hereby accepts such license subject to the terms and conditions provided herein. This limited license will terminate upon termination of this Contract; provided, that Contractor will be afforded six (6) months following such termination to replace all tangible matter relating to the Prepaid Program with matter that does not bear State Marks. Contractor acknowledges that the State or its affiliates are the owners of the State Marks, and Contractor agrees that it will have no right, title or interest in the State Marks other than those consisting in the license specifically granted in this paragraph.

2. Use of Contractor's Marks and Other Marks. Contractor hereby grants to the State a non-exclusive non-transferable limited license to use the Contractor Marks solely in

connection with the Prepaid Program. The State agrees that it has no right, title or interest in and will not sue the Contractor Marks without Contractor's specific prior written consent, whose consent will not be unreasonably withheld or delayed if the proposed use thereof by the State is for advertisements or promotions in connection with the Prepaid Program. Contractor will be deemed to have approved the proposed use if Contractor fails to disapprove the State's request in writing within thirty (30) business days following the date when written request for approval was made to Contractor by the State. The State hereby accepts such license subject to the terms and conditions provided herein. This limited license terminates upon termination of this Contract. The State acknowledges that U.S. Bancorp and/or one or more of its Subsidiaries is the owner of the Contractor Marks, and the State agrees that it will not have any right, title or interest in the Contractor Marks other than the license specifically granted in this Section, and the State will not do anything inconsistent with such ownership.

3. Third Persons' Marks. The State has no right, title or interest in and will not use the PLUS SYSTEM Marks, INTERLINK Mark, the Visa Service Marks, or MasterCard Marks without specific prior written consent of the proprietor of the Mark.

4. Additional Mark Provisions. Without limitation of the foregoing, each party hereto may use the other party's name and marks (to the extent such use is permitted hereunder) only in the form and manner and with appropriate legends as prescribed from time to time by the proprietor of such name or mark, and except as otherwise set forth in this Contract, will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the proprietor of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

EEE. REPRESENTATION AND WARRANTIES

1. **Obligations.** As of the date of this Contract, the State and Contractor represent and warrant to each other as follows as to itself:
   - **a.** It has full right, power and authority to enter into and perform this Contract in accordance with all of the terms and provision hereof, and that the execution and delivery of this Contract has been duly authorized, and the individuals signing this Contract on behalf of it are duly authorized to execute this Contract in the capacity of his or her office, and to obligate and bind the parties, and/or the parties' subsidiaries and affiliates, in the manner described.
   - **b.** The execution and performance of this Contract will not violate the organizational document or by-laws or any materiel contract or other instrument, Requirements of Law or order to which it has been named a party or by which it is bound. The execution and performance of this Contract does not require the approval or consent of any other person or government agency, other than any consent that has been obtained and evidence of such consent provided to the other party.

c. There are no material actions, suites or proceedings pending or threatened against either party or its subsidiaries which would adversely affect its ability to perform this Contract.

d. It or one of its subsidiaries, affiliates or political subdivision owns all right, title and interest in its marks and it or one of its subsidiaries or affiliates has all necessary authority to permit use of its marks as contemplated by the Contract.

2. **Legal Compliance.** Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws and regulations applicable to its activities under this Contract (including such laws and regulations brought to one party's attention by the other). Each party understands and agrees that it shall be responsible for its own compliance with applicable law and the costs associated therewith. The State has the sole responsibility to determine if the intended use of the Prepaid Program, to include the State's selection of system options and programming to dispense funds or payments, is an appropriate way to dispense such funds, and to determine if there exists any applicable federal, state, or local law, regulation, rule, or ordinance that prohibits or otherwise controls the disbursement of such funds using a prepaid or stored value card.

3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FFF. COMPLIANCE WITH NATIONAL ASSOCIATION REGULATIONS

In connection with their performance hereunder, Contractor and the State shall comply with applicable regulations of the appropriate National Association as in effect from time to time. To the extent that any provision of this Contract conflicts with such regulations at any time, this Contract shall be deemed amended to conform to such regulations.

The Contractor shall inform the State in writing of any regulatory changes that could and will affect the services used under this Contract.

GGG. LIMITATION OF LIABILITY

NEITHER PARTY MAY ASSERT A CLAIM AGAINST THE OTHER PARTY MORE THAN ONE YEAR FROM THE DATE THE CLAIMING PARTY HAS OR SHOULD HAVE ACTUAL KNOWLEDGE OF THE FACTS GIVING RISE TO SUCH CLAIM. EXCEPT FOR LIABILITIES ARISING UNDER SECTION SS IN THE CASE OF THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS CONTRACT.

HHH. NO IMPLIED WAIVER

No failure by either party to insist upon strict performance of any term or obligation set forth in this Contract or to exercise any right or remedy under this Contract, nor acceptance of full or partial performance during continuance of a default, will constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.

III. AMENDMENTS

Except as specifically provided elsewhere in this Contract, no amendment to this Contract will be effective or bind any party unless set forth in writing and signed by the duly authorized representatives of the parties.

JJJ. DEFINITIONS

For purposes of this Contract and except as otherwise specifically set forth in this contract, the following terms shall have the following meanings:

"Business Day" means any day (other than a Saturday, Sunday or Federal legal holiday) on which national banks are permitted to be open in the United States.

"MasterCard Marks" means all names, trademarks, and service marks owned by MasterCard Worldwide and its subsidiaries in the United States.

"National Associations" means Visa U.S.A., Inc., Visa International, Inc., and Plus Systems, Inc.; or MasterCard International, Inc., Maestro and Cirrus System, Inc.

"State Marks" means the State's name, as well as any other trademark or service mark owned by the State of Nebraska.

"U.S. Bank Marks" means the names "US Bank" and US Bankcorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bankcorp or one or more of its subsidiaries, as well as any other trademark or service marks owned by U.S. Bankcorp that include the terms "US Bank" ("UBank," "US," "U") or "US Bancorp," however, these terms may be capitalized or punctuated.

"Visa Service Marks" means the trademark or mark "Visa", the Three Bands Design and all other service marks owned by Visa U.S.A. or Visa International, Inc.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum One as of the date execution by both parties below.

Nebraska State Treasurer	Contractor: U.S. Bank National Association
By:	By:
Name: Don Stenberg	Name: ANTHONY VUOTO
Title: State Treasurer	Title: EVP
Date: 10/1/15	Date: 10/1/15

Request for Proposal for Contractual Services
RFP #NST080414
TECHNICAL PROPOSAL

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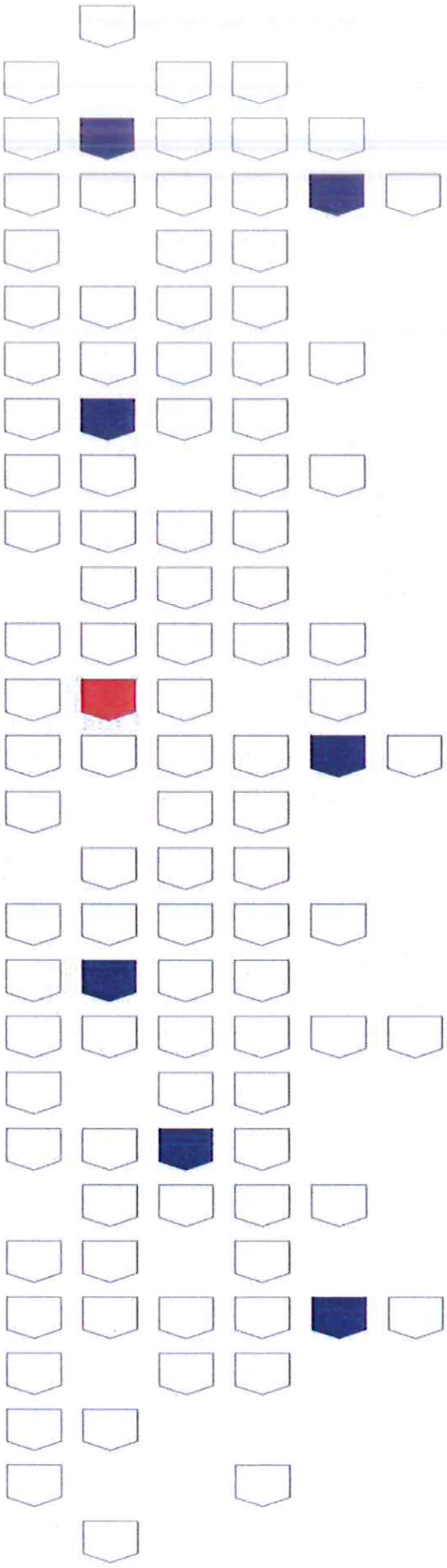

Proposal presented to:

October 14, 2014

Gretchen Anderson
AVP, Sales Manager
Prepaid Debit Products
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Retail Payment Solutions
EP-MN-L16C
200 South 6th Street
Minneapolis, MN 55402-1547
FEIN: 31-0841368
D-U-N-S® Number: 00-621-3482

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TRANSMITTAL LETTER

October 14, 2014

Jason Walters
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, NE 68508
Telephone: (402) 471-2793
Facsimile: (402) 471-4390

Mr. Walters:

U.S. Bank National Association fully acknowledges the size, scope and objectives of the State of Nebraska's Request for Proposal (Solicitation #NST080414) for Contractual Services. As a holistic provider of banking and financial services, U.S. Bank remains well-versed in the State's operations and needs.

Our relationship with the State began over 50 years ago and spans the gamut of our financial services portfolio – including an extensive government prepaid portfolio of 9 programs, 250,000 active cards and over $48 million in annual loads. The State can depend on U.S. Bank's continued expertise and the ability to continue serving your needs in this capacity with multiple layers of support. We welcome the opportunity to reaffirm our strong commitment to the State and deepen our long-term partnership.

In response to the prepaid needs outlined in Solicitation #NST080414, U.S. Bank recommends the continued use of our proven prepaid solution – highlighted by our flagship products:

ReliaCard®
for Benefits Disbursements

Focus Card™
for Payroll and Stipends

PayCard™
for Department of Corrections

After providing the State a comprehensive prepaid solution for over 10 years, we believe the U.S. Bank prepaid solution is still the best choice in the market, for the following reasons:

- **10 Years of Government Prepaid Experience with the State** – Since 2004, U.S. Bank has been the State's premier choice in government prepaid solutions supporting government programs like Child Support, Unemployment Insurance, State Payroll and others.
- **A Long-Term and Qualified Banking Partner of the State** – Not only are we a qualified bank in the State of Nebraska, but we also employ over 645 people across 55 retail

branches and corporate locations within Nebraska, serving over 307,000 business and consumer customers, including over 200 departments within the State.

- **A Top Visa Prepaid Issuing Bank** – U.S. Bank has been a qualified issuing bank of prepaid cards since the inception of the industry in the late 1990's, having issued over 60 million covering rewards, government disbursements, payroll and other payments applications.
- **The Most Financially Stable and Highest Rated National Bank** – Standard & Poor's and Moody's continue to rank U.S. Bank as the highest rated large bank in the United States.
- **In-House Prepaid Processing Platform:** In 2012, we acquired FSV Payment Systems, Inc., giving us our own internal prepaid processing platform to provide the State more data security, program flexibility and easier access to innovation.
- **More Card Features, Less Cardholder Fees:** With the advent of our new internal systems and platforms, U.S. Bank is able to offer more compelling card features like a prepaid savings account and cashback rewards; plus we're able to offer less fees.

As maintained in the RFP, U.S. Bank acknowledges the receipt of all addenda and amendments to this RFP. This proposal in its entirety will be valid for one hundred and twenty (120) calendar days following receipt. Additionally, since all portions of the RFP and U.S. Bank's response are to be included as part of the ongoing contract, and our RFP response represents a snapshot of our prepaid program functionality as of the specific time of RFP submittal, U.S. Bank and the State both understand and acknowledge that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes do not constitute a breach of contract, nor necessitate contract amendment(s).

We look forward to the next step in the process, and the opportunity to continue our partnership with the State of Nebraska.

Sincerely,

Gretchen Anderson
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U.S. Bank - Government Prepaid
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- Exhibit III – Terms & Conditions
- Exhibit A1 – Form A.1
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- Exhibit A9 – Form A.9
- Exhibit A10 – Form A.10

- Exhibit A11 – Form A.11
- Exhibit A12 – Form A.12
- Exhibit A13 – Form A.13
- Exhibit A14 – Form A.14 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit A15 – Form A.15 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit A16 – Form A.16 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit IV.D.1.iii.c – SAMPLE Marketing Materials
- Exhibit IV.D.1.vii.a – Sample Reports
- Exhibit IV.D.1.viii.b – Business Review
- Exhibit IV.G – SAMPLE Implementation Plan
- Exhibit V.1 – Request for Proposal Form
- Exhibit V.3.g – Reference Letters
- Exhibit V.4.d – SAMPLE Conversion Plan

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EXECUTIVE SUMMARY

The Bank That's Outperforming All Others

A prepaid program is only as strong as the support behind it. And U.S. Bank is the one national bank that is outperforming all others. We became the fifth largest commercial bank in that nation by a simple means: customer service. To many, this concept only has one meaning. To us, it has many. Not only do we provide multi-channel customer service excellence to each of our customers, but we take that notion even deeper. Every facet of our business is justified to what our customers expect. We honor that relationship for every customer as a service to them. And that's exactly what the State can expect from us as well:

- ***Supported by the Highest-Rated Bank in the Nation*:*** Our prudent and conservative banking principles are seen as the "new paradigm" of success. Unlike many of our peers, we are well-positioned for new growth opportunities in all our key markets. That's why more state agencies select U.S. Bank, the one bank in the nation that grabs headlines for all the right reasons – stability and success. *As of August 14, 2014, U.S. Bank is the highest rated bank in the nation as reported by Moody's, S&P, Fitch and DBRS
- ***Sustainable, Long-Term Durability:*** Our approach to our business has made U.S. Bank one of the most respected, financially strong and durable banks in the industry. Standard and Poor's and Moody's continue to rank U.S. Bank as "the highest rated large bank in the United States."
- ***Continually Investing in Prepaid:*** While others have left the prepaid industry, U.S. Bank is investing in it. We acquired FSV Payment Systems, Inc in 2012; giving us our very own in-house prepaid processing platform. That means more innovation control and data security for the State.
- ***Deepest Prepaid Program Experience in the Market:*** U.S. Bank developed the first ever prepaid program in 1999 and currently manages thousands of prepaid program clients, including 78 major state agencies spanning 26 states – including 9 programs within the State.
- ***Investing in Nebraska's Success:*** U.S. Bank has demonstrated an ongoing commitment to Nebraska helping to foster affordable housing, supporting local nonprofits and helping private facilities expand to create new jobs in the State. Annually, we extended more than $10.9 million in community development loans throughout Nebraska.

Better Banking Management

David Ellison
Fund Manager

"We need more U.S. Bancorps. We're in a significant period of flux in the industry that is unprecedented in my lifetime. So I want to own the better management."

HENNESSY FUNDS

Source: *http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-as-ceo-davis-seizes-market-share.html*

The U.S. Bank COST FREE to the State ReliaCard® Solution

Like all U.S. Bank products and services, our prepaid solution was built from the ground up to provide the best, most sustainable experience to both our clients and their cardholders. For U.S. Bank it only makes sense. After all a prepaid card program isn't simply a card pushed out to a customer – it's a valuable brand equity touchpoint – an opportunity for us to extend the U.S. Bank brand to a wider

audience. With stakes that high, we **must** deliver a high-quality prepaid card solution. And the greatest beneficiary for those efforts is the State with our COST FREE prepaid solutions:

Our prepaid products carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), ATM network (over 2.1 million globally) and bank teller network (over 102,000), Visa gives your cardholders wide access and use of their funds. Plus our market-leading "in-network" ATM access allows your cardholders unprecedented, COST FREE cash access to over 81,000 ATMs in the nation. U.S. Bank remains the prepaid card provider of choice because of our long-term partnerships, integrity, stability and a rich heritage of providing community banking service on a national scale.

ReliaCard Expands in North Dakota

"I have recommended the ReliaCard to other government agencies. I believe the NDDHS recommendation played a role in the job service ND decision to use ReliaCard to distribute Unemployment Insurance benefits."

Blaine Nordwall
North Dakota DHS

- ***Market-Leading FREE POS & Cash Access:*** Visa-branded with FREE POS access at over 38 million global locations, U.S. Bank's prepaid products also offer market-leading "in-network" ATM access to over 81,000 U.S. Bank, MoneyPass and Allpoint locations in the nation – including 442 in the State.
- ***24x7x365, Multi-Channel Cardholder Service:*** Our program was built to manage cardholder inquiry, complaint, and problem resolution through a variety of engaging channels: cardholder website, IVR, live agents, mobile banking app and proactive text alerts.
- ***Simplified, Intuitive Program Administration:*** With our "plug and play" systematic management website, administrators have access to every tool necessary to manage their program from card enrollment, funding and reporting.
- ***Built for Minimal Public Exposure:*** By employing both a dedicated prepaid compliance and legal team, U.S. Bank can provide our clients with a better understanding of the prepaid landscape. Our prepaid specialists can aid in building a program that addresses necessary compliances and legal risks - assisting our state clients in minimalizing public exposure wherever we can.
- ***Leading Prepaid Innovator:*** Having won five (5) consecutive Paybefore Awards for prepaid innovation, U.S. Bank is known for our industry-leading approach to investment and innovation in the prepaid space. From Virtual Teller Machines, Remote Deposit Capture and enhanced budget maintenance tools, U.S. Bank looks to continually infuse our prepaid offering with compelling features.

Ruth Ann Jefferies *Arkansas DCSE*	**Arkansas Recommends ReliaCard** *"Yes. I would recommend the ReliaCard to other agencies. The best advice I could give them is to take advantage of the technical assistance offered by U.S. Bank."*

U.S. Bank's Exclusive Offer to the State

To show the State of Nebraska how invested we are in your success, U.S. Bank will offer the State a vast array of exclusive program add-on features, including:

- ***Universal Program Pricing:*** To simplify the make-up of the State's prepaid portfolio, U.S. Bank has consolidated the card programs into unified programs and fee structures:
  - Government: *ONE* ReliaCard program for all applications.
  - Payroll & Stipends: *ONE* Focus Card program for all applications.
  - DOC: A *NEW* PayCard program for work and inmate release applications.

  Note: *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution.*

- ***ReliaCard Prepaid Summit:*** As the State's preferred prepaid card provider, U.S. Bank proposes to conduct an annual "State of the ReliaCard" summit in Lincoln. Our prepaid account team will join State administrators to discuss program performance, recent product updates and innovations. Additionally, we will conduct a collaborative Continual Process Improvement (CPI) workshop designed to innovate the program for continued, efficient use in the future.

- ***EXCLUSIVE Visa "Currency of Progress" Update:*** U.S. Bank offers, in partnership with Visa, to collaborate with the State to fashion a new update to the "Currency of Progress" spotlight video that highlighted the Nebraska Child Support program. This new case study will highlight the State's broad use of prepaid for a variety of applications and its impact on the State. The primary objective of this case study is to expand the State's prepaid equity and expertise in order to educate and inform more state agencies about the value prepaid can bring. To view the current "Currency of Progress" video, please visit: http://usa.visa.com/government/government-partnerships/index.jsp

- ***U.S. Bank ReliaCard Public Relations Kit:*** We understand the State's need for sound public relations solutions to help transition the card program. A new feature to our ReliaCard program is our State Public Relations Kit, including various tools to help inform state residents of your choice in prepaid providers and what it means to the State. With press releases, web content and banners, social media content, print materials and videos, the State can fully inform the people of the good work you are doing at saving tax money and making wise decisions on their behalf.

- ***FREE Rewards Cards:*** U.S. Bank will forgo our standard $2.95 card fee to offer FREE Visa Rewards cards to the State for use as employee incentives, rewards, etc. – ***a $14,000 value***.
  - Rewards cards can be loaded with $25-$1,500.
  - Offer good on up to 5,000 rewards cards annually.
  - Note: Shipping fees may apply.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for prepaid Visa or MasterCard branded stored value card (prepaid debit card) services as described in this request for proposal (RFP) on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org. The State Treasurer's Office is responsible for the procurement and management of State of Nebraska banking service contracts for State agencies, State Colleges and Universities. The combined bidding of all services for these entities eliminates the need for additional procurements by individual state agencies.

The bidder must be able to provide stored value card services to entities with varying types of clientele. Program clientele may include, but are not limited to, employees, child support recipients, unemployment claimants, retirees, workers' compensation, athletic stipends, individual providers and cash grant recipients and other recurring consumer payees of programs eligible to participate. The State Treasurer's Office will work with the selected contractor to promote the services awarded in the RFP process internally to State agencies, State Colleges and Universities.

The State has approximately 137,146 active branded stored value cards (prepaid Visa debit cards) used by State clients under the current contract as shown on Exhibit 1. The bidder is required to examine the current program information as described under the Scope of Work and technical requirements described in Form A.2 – A.12.

All figures listed in the RFP represent a historical count of transactions processed by the State under the current State contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of its proposal.

U.S. Bank Presents a Comprehensive Prepaid Solution

With a U.S. Bank prepaid solution, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa debit is accepted – over 38 million worldwide. U.S. Bank prepaid cardholders can also withdraw cash at over 2.1 million Visa/PLUS ATMs and over 102,000 Visa-branded national banks and credit unions. Plus cardholders get true service fee-FREE and surcharge-FREE ATM service within our "in-network" ATM coverage at U.S. Bank and MoneyPass locations.

To meet the prepaid needs outlined in Solicitation #NST080414, U.S. Bank recommends the continued use of our proven Visa-branded prepaid solution, highlighted by our flagship products below:

ReliaCard® for Government Disbursements

For the State's government disbursement programs, U.S. Bank will continue to use the ReliaCard prepaid solution – the same solution utilized by the State currently used for the following programs since 2004:

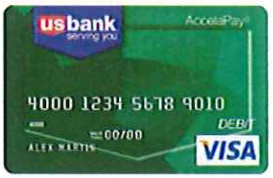
- 2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)
- 3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
- 4. NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

- 8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
- 9. NEBRASKA WORKERS' COMPENSATION COURT (NWCC)

Focus Card™ for Payroll & Payments

For the State's payroll and payment programs, U.S. Bank will migrate these programs from our legacy AccelaPay® product, to our NEW Focus Card product that offers a more comprehensive, simplified and feature-rich experience:

- 5. UNIVERSITY OF NEBRASKA – STIPENDS
- 10. NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL
- 11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL



AccelaPay® for DOC Applications (present – 2015)

For the State's DOC work release program, U.S. Bank plans to keep utilizing our legacy AccelaPay® product for this program until a new DOC product can be developed on our new, in-house FSV prepaid processing platform:

- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center

PayCard for DOC Applications (2015 – future)

Once development on our new, PayCard product for DOC applications is complete, U.S. Bank will migrate both the State's work release and inmate release programs to this product for the forseeable future:

- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center
- 7. NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program

Note: *Merchant, banking and ATM network coverage and fee vary per product. Please see* ***Exhibit A14 – Form A.14*** *for applicable coverage and fees for each prepaid card.*

B. PROJECT ENVIRONMENT

Exhibit 1 lists the agencies participating under the State's stored value card program, monthly dollar and number of loads along with a count of active cards. Also under this contract is Omaha Public Schools. Multiple State agencies will use the services under the contract from this RFP. The Nebraska State Treasurer's Office will be the point of contact for State agencies to coordinate services and resolve issues along with the State Agencies. The Nebraska State Treasurer's Office will also be the point of contact for contract negotiations, renewals or questions related to the contract.

Each State agency using the services under this contract will designate a Program Lead. The Program Lead is responsible for coordinating services for their program, representing their program on monthly conference calls with the contractor, working with the State Treasurer's Office to coordinate services and resolving issues relating to that specific program.

The bidder shall review and acknowledge its ability to work with all entities wishing to use the services under this RFP including those listed in Exhibit 1 and other State agencies, political subdivisions and governmental entities that would be eligible to participate under the contract.

usbank Key Point

Existing Prepaid Leadership Team in Place

Acknowledged. Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***
[redacted] *Relationship Manager* *Prepaid*	[redacted] is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
[redacted] *AVP, Sales Manager* *Prepaid*	[redacted] currently serves as the strategic partnership liaison for the State's prepaid programs.
[redacted] *VP & Relationship Manager* *Government Banking*	[redacted] currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

Technical Support Team with Over 150 Years of Combined Experience

State administrators also have an entire technical support team at their disposal by phone during normal business hours and via email after hours. Most often, client administrators work closely with our technical support team during the implementation cycle. After implementation, administrators are welcome to utilize the technical support team for one-off needs.

[redacted]

[redacted]

C. BUSINESS REQUIREMENTS

1. The bidder is responsible to research Nebraska State Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

   Neb.Rev.Stat. §48-1122 Prohibition of Discrimination
   Neb.Rev.Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.
   Neb.Rev.Stat § 73-205(3) Technology Access Standards
   Neb.Rev.Stat § 73-401 Contract with state agency; Public Counsel; jurisdiction Neb.Rev.Stat § 73-506(1) The State cannot pay for deliverables not received Neb.Rev.Stat § 73-506(2) Service contracts with unspecified or unlimited duration Neb.Rev.Stat § 81-2401 to 81-2408 Prompt Payment Act
   Nebraska State Constitution, Article XIII, § 3 Prohibits indemnification and limitations of liability

   Alternative Terms and Conditions that are in violation of or conflict with Nebraska State Statutes, this RFP document or the Nebraska State Constitution will be rejected by the State.

U.S. Bank is a Current State Partner

Acknowledged. U.S. Bank has been a prepaid partner of the State for over a decade. In that time, we have performed the due diligence required to understand our legal responsibilities to do business with the State, including all the requirements listed above.

2. Financial Stability
   The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract. A bidder not deemed financially stable may be eliminated from consideration.

usbank. Key Point

Highest Rated Bank in the Nation

Acknowledged. As of August 14, 2014, U.S. Bank is the highest rated bank in the nation as reported by Moody's, S&P, Fitch and DBRS. Our prudent and conservative banking principles are now seen as the "new paradigm" of success for financial institutions. Unlike many of our peers, we are well-positioned for growth and expansion and welcome the opportunity to extend our full product and service portfolio to all new customers as well as our existing customers. That's why more state agencies select U.S. Bank.

	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 **U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2 Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3 BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4 JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5 PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6 KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7 Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8 SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9 Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10 Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

U.S. Bank – The "Good Guys"
"Big banks are going to be forced to become more conservative, which is a boon to U.S. Bancorp. They are seen as the good guys."

Greg Donaldson
Chairman
Donaldson Capital Management

Source: http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-ex-ceo-dovik-seizes-market-share.html

David Ellison
Fund Manager
Hennessy Funds

Source: http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-ex-ceo-dovik-seizes-market-share.html

Better Banking Management
"We need more U.S. Bancorps. We're in a significant period of flux in the industry that is unprecedented in my lifetime. So I want to own the better management."

U.S. Bank Financials are Open to the Public

As a publicly traded corporation, our most recent annual reports (including internal control report, independent audit report and management letter, and audited income statement and a balance sheet) 10-K filings and 10-Q filings are available online for public viewing. Please utilize the following link to view all necessary filing reports:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo

3. Business Requirements

Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sections a – i are provided by the bidder/contractor or a subcontractor.

a. The bidder/contractor must be a State or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2).

U.S. Bank is a National Banking Association

Acknowledged. U.S. Bank is a national banking association licensed to do business in all 50 states in the nation, including the State of Nebraska. We have the requisite approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2) as we are the State's current prepaid partner. As a retail bank, we currently have the following presence in Nebraska:

U.S. Bank Nebraska Retail Presence	
Branches:	55
ATMs:	77
Employees:	645
Consumer Customers:	289,582
Business Customers:	17,561
Deposit Market Share:	5.9%

U.S. Bank was established as a financial institution on July 13th, 1863, when President Abraham Lincoln signed our charter. Today, U.S. Bancorp is the parent company of U.S. Bank National Association. With $389 billion in assets as of June 30, 2014, U.S. Bancorp is the 5th largest financial services holding company in the United States. We conduct business operations through 3,174 bank branches and 5,005 ATMs (brick and mortar) in 25 states, and provide a comprehensive line of banking, brokerage, insurance, investment and mortgage, trust, and payment services products to consumers, businesses, governments and institutions in all 50 states. We provide financial services to our 17.4 million customers with approximately 66,000 employees throughout the United States and Europe. U.S. Bancorp and its employees are dedicated to improving the communities they serve, for which the company earned the 2011 Spirit of America Award, the highest honor bestowed on a company by United Way.

b. The bidder must be a member of Visa or MasterCard Card Associations and be an authorized issuer of cards for the purposes detailed in this RFP.

U.S. Bank is a Member of BOTH Visa and MasterCard Card Associations

Acknowledged. As the fifth largest bank in the nation, U.S. Bank has been a member of the Visa and MasterCard associations for over 30 years. Additionally, as a prepaid leader, we also serve as members or participants in a variety of industry and government forums to remain at the leading edge of the industry:

Government Affiliations

- Federal Financial Institutions Examination Council (FFIEC)
- Securities Exchange Commission (SEC)
- Office of the Comptroller of Currency (OCC)
- Consumer Financial Protection Bureau (CFPB)
- Financial Crimes Enforcement Network (FinCEN)
- Government Finance Officers Association (GFOA)

- National Association of County Treasurers and Finance Officers (NACTFO)
- Association of Public Treasurers (APT)
- National Association of State Treasurers (NAST)
- National Association of State Auditors, Comptrollers and Treasurers (NASACT)
- Association of School Business Officials (ASBO)

Industry Memberships

- Network Branded Prepaid Card Association (NBPCA) – Board Member
- Center for Financial Services Innovation (CFSI) – Charter Member
- Electronic Payments Association (NACHA) – Board Member
- American Payroll Association's (APA) Payroll Card Committee
- Financial Services Roundtable
- Western Payments Alliance (WesPay) – Board Member
- Upper Midwest Automated Clearing House Association (UMACHA) – Board Member
- International Payments Framework Association (IPFA) – Founding Member
- Electronic Check Council (ECC)
- MasterCard Prepaid Policy Counsel
- Internet Council
- Council for Electronic Billing and Presentment (CEBP)
- Electronic Benefits and Services Council (EBSC)
- Global Payment Forum

c. The bidder must have at least 3 years' experience providing branded stored value card (prepaid debit card) services for an entity similar in program size to the State of Nebraska or larger. The bidder must have experience operating card programs with similar technical requirements as those requested in the RFP.

Extensive Prepaid Program Experience

U.S. Bank has over fourteen (14) consecutive years of experience managing thousands of prepaid program clients, including 78 major state agencies and housing authorities spanning 26 states:

[redacted]

U.S. Bank holds a unique position in government prepaid program history. Not only did we pioneer the first ever government prepaid disbursement program in 2001 in Colorado (a child support program – the first of its kind), but with our recent award of the Maine Child Support program, we have provided the last remaining state child support program with a prepaid solution. Now, all 50 states in the union use prepaid cards for their child support programs.

With such a rich history in the industry, U.S. Bank can undoubtedly say that we have the experience, ability and the prepaid product solutions required to meet and in some cases exceed all of your expectations for this program. U.S. Bank has partnerships with numerous corporations, states and government agencies and has developed a multitude of prepaid debit card solutions for them, ranging from payroll and refund programs, to disbursement programs, per diem programs, and others. Our government prepaid program portfolio covers 26 states:

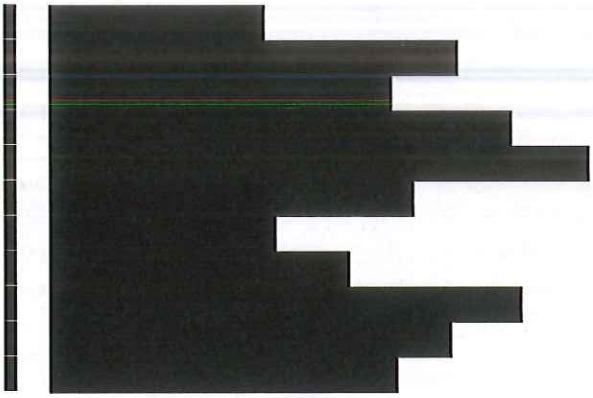
[redacted]

[redacted]

usbank Key Point

U.S. Bank Government Prepaid Gaining Momentum

Not only is U.S. Bank an industry leader for sustainable prepaid solutions, but our solutions are turning heads in the government market – especially after headline grabbing departures from some of our competitors. In 2014, U.S. Bank made significant headway in winning new business away from our competitors:

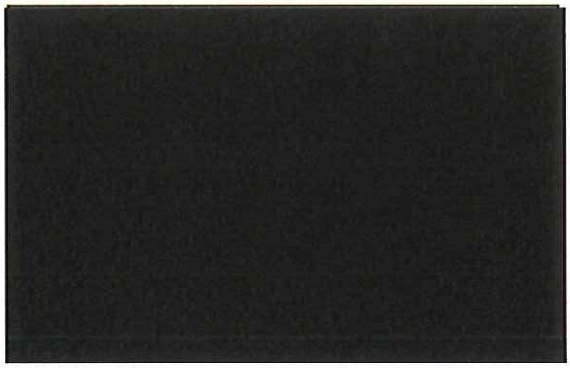


Amid heavy competition, it is clear that our prepaid value proposition matches or exceeds other big bank providers.

usbank Key Point

Over 10 Years of Experience with Nebraska Prepaid Programs

One differentiator no other competitor can attest to is our level of personalized State service and experience, having managed nine (9) State prepaid programs throughout the last ten (10) years:



d. The contractor is responsible to make sure that all card accounts established for participants under the contract(s) resulting from this RFP are FDIC insured per individual participant.

U.S. Bank is FULLY FDIC-Insured

Acknowledged. U.S. Bank extends FDIC insurance to all of our re-loadable debit card accounts including all State prepaid accounts up to an aggregate total of $250,000 per account. U.S. Bank's membership in the FDIC is public knowledge and can be obtained by visiting – http://www.fdic.gov/. The U.S. Bank FDIC certificate number is 6548.

Note: *Insurance totals subject to change due to changes in state or federal regulations.*

e. The contractor may not sell to a third party or use any cardholder account information, including but not limited to names, addresses, social security numbers, and email addresses for such purposes other than those agreed upon in writing between the State Treasurer's Office and the contractor. If any cardholder account information is compromised or a contractor/subcontractor system containing cardholder account information is compromised, the contractor is required to immediately notify the State Treasurer and is responsible for any security breach of such cardholder account information. The contractor shall update the State Treasurer's Office at least weekly following a compromise on the status of the investigation and of any law enforcement or forensic data security investigation findings relating to the incident involving State cardholder data.

U.S. Bank Privacy Policy

Acknowledged. As a standard policy, we do not share customer information or lists with third parties. U.S. Bank believes in protecting customers' private information, and was recently ranked by American Banker as one of the top three U.S. banks in consumer privacy. To view the U.S. Bank Privacy Policy, please visit:

https://www.usbank.com/privacy/pledge.html.

Note: *In terms of the contract with the State, U.S. Bank would not use particular State prepaid-specific cardholder information to solicit other business. In cases where U.S. Bank generated customer data overlaps with State prepaid data, U.S. Bank would be free to use the U.S. Bank-generated customer data to solicit other business. For example, if Joe Cardholder is a State ReliaCard user, but is also a U.S. Bank online banking customer, U.S. Bank would be free to use the customer data generated by Joe Cardholder's online banking relationship to continue to market products to him.*

Issue Escalation & Resolution Plan (for potential breaches)

Acknowledged. For the most part, operational issues, if any, are resolved by your dedicated Relationship Manager working in concert with our Operations Group. However, should an uncommon issue present itself and require a larger, more comprehensive resolution – like a security or data breach – U.S. Bank would implement a Level THREE response process to ensure that the issue is resolved in a timely and accurate manner:

Level ONE Response (99.0% of issues)	
Responsible Party	**Steps/Procedure**
Relationship Manager	1) Issue reported to Relationship Manager (RM) via our prepaid operations group. 2) RM tracks issue and then resolves it, or... 3) Escalates to specific **Level Two** support in the Prepaid Card Group (PCG).
Agency Communication	• RM communicates Level One issues and resolutions during regularly scheduled business review conference calls or meetings.

Level TWO Response (0.9% of issues)	
Responsible Party	**Steps/Procedure**

VP of Relationship Management	1) Level Two support team resolves issue and updates tracking data. 2) If issue is not resolved, interested parties are brought together to assist in resolution. Parties could include: o VP of Operations o Operations Specialists o Relationship Manager
Agency Communication	• RM communicates Level Two issues and potential resolution plans within twelve hours of discovery.

Level THREE Response (0.1% of issues)	
Responsible Party	**Steps/Procedure**
Process Owner	• VP of Relationship Management escalates unresolved issues to Senior Management.
Types of Level Three Issues	• Issues with unacceptably prolonged closure. • Issues for customers experiencing abnormally high quantity and/or frequency of service quality/system performance issues. • Chronic, recurring issues. • Issues that are putting (or have put) the customer relationship at risk.
Escalation Process	• Escalation is done by sending an e-mail to the Operations Servicing Issues group that contains the following: o Customer Name o Operations Specialist Name and Phone number o Relationship Manager Name, Business Line and Phone Number o VP of Relationship Management Name and Phone Number o Description of the issues impacting the customer
Resolution Tracking	• An appointed Senior Management representative will log the issues and engage appropriate Operations (or other groups) in the research and resolution of the issue. • All "Open" issues recorded on the Issues Escalation Log.
Agency Communication	• The RM communicates all Level Three issues and potential resolution plans immediately upon discovery.

f. The contractor is required to complete a joint mailing with the State Treasurer's office at contract conversion to the card association banks located in Nebraska. The mailing will be completed at the expense of the contractor to announce the contract conversion. The State Treasurer and Program Leads will have final approval of the letter and mailing content.

usbank Key Point

No Contract Conversion Needed

Since U.S. Bank is the incumbent prepaid provider for the State, a joint mailing to the card association banks isn't necessary as the programs wouldn't be converting to a new provider. While U.S. Bank is open to fulfilling this component of the RFP, we recommend the State forgoing this action should U.S. Bank retain the business as an additional communication may actually cause more confusion to the cardholders than necessary.

g. The State requires that the contractor be available if requested by the State Treasurer's office to hold monthly conference calls with the State Treasurer's Office and the Program Leads to discuss any updates or concerns that relate to any program(s).

Monthly Conference Calls Available

Acknowledged. U.S. Bank currently connects with State administrators each month on prepaid conference calls and pledges to continue this practice for the foreseeable future. We look forward to collaborating with the State on ways to improve the dynamic and content of the calls in the future.

h. Monthly reports will be sent by the contractor to the State Treasurer's Office and the Program Leads. These reports may be emailed or downloadable from the contractor website and must be provided to the State Treasurer's Office and the Program Leads by the 15th day of the month following month end.

Monthly Reports Provided

Acknowledged. As needed, your dedicated relationship manager, [redacted], in concert with our prepaid technical support team, will provide the State any necessary reporting required – either manually or through our prepaid administrative website.

Prepaid Administrative Website

Additionally, U.S. Bank's prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- ***Cardholder Data Protected by Reg E*** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- ***Daily Report Updates*** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- ***24x7x365 Availability*** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- ***Exportable Reports*** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- ***12-Month Data View*** – All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- ***Report Authorization Structure*** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.
- ***Customizable Reporting Available (optional)*** – Customizable reporting is available.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation

• Reporting Access • Demographic Maintenance	• Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

i. State requires the contractor to provide an annual review of the State programs participating under this contract. The review can be provided to the State Treasurer's Office and Program Leads in person or by conference call. The State requires the contractor to review regulatory and industry changes affecting the card programs, discuss industry trends, discuss anticipated changes in existing programs and developments in the other state or governmental programs the contractor is operating. The State program review is an excellent opportunity to discuss the status of existing card programs and plan for future activity of the programs. The annual review would be for a period beginning April 1st and ending March 31st.

Annual, Onsite Program Business Review

Acknowledged. As the State's current prepaid provider, U.S. Bank has been participating in this activity for over ten (10) years. We aim to conduct all annual business reviews onsite in Nebraska, unless an unavoidable scheduling conflict occurs. We actually just concluded our annual review with the State on September 8th, 2014, presented by your dedicated relationship manager, [redacted], and your overall banking relationship manager, [redacted]. Portions of that review included:

- State Program Information
  - Program Details
  - Performance Metrics
  - Current Program Trends
  - Cardholder Spend
- U.S. Bank Prepaid Landscape
  - Industry Changes/Trends
  - Regulatory Alerts
  - U.S. Bank Updates
  - Product Enhancements & Innovations

4. Annual Report

The contractor is required to provide an annual report for the period 04/1 to 03/31 to the Nebraska State Treasurer's Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all state agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP.

Report information shall be detailed by month and program and include at a minimum the following detail:

	Type	Frequency	Description
1	Financial Activity	Annual	A summary of the total number of loads and amounts.
2	Financial Activity	Annual	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Annual	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Financial Activity	Annual	Aggregate account balance(s).

5	Cardholder account activity	Annual	A summary of activated, active, inactive, closed, and escheated accounts.
6	Card issuance activity	Annual	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

Annual reports must be provided to the State Treasurer's Office and the Program Leads by April 15th of each year.

Annual Program Report

Acknowledged. As the State's current prepaid provider, U.S. Bank has provided this report in conjunction with our annual business review with the State for over ten (10) years. We actually just concluded our annual review with the State on September 8th, 2014.

Note: *Please see our response to* ***Section IV.C.3.i*** *for more information regarding our annual review process with the State.*

5. Additional Contracts
   The contractor shall notify Nebraska State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing.

Notification to the State Provided

Acknowledged. U.S. Bank pledges to notify the State in the event we find any additional contracts resulting from this RFP with eligible entities in advance of contract signing.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of the State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

U.S. Bank Prepaid Cards

All the prepaid cards offered in our solution (ReliaCard®, Focus Card™, AccelaPay®, and PayCard) are reloadable, Visa-branded prepaid debit cards that operate within the Visa and Interlink merchant networks for signature-based, PIN-based and cash back transactions (where applicable). Our responses to Section 1 – Basic Requirements are made in general disclosure about all of the products mentioned above. Where specific product differences, apply U.S. Bank has provided additional detail as clarification.

Note: *Please see our response to* ***Exhibit A2 – Form A.2*** *for additional information regarding our existing prepaid solutions in place for the State.*

1. BASIC REQUIREMENTS

I. Card Features:

a. Check-less Checking Account

U.S. Bank Prepaid Cards are Essentially "Checkless" Checking Accounts

Acknowledged. U.S. Bank prepaid cards act as essentially "checkless" checking accounts.

*Note: Our prepaid payroll products (Focus and AccelaPay) do contain convenience check features. While these check instruments assist cardholders with emergency access to their funds should the card go missing, convenience checks **DO NOT** function exactly like regular checks. Convenience checks can only be written out to the cardholder and can only be exchanged for the full balance of the card. Due to the overwhelming electronic convenience of the cards themselves, only 0.001% of our total cardholder base actually orders convenience checks, let alone uses them.*

b. No line of credit associated with the card

U.S. Bank Prepaid Cards DO NOT Contain Lines of Credit

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality.

c. FDIC Insured up to $250,000

U.S. Bank Prepaid Cards are FULLY FDIC-Insured

Acknowledged. U.S. Bank extends FDIC insurance to all of our re-loadable debit card accounts including all State prepaid accounts up to an aggregate total of $250,000 per account.

*Note: Please see our response to **Section IV.C.3.d** for more information regarding the FDIC insurance applied to our prepaid card accounts.*

d. Only available funds may be withdrawn from the account tied to the card

U.S. Bank Prepaid Cards ONLY Use Available Funds

Acknowledged. U.S. Bank prepaid cards only have access to the funds loaded to the account. If a purchase or transaction is made for a total over the balance of the card, the transaction is declined. Cardholders are not allowed to make transactions in excess of the card balance.

e. No interest can be charged

U.S. Bank Prepaid Cards Charge NO Interest

Acknowledged. Since U.S. Bank prepaid cards have no ties to lines of credit, or credit-related functionality, cardholders are NEVER charged interest.

usbank. Key Point

Interest-Bearing Savings Account Feature (ReliaCard & Focus Card)

While none of our prepaid products charge the cardholder interest, our new flagship products – ReliaCard and Focus – contain prepaid savings account features, where cardholders can actually **EARN** interest on the funds allocated to this feature. This cardholder benefit is a direct result of the innovations stemming from our new, in-house prepaid transaction platform.

f. Does not affect credit history

U.S. Bank Prepaid Cards DO NOT Affect Credit History

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality. Therefore, their use will affect the cardholder's credit history in any negative way.

g. Universal eligibility – no application or credit check

Any Recipient is Eligible for U.S. Bank Prepaid Cards

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality. Therefore, any recipient – regardless of credit history – is eligible to receive a prepaid card.

Federal OFAC Checks Apply to Prepaid Cards

While there are no eligibility restrictions with our prepaid products, U.S. Bank prepaid cards, like ALL prepaid cards, are subject to strict Office of Foreign Assets Control (OFAC) identity checks. In order to meet these standards, U.S. Bank will perform identity checks on each prepaid card enrollee to ensure that they are not on the OFAC Watch List. These checks will utilize the following cardholder information:

- First and Last Legal Name
- Physical Address
- Social Security Number (SSN)
- Date of Birth (DOB)
- Phone Number

h. Card color and design close to existing card programs

Same Card Designs Used

Acknowledged. Since U.S. Bank is the incumbent provider, we'll utilize the current program card designs. However, due to the State's long-term partnership with us, we'll be more than happy to entertain other custom card design options, if interested.

The NEW ReliaCard Standard Card Design!

i. No cost to the State or the cardholders for card issuance

NO Card Issuance Costs to the State or Cardholder

Acknowledged. All the prepaid cards offered in our solution (ReliaCard®, Focus Card™, AccelaPay®, and PayCard) bear ***no card issuance costs*** to either the State or the cardholders.

> ***Note:*** *Please see our Financial Response for all details related to fees associated with our prepaid card products.*

j. Activation number must be a toll free number with no costs to the State or the cardholders.

Cardholder Selects Initial PIN through Card Activation

Acknowledged. For ReliaCards and Focus Cards (both shipped and instant issue), cardholders have access to two (2) cost free activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

The card cannot be used for purchases until it is activated by the cardholder and a PIN has been uniquely chosen. Instructional materials within the card package alert the cardholder how to activate and create a PIN:

Prepaid Card Activation & PIN Creation Process	
Step 1	Cardholder calls the secure program IVR or logs into the secure cardholder website.
Step 2	As a security measure, cardholders must enter the last four digits of their social security number. For secondary verification, the cardholder may be required to enter their date of birth or zip code.
Step 3	Once validated, the cardholder will be prompted to select a Personal Identification Number (PIN) for future information security.

If the cardholder has trouble with the automated IVR, they can select assistance from a live customer service representative to assist with the activation, if needed. Ongoing, cardholders will be able to change their PIN at any time through the program IVR, as well as through the website. They must know their last four (4) digits to their social security number (SSN) in order to change their PIN.

This activation process is completely COST FREE to the State and cardholder.

II. Merchant Codes:
Each program will have the option to block any Merchant or Merchant Category Codes as required by the agency.

Prepaid Cards Contain the Ability to Block MCC Codes
Acknowledged. All prepaid cards in our proposed solution to the State come with the ability to block MCC codes. Currently, the State utilizes this functionality on the following programs:

- 3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center

Even though the State could also use this capability on other programs, U.S. Bank recommends that each program keep their current setup. While MCC blocks present a good tool to modify purchase behavior for cards that utilize government-owned funds or aim to curb behaviors, when applied to card programs that utilize cardholder-claimed funds, it often upsets the cardholder experience and could potentially lead to negative public exposure. As the State can understand, U.S. Bank would prefer to mitigate as much of that risk as possible.

III. Enrollment Process:
a. Each program has the choice to set up a new account online or send an electronic file to the contractor each work day as needed or the ability to do both.

Multiple Data Transfer Options Available
Acknowledged. U.S. Bank engineered our prepaid card programs to work in concert with existing business technologies, making it easier to interface with our solution. Depending on the volume of cards required, or the State desired method, we have multiple ways to transmit card processing data:

1. **Secured Administrative Website** – Our secured administrative website is used for ongoing smaller quantity enrollments. Select State administrators will be given secured access to this interactive, web-based enrollment and search tool for both new account enrollment and account updates. Enrollments completed through the secure web-based tool occur in real-time.
2. **Excel Spreadsheet** – The Excel file is extracted from the State's system and uploaded to our secure administrative website.
3. **Batch File Transmission** – Batch File Enrollment allows the State to compile new account information for as many cards as necessary and transmit the information in one file to U.S. Bank. Although U.S. Bank can accept daily batch files via many different methods, our preferred methods are Secured FTP (File Transfer Protocol) with full data encryption or Internet Direct FTP.

b. Contractor creates an account for any new cardholders. Information needed for the cardholder would be: First name, middle initial, last name, address, city, state, zip, home phone number, daytime phone, date of birth, social security number, and optional mother's maiden name and email address.

U.S. Bank Manages ALL Prepaid Account Creation

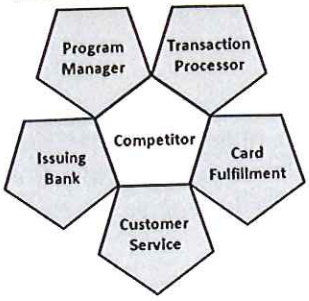
Acknowledged. U.S. Bank will manage all aspects of prepaid card account creation and maintenance, including collecting the necessary data above, if it applies (ex. Our new in-house processing platform no longer needs to use mother's maiden name anymore).

usbank Key Point

In-House Core Prepaid Functionality

With our acquisition of FSV Payment Services, Inc. in 2012, U.S. Bank now owns the core of our prepaid operation – the three PRIMARY components to any prepaid solution: the issuing bank function, the program manager function and the transaction processing function. Thanks to our investment, these core components are fully housed and managed within U.S. Bank – without the use of outsourced vendors – giving us superior control and flexibility with our programs

Competitive Solutions



U.S. Bank Solution

- Less Data Hand-offs
- Efficient Processing
- Fluid Innovation Process
- Stronger Accountability
- Clearer Communication
- Less Overall Risk
- Greater Control

Instead of multiple points of accountability, high rates of data transferability and less control, U.S. Bank owns the majority of the prepaid process, successfully eliminating unnecessary data security risk,

incorporating fluid and targeted innovation processes and providing a single point of stable accountability.

usbank Key Point

The Advantage of In-House Prepaid Solutions

With our recent acquisition of FSV Payment Services, Inc., U.S. Bank now owns virtually our entire prepaid operation – except the card production component. By internalizing these processes, U.S. Bank can offer our prepaid clients unprecedented processing and customer service benefits in the industry:

- **In-House Prepaid Transaction Processing Platform**
  - *Scalable, Robust, Reliable* – Capable of managing any program size.
  - *Massive Throughput* – Billions of transactions processed and millions of cards delivered.
  - *Improved Data Security* – Less process vendors, less data hand-offs.
  - *Immediate Access to Innovation* – Clients have closer access to processing innovations in development.
  - *Robust Reporting Suite* – With more access to the raw transactional data, U.S. Bank can provide a more robust suite of reports.
- **In-House Prepaid Call Center Service**
  - *Scalable & Redundant* – Capable of flexing service to meet planned and unplanned call spikes through fully redundant call center locations.
  - *Dedicated Quality Team* – For the express purpose of fully monitoring and auditing the call center agents for quality, consistency and accuracy.
  - *Flexible Call Center Knowledge-base* – For continual education on client program requirements, updates and current trends.
  - *Real-Time Call Escalation* – Designed to provide cardholders with the resources they need to get optimal service in a one-call resolution.
  - *Better Access to Quality Improvement* – Clients no longer have to fight through third-party vendor quality guidelines to affect quality change.

c. Contractor sends new card package to the new account holder within two days and will include the following information:
   1. Debit card in the appropriate color and design for the program
   2. Schedule of fees
   3. Terms and conditions
   4. Information on where and how to use the card

Shipped Card Model – Cards Received within 7-10 Days

Acknowledged. The vast majority of our "shipped" cards are processed and issued into the U.S.P.S. mail stream within 1 business day of receiving the enrollment file from the State, depending on the receipt time of the file. This "shipped" card enrollment model leverages the fulfillment strengths of our only subcontracting partner, Fiserv Output Solutions (FOS) to process and ship individual, personalized cards to cardholders:

Personalized Card Production Process – "Shipped" Card Model

Business Day 1	Business Day 2	Business Day 3	Business Day 4	
Card File Received	Card Plastic Created & Mailed	Mail Date Available in CH Account	Mail Date Available in Reports	Est. Remaining Delivery Time: 3 business days
▪ Card number created. ▪ Card data sent to production.	▪ Card mailed to cardholder by end of day (EOD). ▪ Anticipated delivery via USPS: 5-7 business days.	▪ Client can see when the card shipped in the admin website.	▪ Client can see shipped cards in admin reports.	

1. Data File Transfer	• The State transmits a data file to U.S. Bank with information for each recipient's name, address, SSN and date of birth. • U.S. Bank returns a data file with each recipient's deposit account number (not the card number) for import into the State's disbursement platform. ○ *Optional: If the State uses their Unique Account Identifier, then this pass-back file process step is eliminated.*
2. Card Personalization & Delivery	• U.S. Bank sets up debit card account and passes file to Fiserv to produce the cards. • Fiserv Output Solutions (FOS) produces personalized branded cards and ships the cards directly to recipient residences.
3. Card Activation	• Cardholders need to activate their cards by calling the IVR system or registering online at the program website.

usbank. Key Point

A New Way to Issue Government Cards: INSTANT ISSUE

If a "shipped" card process isn't fast enough, U.S. Bank can also offer a faster enrollment and fulfillment model – our Instant Issue model, which deploys non-personalized, instantly issued and funded cards directly to recipients onsite at State locations:

Instant Issuance Card Enrollment Process

Business Day 1			
Onsite Plastics Inventory	Card Issued Onsite	Cardholder Enrollment Form	Enrollment File Sent
▪ Cards pre-produced and delivered to client locations. ▪ Anticipated delivery via USPS: 5-7 business days.	▪ Managers instantly issue card packets directly to recipients onsite.	▪ Cardholder opens card packet and reads cardholder instructions. ▪ Cardholder fills out enrollment form and returns it to manager.	▪ Managers enter enrollment data. ▪ Client sends enrollment file to U.S. Bank.

1. Card Instantly Issued	• The State will have a stock of "instant issue" kits describing funding options and enrollment instructions and instant issue branded cards. • The State will provide new enrollees with a kit describing their pay choices and enrollment instructions. • Recipients who elect to be paid via a Reliacard will be handed an "instant issue" kit.

2. Enrollment Form	• The "instant issue" carrier has the card's Routing Transit Number (RTN) and ACH direct deposit account number. • Recipients will fill out their identifying information and turn a pre-printed enrollment form in to the State.
3. Data Transfer	• The State will enter new enrollee data and the card RTN and ACH direct deposit account number into your ACH system or will create an Excel spreadsheet for uploading into the U.S. Bank program. • The State will transmit a daily registration data file to U.S. Bank containing the recipients' names and selected other information as well as the card deposit information provided on the card carrier. • If cards are issued one card at a time, then no daily file is sent.
4. Card Activation	• Once registered, recipients will call the IVR system or register the card online to activate the card and the card can be utilized immediately.
5. Card Personalization (if requested)	• If they desire, recipients can request a free personalized branded card with their name embossed from U.S. Bank Customer Service. • The FREE personalized cards will be mailed to their homes and typically will arrive within 7-10 days. • The instant issue card has all of the same features and capabilities as the personalized card.

Prepaid Card Educational Materials & Disclosures

U.S. Bank sends an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents:

Welcome Brochure

- Explains where their card will be accepted for purchases.
- Identifies and explains the use of ATMs that will accept the card.
- Educates cardholders on contacting Customer Service and potential reasons for calling.
- Shows cardholders how to obtain account balance information.
- Differentiates the fact that the card is a debit card – not a credit card.

Card Carrier

- Explains the transition process, reason for getting a new card and new features and benefits.
- Instructs cardholder on proper card activation and PIN selection.
- Educates cardholders on contacting Customer Service and potential reasons for calling.
- Highlights necessary State contact information and potential reasons for calling.
- Describes any program-related usage fees.

Cardholder Agreement

- Contains the Cardholder Agreement (terms and conditions) pertaining to the specific prepaid program.

U.S. Bank's Privacy Pledge Brochure

- Pledges to keep all cardholder information confidential.

- Provides cardholders the option on whether or not to receive other product information from U.S. Bank.

*Note: Please see **Exhibit IV.D.1.iii.c** for **SAMPLE Marketing Materials.***

d. Cardholder activates the card by dialing the contractors toll free customer service number.

Two Methods for Card Activation

Acknowledged. For our shipped, personalized prepaid cards, cardholders have access to two (2) cost free activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

*Note: Please see our response to **Section IV.D.1.I.j** for more information regarding our card activation process.*

e. Cardholder activation is not required prior to loading payments.

Card Activation NOT Required for Loading Payments

Acknowledged. Prepaid cards do not have to be activated for the State to load funds to them.

IV. Demographic Updates:

Each participating State program will have the opinion on how cardholder addresses will be changed. Each State program has listed their specific needs on Form A.

Flexible Demographic Change Processes

Acknowledged. We have provided detailed responses in Forms A2-A13 for each program's desired demographic change process. As government prepaid program leader, we can process them in a variety of ways:

- ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates State systems with a synchronization file each day. We recommend this process for a variety of reasons:
  - ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
  - ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
  - ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 24x7x365 and can easily offer assistance.

  Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- *State Controlled Changes (Alternative):* Although the prepaid card transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
- *Separately Controlled Changes (Alternative):* The cardholder must contact both the State and U.S. Bank to change their address with both parties.

usbank Key Point

Database Synchronization for Demographic Changes (If Necessary)

Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

V. Card Loads:

a. Funds will be available to the cardholders at the open of business Central Time on settlement day.

Funding Availability Times Mirror Federal Reserve

Acknowledged. The U.S. Bank ACH Team currently receives files from the Federal Reserve/ACH Clearing House during the following windows:

Day	ACH File Submission	Funds Posted to Card Account
Sunday	No Transmissions.	
Monday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Tue)
Tuesday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Wed)
Wednesday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Thu)
Thursday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Fri)
Friday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Sat)
Saturday	1:00 AM CT	5:00 AM CT

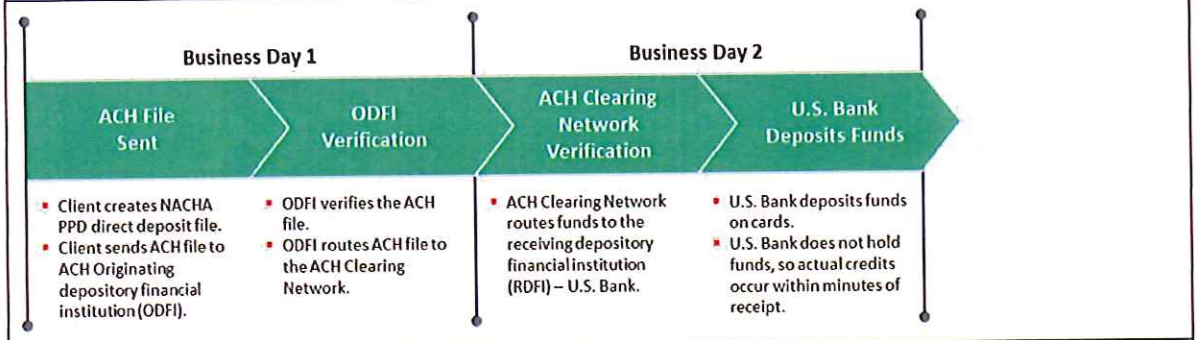
The date/time that the actual funds will post to a cardholder's card is completely dependent upon when the State initiates the ACH File to the originating depository financial institution (ODFI). We will also post according to whatever the effective date is for each ACH file, which is also controlled by State.

b. Contractor will receive an ACH transaction for loads to the cardholders.

ReliaCard uses Standard NACHA ACH Format – Just like Direct Deposit

Acknowledged. The State will have sole responsibility for initiating card funding transactions through ACH. If the State currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The State will continue to determine the ACH effective date for each outgoing funding file.

Card Funding Process



1. Data File Transfer	• The State will transmit a funding file (NACHA-approved ACH PPD entry class code) to their ACH originating bank.
2. ACH Bank Verification	• The State's ACH bank verifies the contents of the funding file and passes it to the ACH Clearing Network for distribution.
3. ACH Clearing Network Distribution	• Once the ACH Clearing Network receives the file, they too verify the contents and distribute the funds to the ACH receiving banks (U.S. Bank).
4. Funds Deposited to Cards	• U.S. Bank receives funds and deposits them to individual prepaid cards. • U.S. Bank does not hold cardholder funds, so actual credits to prepaid card accounts occur within minutes of receipt of the funds.

Real-Time Adjustments for Funding Errors

In cases of funding errors, U.S. Bank can assist the state in reversing the funding transactions in real-time by sweeping funds back into the adjustment account.

VI. File Transmissions:

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

a. Connect Direct software
b. SFTP server with public key authentication
c. FTP SSL/TLS server
d. FTP client utilizing VPN

Flexible Menu of File Transfer Protocols (FTPs)

Acknowledged. U.S. Bank can utilize all required FTPs listed above. We engineered our prepaid programs to operate via a variety of file transfer protocols – many of them business standard practices and

existing technologies. This approach gives our clients a tremendous amount of flexibility when choosing prepaid programs. The State doesn't have to conform to one, or two FTPs. For the most part our broad array of protocols match up with virtually all client systems:

Internet Solutions:

- ***HTTPS*** – A secure means of transferring data using Hypertext Transfer Protocol Secure (HTTPS) with Secure Socket Layer (SSL) encryption. For this easy to use solution, you will be given a user ID and password to logon to our secured DDS transmission website to send and receive files over the Internet.
- ***FTPS (SSL)*** – File Transfer Protocol Secure (FTPS) with 128-bit SSL encryption.
- ***SFTP (SSH)*** – Secure File Transfer Protocol (SFTP) with Secure Shell.
- ***Applicability Statement 2 (AS2)*** – A specification for securely exchanging files over the Internet using Multipurpose Internet Mail Extensions (MIME) and HTTP.

Internet VPN Solutions:

- ***FTP*** – A communication protocol governing the file transfer between computers over a TCP/IP network.
- ***Connect: Direct*** – Software used for assured delivery of files over the Internet.

Internet File Transfer Protocols		
HTTPS	Security & Benefits:	• Transmissions are encrypted using 128-bit SSL encryption. • ID and password are encrypted and authenticated to allow confidential access to your data. • No network or firewall changes required for this option.
	Requirements:	• Web browsers utilizing 128-bit SSL encryption (i.e. Internet Explorer version 5.5 or higher, Netscape version 5.0 or higher).
	Optional:	• Pretty Good Privacy (PGP) encryption (SSL required) (additional fees may apply).
FTPS (SSL)	Security & Benefits:	• Transmissions are encrypted using 128-bit SSL encryption. • ID and password are encrypted and authenticated to allow confidential access to your data.
	Requirements:	• FTPS software clients with 128-bit SSL encryption ("Passive Mode" may be required).
	Optional:	• PGP encryption (SSL required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files. • Customer's staff or their software/service vendor may automate transmissions.
SFTP (SSH)	Security & Benefits:	• Transmissions are encrypted using AES 256-CBC encryption techniques. • SSH encrypts authentication and data before sending it over the open network.
	Requirements:	• SFTP software clients with password or SSH public key.

	Optional:	• PGP encryption (SSH 2.0 required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files. • Customer's staff or their software/service vendor may automate transmissions.
Applicability Statement 2 (AS2)	Security & Benefits:	• Transmissions are encrypted to ensure only the sender and receiver can view the data. • Designed to push files securely and reliably over the Internet. • Digital signatures ensure authentication. • Non-repudiation of receipt confirms that intended party received the file.
	Requirements:	• Certified AS2 software packages – see http://www.drummondgroup.com . • Supports up to a 100 Megabyte file before compression.
	Optional:	• File compression.
	Other:	• This protocol is not available with U.S. Bank's Image Cash Letter product.

Internet VPN File Transfer Protocols		
FTP	Security & Benefits:	• Site-to-Site Internet Protocol Security (IPsec) encrypted tunnel. • ID and password are encrypted and authenticated to allow confidential access to your data.
	Requirements:	• Native FTP software clients. • U.S. Bank requires both a primary and a redundant VPN network connection for disaster recovery purposes.
	Optional:	• PGP encryption (VPN required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files . • Customer's staff or their software/service vendor may automate transmissions.
Connect: Direct	Security & Benefits:	• Site-to-Site IPsec encrypted tunnel. • Advanced security options for perimeter authentication, data privacy and integrity.
	Requirements:	• Sterling Commerce Connect:Direct software. • U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes.
	Optional:	• Connect:Direct Secure+ for advanced security options such as mutual authentication, data encryption (SSL), and cryptographic message integrity checking.
	Other:	• This protocol is not available with U.S. Bank's Image Cash Letter product.

VII. Monthly Reports:

a. Each State program and the State Treasurer's Office will receive monthly reports from the contractor's website or transmitted directly to the State program.

Prepaid Administrative Website

Acknowledged. U.S. Bank's prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12)

months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- **12-Month Data View:** All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.
- **Customizable Reporting Available (optional)** – Our prepaid specialists can collaborate with State administrators to develop custom or ad-hoc reports as needed and essential.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

To provide a clear representative sample of our standard reporting suite, we have provided sample Focus Card reports as ***Exhibit IV.D.1.vii.a – Sample Reports*** at the end of this response. While the samples are Focus branded, all our prepaid products utilize our in-house processing system and administrative website.

Acxiom Data Warehouse

In order to provide even more data to our state agencies and corporate clients, U.S. Bank has developed a data warehouse with technology and marketing specialists, Acxiom. This data warehouse is meant to supplement our existing reporting suite and will offer our clients alternative views into their data.

b. Monthly reports tracking financial activity will include:
   1. Summary of the total number of loads and amounts
   2. Summary of the total number of ATM withdrawals and amounts
   3. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash- back combination transactions.
   4. Aggregate account balance at the end of the month

Monthly Monitoring via Standard Online Reporting

Acknowledged. Our standard reporting suite provides the State with the tools to successfully implement, manage and monitor your program, including load, ATM, POS and balance activity:

Standard Program Reporting Overview	
Report Name	**Description**
Card Order	Lists card IDs for card orders to allow you to verify that the funding ID numbers assigned to cardholders are valid.
Card Load	Provides information regarding the loads and reversals made to and from cardholder accounts including ACH, batch and funding/adjustment account transfers.
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, POS, card-to card transactions and product enrollments, along with the dollar amounts for applicable transactions.
Monthly Program Metric Report	Summary of card usage/program statistics on a monthly basis, cumulative throughout a calendar year.
Card Status	Provides a summary of the card count, card statuses, and replacement requests for a program.
Funding Reject	Lists cardholder accounts where loads have been rejected.
Card Account Detail	Provides a summary of cardholder information such as account & routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
Indicative Data Change Report	Summary of all cardholder accounts which had demographic data changes within a specific program.
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as invalid Social Security Numbers, dates of birth or zip codes.
Account Reconciliation	Provides the beginning and ending balances for your funding and adjustment accounts and all debits and credits within the period for batch and online manual payments.

- All reports are available through the U.S. Bank Prepaid Administrative Website and/or SFTP/Data Transmission.
- Access to specific reports is defined by your level of access within the Administrative Website.
- Reports are executed in real time and can be exported into Excel or Word for easy recording and analysis.
- "Current" data is defined as through the end of the previous day.
- Customize your reports by: daily, monthly or by date range.

NOTE: the date range for any report is limited to 31 days.

c. Monthly reports tracking cardholder activity will include:
   1. Summary of activated, active, inactive, closed, and escheated accounts.
   2. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded.
   3. Summary of the top market segments broken down by type, number of purchase transactions and the percentage of the total monthly sales for each ranked from highest to lowest.

Monthly Monitoring via Standard Online Reporting

Acknowledged. Our standard reporting suite provides the State with the tools to successfully implement, manage and monitor your program, including card activity, status and POS breakdowns.

> ***Note:*** *Please see our response to* ***Section IV.D.1.vii.b*** *for more information regarding our standard prepaid reports.*

Exportable and Custom Reports

Additionally, if our standard suite doesn't have a report matching the State's exact need, administrators can always export reports into Excel and cross-reference data to achieve the desired data results. As a final resort, your dedicated Relationship Manager, supported by our prepaid technical team, can work with you to develop any necessary and qualified custom reporting needs.

d. Monthly reports tracking customer service activity:
   1. Summary of the live calls accepted, answered, abandoned, abandoned < 15 seconds, average speed of answer, and average talk time per call.
   2. Summary of the IVR calls accepted and the total talk time for accepted calls.

Managed by Call Center Metrics

Acknowledged. As part of our acquisition of FSV Payment Systems, Inc; U.S. Bank Prepaid now has our very own in-house call center management team. This addition gives us more control over the quality of the customer service provided for our prepaid programs. Much of this control comes in the form of metric measurements to ensure we're meeting industry standards. Highlights of the last year include:

- Near 85% average service level for the year
- Abandonment rate stayed well under 3%.
- Average handle time scored well under the 5 minute industry norm.
- Average speed of answer never breached 20 seconds.
- IVR usage never dipped below 90%.

U.S. Bank Prepaid Call Center Metrics (SAMPLE)						
Month	*IVR*	*Live Agent*	*SL %**	*ABD%*	*AHT*	*ASA*
Aug-13	5,284,297	351,462	86.40%	1.69%	03:26	00:16
Sep-13	4,592,623	310,054	90.08%	1.06%	03:19	00:12
Oct-13	4,889,069	344,711	85.36%	2.18%	03:19	00:20
Nov-13	4,557,814	319,577	84.76%	2.17%	03:17	00:18
Dec-13	5,158,561	340,987	86.37%	1.86%	03:18	00:16
Jan-13	4,400,363	325,140	85.49%	1.98%	03:16	00:17
Feb-13	3,785,157	295,662	82.65%	2.31%	03:09	00:18
Mar-13	3,757,337	289,489	81.35%	2.56%	03:14	00:20

Apr-13	3,862,066	293,203	83.45%	2.65%	03:18	00:20
May-14	4,283,289	316,811	84.52%	2.64%	03:22	00:20
Jun-14	3,951,273	296,908	84.44%	2.22%	03:26	00:17
Jul-14	4,649,720	423,524	85.62%	2.51%	03:29	00:19

**Note: Service level is measured in percent of calls answered within 45 seconds or less.*

usbank Key Point

Program-Specific Call Center Reporting

Since we can assign a dedicated 1-800# to each State ReliaCard and Focus program, U.S. Bank can provide our state clients with program-specific call center reporting. Prior to this enhancement, call center data was reported from a product level with no real insights into program-specific call center trends and monitoring. Now U.S. Bank can monitor program-level trends and develop corrective actions much faster and with far better accuracy.

VIII. Annual Reviews:

a. Annual reviews will be up to the contractor to be held in person or in a conference call.

Annual, Onsite Program Business Review

Acknowledged. We aim to conduct all annual business reviews onsite in Nebraska, unless an unavoidable scheduling conflict occurs. We actually just concluded our annual review with the State on September 8th, 2014, presented by your dedicated relationship manager, [redacted], and your overall banking relationship manager, [redacted].

> ***Note:*** *Please see our response to* ***Section IV.C.3.i*** *for more information regarding our annual review process with the State.*

b. Contractor will supply annual reports per agency tracking financial activity to include:
   1. Summary of the total number of loads and amounts
   2. Summary of the total number of ATM withdrawals and amounts
   3. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash- back combination transactions.
   4. Aggregate account balance at the end of the month
   5. Summary of activated, active, inactive, closed, and escheated accounts.
   6. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded

Annual Program Report

Acknowledged. U.S. Bank has provided these reports in conjunction with our annual business review with the State for over ten (10) years. We actually just concluded our annual review with the State on September 8th, 2014.

> ***Note:*** *Please see* ***Exhibit IV.D.1.viii.b*** *for a copy of Annual Business Review delivered to the State this year.*

IX. Customer Service:

a. Contractor will supply a toll-free number for customer service calls for both the cardholders and the State program staff.

COST FREE, 24x7x365, Multi-Channel Customer Service

Acknowledged. All State prepaid programs will have a dedicated, toll-free number for cardholders to inquire about customer service. Furthermore, U.S. Bank believes that the cardholder should have virtually every avenue available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package around our cardholders – to give them the personal, self-service and proactive means to understand their account activity better:

- ***Program Website*** – Cardholders can simply login to the ReliaCard program website to manage their account at any time.
- ***Mobile Banking App*** – Cardholders can check the account balance, and view mini-statements on-the-go.
- ***Automated IVR Assistance*** – A user-friendly and automated response system to get answers quickly and easily.
- ***Live Agent Support*** – Provided by English/Spanish-speaking customer service representatives with an additional 170 languages of support.
  - Dedicated, Toll-FREE # for the State program.
- ***Text-2-Text Inquiries*** – Besides proactive, automated alerts, cardholders can also engage in two-way text inquiries to get critical account information as well.
- ***Mobile and Email Alerts*** – Cardholders can enroll in automated alerts for a variety of notices.
- ***ATM Balance Inquiries*** – Cardholders can obtain a balance inquiry via any Visa PLUS, U.S. Bank, MoneyPass or Allpoint ATMs.
- ***Mailed Disclosures*** – Throughout the lifetime of the program, cardholders will receive compliance disclosures, statements and other communications via the mail.

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Dedicated Toll-FREE Customer Support Numbers

As part of our migration to our new, in-house prepaid processing platform, all State prepaid programs will have their own dedicated, toll-free number for cardholders to inquire about customer service. With this enhancement, U.S. Bank can provide your cardholders more specialized service and your administrators will get more actionable call center reporting.

Note: *As of this RFP, only the ReliaCard and Focus Card programs are being outfitted with dedicated toll-free customer service numbers. Current and future PayCard programs may or may not utilize this functionality due to program constraints and differences.*

Dedicated Relationship Manager Assigned to the State

To ensure the State receives the utmost in quality client service, U.S. Bank will assign a dedicated Relationship Manager to the State and all its prepaid programs – one of our most-seasoned prepaid experts, [redacted].

Primary Program Contact	
Name:	[redacted]
Title:	Relationship Manager

Secondary Program Contact	
Name:	[redacted]
Title:	Sr. Relationship Manager

Address:	[redacted]
Phone:	[redacted]
Email:	[redacted]

Address:	[redacted]
Phone:	[redacted]
Email:	[redacted]

[redacted] will be your primary contact for all matters regarding your prepaid programs, generally providing a response within one business day or less on all program matters, including, but not limited to: account reconciliation, account closures, and accounts labeled as fraud, etc. Having the full support of the entire U.S. Bank Prepaid Support Team, , she, or her direct back-up, will be available every business day, during normal business hours (approximately between 8:00 A.M. to 5:00 P.M. Central Time) to assist State program administrators in the management of the program, including, but not limited to: Strategic Planning and Requirements Documentation

- Project Communication Development and Maintenance
- Program Consultation, Design and Setup
- Comprehensive Testing and Implementation
- Continual Program Monitoring and Maintenance

[redacted] uses numerous touchpoints to communicate with the state, including: web, phone, mobile and email correspondence, and standardized or customized reports.

b. Customer service staff should be available to the cardholders 24 hours a day, 7 days a week, 365/366 days a year.

COST FREE, 24x7x365, Multi-Channel Customer Service

Acknowledged. All State prepaid programs will have a dedicated, toll-free number for cardholders to inquire about customer service 24x7x365. Furthermore, U.S. Bank believes that the cardholder should have multiple avenues available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package around our cardholders – to give them the personal, self-service and proactive means to understand their account activity better.

> ***Note:*** *Please see our response to* ***Section IV.D.1.ix.a*** *for more information regarding our multi-channel customer service platform.*

c. Customer service staff should be able to:
   1. Access cardholder account balances,
   2. General transaction inquiries,
   3. Reporting of lost/damaged/stolen cards,
   4. Handle disputed transactions,
   5. Provide cardholder funds availability
   6. PIN selection/change
   7. Transactions history information

Comprehensive Functionality and Customer Service Applications

Acknowledged. Easy access to customer service is one thing, but customers also require a broad array of customer service functionality and applications. Across our multi-channel platform, State cardholders can service a variety of their needs, including:

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U.S. Bank Prepaid Customer Service Applications								
Application	*Web*	*Mobile*	*Text*	*Email*	*Live*	*IVR*	*Mail*	*ATM*
View Balance	X	X			X	X		X
View Transaction History	X	X				X		
FAQs	X	X						
Text/Email Alerts Registration	X	X						
Contact Us	X	X						
"In-Network" ATM Locator	X	X						
Card-2-Card Transfer	X	X						
Card Activation/PIN Selection	X					X		
View/Print Statement	X						X	
Display ACH Direct Deposit Info	X							
View/Print Terms and Conditions	X							
Display fee Schedule	X							
Display Privacy Policy	X							
Online Bill Payment	X							
Customer Data Updates	X				X			
Update Customer Information					X			
Report Lost or Stolen Card					X			
Dispute a Transaction					X			
Name/Address Change					X			
Compliance Disclosures					X		X	
Welcome Message			X	X				
Marketing Messages			X	X				
Low Balance Alert			X	X				
Money Loaded Alert			X	X				
POS Authorization Alert			X	X				
Decline Alert			X	X				
Card Shipped			X	X				
ATM/POS Decline			X	X				
POS Pre-Authorization			X	X				
Purchase Alert			X	X				
Help Message			X					
View Balance (2-Way-Text)			X					
Transaction History (2-Way-Text)			X					
View Savings Balance (2-Way-Text)			X					
Online Statement Message Alert			X*	X				
PIN or Passcode Update	X					X		

**Note: Denotes a feature that is COMING SOON from our product/feature development roadmap.*

X. Secondary Card:

a. Each program has the option to permit the cardholder with a secondary card, if the Cardholder requests an additional card. The secondary card will access the Primary Cardholder's Account. The Primary Cardholder is at all times liable and responsible for all transactions, fees, negative balances and all other activity with respect to the Secondary Card. The Secondary Card may be

used in the same manner as the Primary Cardholder's Card. The holder of a Secondary Card may report the Secondary Card as lost or stolen, but all other Account maintenance can only be performed by the Primary Cardholder. The Secondary Card shall be governed by the terms and conditions of the Card.

Add-a-Card Feature (Secondary Cards)

Acknowledged. Our Add-a-Card feature gives cardholders the ability to order joint-account cards for a spouse, family member or friend. Both cardholders have access to the same card account balance, features, and benefits.

If the Primary Cardholder desires to terminate the authority of the holder of the Secondary Card to access the Primary Cardholder's Account, the Primary Cardholder must recover the Secondary Card from that person, destroy the Secondary Card, and call the contractor to provide notice that there is no longer a Secondary Card. The Primary Cardholder will continue to be liable and responsible for all transactions, fees, negative balances and other activity resulting from continued use of the Secondary Card unless the Primary Cardholder requests the contractor to cancel all of the Primary Cardholder's Cards and issue a replacement Card. In addition, if the Primary Cardholder notifies the contractor that a Secondary Card is terminated, contractor may elect to cancel all of the Primary Cardholder's Cards and to issue a replacement Card. If the Primary Cardholder notifies contractor of the Secondary Card termination and request that, or contractor elects to, cancel all of the Primary Cardholder's Cards, the Primary Cardholder will not have access to the Primary Cardholder's Account until the replacement Card is received by the Primary Cardholder.

Closing Secondary Cards

Acknowledged. Our Add-a-Card feature allows the cardholder the ability to contact customer service to close out the secondary card, if desired.

2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)

Location of Program Recipients:

88.67% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing within Nebraska. 10.28% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing in other states (can provide a complete breakdown on the states). 1.05% of current payments are sent by paper warrant to recipients residing within a foreign country (can provide a complete breakdown on the countries).

ReliaCard is Accepted Anywhere Visa Debit is Accepted – Including International

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted, even internationally. With over 38 million POS locations, State cardholders will have no problem using their card with ease.

Marketing Support to Generate Higher Adoption Rates

The main challenge in implementing a prepaid card program is that recipients will not enroll in the program due to a lack of education about the benefits that come with the card. That's why U.S. Bank will collaborate with the State to develop a strategic marketing campaign to educate paper warrant recipients and encourage full participation. Our high prepaid adoption rates start here, where we isolate the drivers associated with your employees and their acceptance of the prepaid card. From there, we're able to design the informational collateral needed to drive higher adoption rates and ultimately generate additional savings for the State.

COST FREE Comprehensive Marketing Support

U.S. Bank will provide, in collaboration with key State administrators, a **Comprehensive Marketing Plan** designed to encourage proper use of the prepaid card programs. We view cardholder marketing and manager training as two of the most important components of a successful prepaid debit card solution. In this area, U.S. Bank provides an unmatched level of marketing strategy support covering:

- **Pre-Implementation**
  - Initial Card Outreach Plan
  - Initial Communication Strategy
  - Customizable Marketing Materials
- **Ongoing or Continual**
  - Recipient Education Strategy
  - New Recipient Enrollment
  - Updating Marketing Materials

usbank Key Point

Customized Marketing Materials

In order to drive more prepaid card enrollments, U.S. Bank will provide continual, standard (logo added) marketing support and assistance to effectively "engage" the use of prepaid cards across your programs, using a variety of marketing tactics to achieve our goals:

- **Electronic & Online Marketing** – Using online FAQs, presentations, training DVDs, videos, online web streaming and websites to keep the prepaid program in constant view of the recipient base.
- **Print Marketing** – Using print or POS marketing like banners, brochures, signage, hardcopy FAQs, newsletters and inserts to help saturate the Focus message in the print space.

Our ability to continually maintain promotional marketing throughout the lifetime of a program is a clear competitive advantage.

Program Description:
The NCSPC working with the Nebraska Department of Health and Human Services (DHHS) disburses child support and spousal support payments for the State of Nebraska. Payments are receipted in from employers, non-custodial parties, other State Disbursement Units, financial institutions, government agencies to include the IRS, Nebraska Department of Labor, Nebraska Unclaimed Property, Nebraska Lottery, and others. Federal guidelines require allocation and disbursement of these monies with two business days. Disbursements are made Monday through Friday excluding holidays.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Child Support Payment Center portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A3 – Form A.3*** *for additional information regarding our existing ReliaCard solution in place for the NCSPC.*

Provider enrollment process:
The custodial party (CP) is required to enroll for direct deposit or an electronic payment card. The NCSPC has an application which reviews the daily paper warrants mailed out. This application generates a form letter requesting the CP to choose between the two electronic means of disbursement or apply for an exemption. The CP's can at any time voluntarily enroll via mail-in form or online at the NCSPC website www.nebraskachildsupport.com. If the CP does not voluntarily enroll after the form letter enrollment processes, the CP is automatically enrolled. The contractor mails a card package to the CP. After seven days, payments begin to load to the card.

NCSPC can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NCSPC sees fit. If the NCSPC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
An electronic file of the cardholder information is sent on a daily basis to the contractor. The NCSPC also has access to a contractor operated website where enrollment can be made manually in case there are file transmission problems. The same information is provided when enrolling via the contractor's website.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies as the NCSPC sees fit. Currently the NCSPC uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the NCSPC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Once the enrollment file is received by the contractor, a card package is mailed to the CP. The CP activates the card by dialing the contractor's toll free customer service number. Upon activation with the contractor, an acceptance file is sent from the contractor to the NCSPC and immediately following this, payments begin being loaded to the card.

Standard, Personalized Card Shipping – 7-10 Days

U.S. Bank will simply continue to support the existing personalized card production and shipping process as the NCSPC sees fit. Currently the NCSPC uses our standard ReliaCard plastic design, delivered via our shipped card process using the U.S.P.S. If the NCSPC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery capabilities.*

If a card which has not been activated seven days after the NCSPC has automatically enrolled the CP, future payments will be loaded to the card. A letter will be generated notifying the CP of the funds loaded to the funds.

Inactivated Card Communications – Future Development

While the current process doesn't currently utilize this process, U.S. Bank is willing to entertain the process given it presents a cost-efficient and effective communication practice for both the NCSPC and U.S. Bank. We look forward to discussing this new procedural element in the future.

3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
A. PROVIDERS
Location of Program Recipients:
United States. Recipients are almost entirely in Nebraska, with very few providers in adjoining states.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DHHS cardholders will have no problem using their card with ease.

Program Description:
Individual providers have the option to receive payment by direct deposit or electronic payment cards (EPC). Individuals may provide child care, escort service, chore service, respite care, transportation, etc. for qualifying DHHS clients.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Department of Health & Human Services portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)

- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A4 – Form A.4*** *for additional information regarding our existing ReliaCard solution in place for the DHHS.*

Provider enrollment process:

There are two scenarios:

1. Local office worker offers the payment options to provider as they are enrolled. The provider completes an authorization form, submits it to DHHS. DHHS employees update a computer system to generate a file to the Contractor.
2. If the provider does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

DHHS can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

Instant Issue Cards AVAILABLE!

One concept to consider for the DHHS ReliaCard program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, DHHS admins can register and issue a non-personalized, ReliaCard directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

State to contractor enrollment process:

DHHS sends a daily electronic file to the Contractor. Contractor creates an account and mails an EPC to the enrollee, who must call the toll-free number to activate the card. The Contractor sends DHHS a daily electronic file notifying DHHS of cards activated. Any payments DHHS generates for that provider go to the EPC regardless of whether the card is activated or not.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies as the DHHS sees fit. Currently the DHHS uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DHHS requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

B. GRANTS
Location of Program Recipients:
Nebraska residency is a program eligibility requirement, but temporary absence from the state is permissible.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DHHS cardholders will have no problem using their card with ease.

Program Description:
The purpose of Aid to Dependent Children (ADC) is to maintain dependent children in their own homes if possible and to assist parents to provide care essential to healthy growth and development of children. Assistance through ADC provides financial aid to needy dependent children and to needy parents or relatives with whom the children are living. The purpose of this assistance is to strengthen family life and help parents to reach and maintain self-sufficiency and independence.

The AABD Program was established to provide financial aid and medical assistance to persons in need who are age 65 and older, or who are age 64 and younger and blind or disabled according to the Retirement, Survivors, and Disabled Insurance (RSDI)/Supplemental Security Income (SSI) Program definition of blindness or disability (see 469 NAC 2-007.02).

The State Disability Program was established to provide financial aid and medical assistance to persons who are blind or disabled and who meet the program definition of blindness or disability (see 469 NAC 2-007.02) but do not meet the durational requirements.

The purpose of the Child Welfare Payment and Medical Services Program is to provide payments and/or medical assistance for wards, former wards, children who are being adopted with a subsidy, families of wards or children at risk of becoming wards, foster parents, and families receiving guardianship subsidy.

Independent Living provides payment for a DHHS ward age 16 or older. The DHHS worker and the ward develop a plan involving education or a training program.

The Low Income Energy Assistance Program (LIHEAP) helps people with limited incomes offset the cost of heating and cooling their homes. In most instances the LIHEAP payment is sent to the utility providers however in certain situations, the payment is made directly to the client. Some of these payments are made to the EPC.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

Like the Nebraska Department of Health & Human Services portion in ***Section A*** above, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard – for these programs as well.

> ***Note:*** *Please see our response to* ***Exhibit A4 – Form A.4*** *for additional information regarding our existing ReliaCard solution in place for the DHHS.*

Program client enrollment process:
Local office DHHS caseworkers or ACCESSNebraska staff will determine eligibility for one or more of the programs listed above. They also offer cash grant recipients the option of receiving payments via direct deposit or EPC. DHHS staff updates NFOCUS with requests for the EPC and retain a record of the request in the case file. Future payments are then generated to the contractor.

If the client does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

DHHS can Continue with Existing Recipient Enrollment Strategy
U.S. Bank will simply continue to support the existing enrollment strategy on the programs above as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank. Key Point

Instant Issue Cards AVAILABLE!
One concept to consider for these programs as well is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, DHHS admins can register and issue a non-personalized, ReliaCard directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

State to contractor enrollment process:
DHHS sends a daily electronic file to the contractor. Contractor creates an account and mails a card to the enrollee, who must call the toll-free number to activate the card. The contractor sends DHHS an electronic file notifying of the card activation; any payments DHHS generates after that go to the card.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website
U.S. Bank will simply continue to support the existing enrollment methodologies on these programs as the DHHS sees fit. Currently the DHHS uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DHHS requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

4. NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE
Location of Program Recipients:
United States - including US territories: Puerto Rico and US Virgin Islands. International – Canada.

ReliaCard is Accepted Anywhere Visa Debit is Accepted – Including International

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, DOL cardholders will have no problem using their card with ease.

Program Description:
Unemployment Insurance pays benefits to those unemployed and underemployed individuals who meet monetary and other eligibility criteria. Nebraska pays benefits on a weekly basis. Payments are currently about 35% debit cards and 65% direct deposits. Payments increase in the winter months when seasonal companies experience layoffs.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Unemployment Insurance portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A5 – Form A.5*** *for additional information regarding our existing ReliaCard solution in place for the DOL.*

Provider enrollment process:
Claimant files claim and selects method of payment through automated phone system or Internet. Claimant can change method of payment throughout the time of claim.This is unlimited. Claimants that select debit card, then to direct deposit and back to debit card during the same claim year will have deposits made on the initial debit card account. If the claimant does not have their card, they will be told to contact the contractor directly to obtain a replacement card. A new enrollment is not sent.

DOL can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy on the programs above as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
An electronic file is sent on a daily basis with cardholder information. A new claim means a new card enrollment and a new card will be sent to the claimant. An enrollment for a debit card is sent when the claimant meets the first week of eligibility or is in a pay status. DOL will only send one enrollment per the life of a claim (no more than a 52 week period). There may be exceptions with Trade and Extended

Unemployment Compensation (EUC) claims which may allow payments to be made on a claim beyond a 52 week period.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs as the DOL sees fit. Currently the DOL uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DOL requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

5. UNIVERSITY OF NEBRASKA – STIPENDS
Location of Program Recipients:
United States and International.

Focus Card is Accepted Anywhere Visa Debit is Accepted – Including International

Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, University cardholders will have no problem using their card with ease.

Program Description:
The Athletic Department began using the Card program in August 2010 to load Athlete payments on a debit card. The program was used to eliminate the need for state warrants. The program is mandatory for all University student athletes. Their scholarship payments, reimbursement for books and supplies, meal money and any other payments are all "loaded" on their card.

U.S. Bank Focus Card™ – A COST FREE Solution to Manage Daily Expenses

For the University stipend portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. The Focus Card is a simple and cost-effective way for campus administrators to effectively control and manage everyday business, travel expenses and stipends. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Stipends

Our new Focus Card™ is the replacement product for our sunsetting AccelaPay® product. Focus contains all the same features and benefits contained in the AccelaPay card with a few additional benefits, including:

- ***Onsite Instant Card Issuance*** – Non-personalized cards can be registered and issued onsite to employees and students.

- ***Prepaid Savings Account*** – Opening an interest-bearing Savings Account makes it easy for cardholders to save money with automatic transfers from their card accounts.
- ***Cashback Rewards*** – Automatic cashback rewards are generated based off cardholder purchase history and deposited directly into the card account each month.
- ***Mobile Banking App*** – Cardholders can check the account balance, and view mini-statements on-the-go.
- ***Practical Money Skills*** – An educator-developed and educator-approved program designed to help consumers and students of all ages learn the essentials of personal finance.
- ***Reload Networks*** – U.S. Bank has partnerships with leading reload networks, which makes it easy and convenient for cardholders to add cash to their card account. Partnerships include Greendot® and Visa ReadyLink.
- ***ChekToday Convenience Checks (optional)*** – Cardholders can cash out their full balance using our ChekToday convenience feature.

Note: *Please see our response to* ***Exhibit A6 – Form A.6*** *for additional information regarding our Focus Card solution recommended for the University.*

Provider enrollment process:
The Athletic Compliance Office gathers the information from the student athletes that are required to enroll each athlete in the card program. The information is submitted via a spreadsheet upload for high volume periods and entered on the website for individual enrollments. Due to students changing addresses frequently, we have the Financial Institution mail all cards to the Athletic Business Office.

Multiple Enrollment Methods Possible – Excel Spreadsheet & Admin Website
U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the University sees fit. Currently the University uses either an Excel spreadsheet upload function or enrollment via the ReliaCard administrative website. If the University requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank Key Point

Instant Issue Cards AVAILABLE!
One concept to consider for the University Stipend program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, University admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center
Location of Program Recipients:
- Community Correctional Center, located in Omaha, NE – average population FY14 including furloughs - 179

- Community Correctional Center, located in Lincoln, NE - average population FY14 including furloughs - 415

PayCard is Accepted Anywhere Visa Debit is Accepted

PayCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DOC cardholders will have no problem using their card with ease.

Program Description:
NDCS provides inmates housed in two community correctional centers and on the Release Furlough Program (RFP) with a Visa branded prepaid stored value card in order to help them transition to living in society.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Work Release portion to this RFP, U.S. Bank plans to use our existing AccelaPay® card – the same prepaid solution currently deployed for the State and this application – until our NEW Élan PayCard solution is developed. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. Once that product is created, we will migrate the DOC-Work Release program to that product as well. The New Élan PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.

Current – 2015

AccelaPay DOC Applications
- Work Release (reloadable)

2015 – Future

PayCard DOC Applications
- Work Release (reloadable)
- Inmate Release (non-reloadable)

For purposes of RFP presentation for this section, U.S. Bank has chosen to highlight the NEW Élan PayCard solution on FSV, rather than the existing AccelaPay solution. We believe it offers a better mix of features and functionality than our sunset AccelaPay product.

> ***Note:*** *Please see our response to* ***Exhibit A7 – Form A.7*** *for additional information regarding our PayCard solution recommended for the DOC.*

A prepaid debit card is used for making purchases or obtaining cash via an ATM. An inmate can be housed in a community correctional center for a period of a few weeks to a few years depending on their case. The community correctional centers allow inmates a limited amount of cash. Inmates obtain cash via the ATM at the facility or ATM's in the community.

PayCards will Contain POS Purchase Capability and ATM Cash Access

Like the current AccelaPay Card, the future PayCard product will be built to contain the same card capabilities, including POS purchase capability and ATM cash access.

NDCS will load cards 2 times weekly for amounts ranging from $5 - $1500 per inmate. At times circumstances will exist that require an emergency load of funds for immediate need, so a method must be provided for this to occur. A load file will be transferred from NDCS to the contractor. The funding transaction will be sent thru the State Accounting System. Cards may be used at point of sale locations and ATM's outside the facility.

PayCard will Use Standard NACHA ACH Format – Just like Direct Deposit

The DOC will have sole responsibility for initiating card funding transactions through ACH. If the DOC currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The DOC will continue to determine the ACH effective date for each outgoing funding file.

> ***Note:*** *Please see our response to* ***Section IV.D.1.v.b*** *for additional information regarding our ACH card funding process.*

Adjustment Account Funding Available

If ACH funding isn't preferred for the DOC programs, U.S. Bank has an alternative funding option – our Adjustment Account funding. U.S. Bank can create this adjustment account to sit behind all the DOC prepaid cards. The State can fund this adjustment account and from there, program administrators can add or sweep back funds to and from the cards in real-time.

NDCS will require the cards issued under this program to have certain Merchant Category Codes blocked in order to restrict access to purchases inmates are not allowed to make while living in Community Correctional Centers. Inmates living in community correctional centers are responsible to manage their cash/purchases within NDCS rules and regulations.

PayCard can Block MCC Codes

PayCards come with the ability to block MCC codes. Currently, our AccelaPay product utilizes these MCC blocks and our new PayCard product will mimic those capabilities.

While MCC blocks present a good tool to modify purchase behavior for cards that utilize government-owned funds or aim to curb behaviors, when applied to card programs that utilize cardholder-claimed funds, it often upsets the cardholder experience and could potentially lead to negative public exposure. As the State can understand, U.S. Bank would prefer to mitigate as much of that risk as possible.

In order to regulate these purchases, NDCS requires certain staff to be able to access online, real time transaction information on the cards issued under this program. Available information must include: vendor, transaction amount, and date of transaction. A method for staff and inmates to obtain balance on the card is required. Ability to track purchases is required for NDCS staff to assure that inmates have only been to authorized locations.

usbank

Prepaid Administrative Website

DOC administrators will have access to our administrative website – a comprehensive tool for program maintenance and reporting. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

> ***Note:*** *Please see our response to* ***Section IV.C.3.h*** *for additional information regarding our online administrative website.*

NDCS also desires to limit daily withdrawals and daily point of sale transactions per day. The bidder should provide information on the possible type of limitations available. Following are the current restrictions:

- One (1) ATM withdrawal per day not to exceed $40
- Five (5) PIN- Based Point of Sale (POS) transactions per day not to exceed $300 in total
- Five (5) Signature Based POS transactions per day not to exceed $300 in total
- No withdrawals of cash at a bank via a teller
- No pay at the pump use
- No website access

Variable Withdrawal and Usage Limits to Mitigate the Likelihood of Fraud

Although we can configure unlimited transactional limits, U.S. Bank does recommend using limits to mitigate potential fraud. U.S. Bank has the ability to set up each program with different transaction parameters – each configurable by the State. These parameters are in place to establish a reasonable balance between the needs of our cardholders and a safeguard in the event the card is stolen and used fraudulently. Our standard default parameters are set as follows:

ReliaCard Transaction Limits		
Card Transaction Limits	***Count***	***Amount***
Maximum Card Balance	N/A	$40,000
Purchases (includes cash back)	20 per day	$4,000 per transaction
Teller Cash Withdrawal	2 per day	$1,025 per day
ATM Withdrawal	10 per day	$1,025 per day
Loads or Deposits	10 per day	$20,000 per day
Signature-based POS returns	4 per day	N/A
Pending ACH Credits	5 per day	$5,000 per day
ACH Loads	10 per day	$20,000 per day

Focus Card Transaction Limits		
Card Transaction Limits	***Count***	***Amount***
Maximum Card Balance	N/A	$40,000
Purchases (includes cash back)	20 per day	$4,000 per transaction
Cash Loads (Focus Card Only)	3 per day	$950 per day
Teller Cash Withdrawal	5 per day	$2,525 per day
ATM Withdrawal	5 per day	$1,525 per day
Loads or Deposits	10 per day	$20,000 per day
Signature-based POS returns	4 per day	N/A
Pending ACH Credits	5 per day	$5,000 per day
ACH Loads	5 per day	$20,000 per day

While the above limits are used as prepaid industry best practices to deter fraud, U.S. Bank can configure the ATM and Teller limits to match certain State needs, where applicable.

Replacement method for lost cards must be outlined along with costs. All costs associated with the prepaid cards must be identified; however, the following costs must be specifically addressed: card issuance, loading amounts on the card, point of sale, ATM withdrawals, including the frequency inmates can make a withdrawal at the facility ATM if it is not associated with your bank and not pay a fee. Bidder must explain process that NDCS will use for loading amounts on the cards and when the funds are available.

Replacement Cards

With the planned PayCard product, DOC cardholders will have two options to request replacement cards:

- ***Instant Issue Card Replacement:*** If instant issue cards are used, the cardholder can see an onsite administrator to receive an immediate replacement card.
- ***Shipped Card Replacement:*** Cardholders can always call our customer service line to request a replacement card shipped to them.

*Note: Please see our response to **Exhibit A14 – Form A.14** for a comprehensive pricing matrix for our PayCard solution.*

PayCard Pricing

As instructed in the RFP requirements, we have provided a summary of fees in our separate Pricing Response, as well as in a separate exhibit.

*Note: Please see our response to **Exhibit A14 – Form A.14** for a comprehensive pricing matrix for all prepaid products offered in our solution.*

PayCard will Use Standard NACHA ACH Format – Just like Direct Deposit

The DOC will have sole responsibility for initiating card funding transactions through ACH. If the DOC currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The DOC will continue to determine the ACH effective date for each outgoing funding file.

*Note: Please see our response to **Section IV.D.1.v.b** for additional information regarding our ACH card funding process.*

7. NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program
Implementation Date:
Potential future program (next two or three years)

Location of Program Recipients:

In the United States.

PayCard is Accepted Anywhere Visa Debit is Accepted

PayCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DOC cardholders will have no problem using their card with ease.

Program Description:

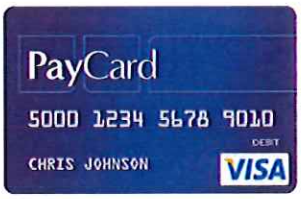
Approximately 250 of the approximate 300 eligible inmates a month are released either by discharge or following the inmate parole hearing. Inmate parole hearings are held at each correctional facility approximately 1-2 days a month depending on the number of cases scheduled. Inmates are released either by discharge or parole from 10 facilities across the State of Nebraska. NDCS Accounting must prepare release statements and checks for the balance of their various inmate accounts. Inmates are eligible to have multiple accounts as a part of the inmate trust system. The release statement and check are sent to the institution pending the inmate's parole. Currently, if the inmate is paroled the check is issued to the inmate and then the inmate cashes the check upon release. If the parole is denied the check is returned to NDCS Accounting, voided, and the funds returned to the inmate's accounts.

Inmates have experienced increased difficulty in cashing the release checks. NDCS is interested in issuing a prepaid debit card to discharged and parole eligible inmates in lieu of check payments. At times released inmates are transported directly to bus depots, etc. Often a bank is not open due to releases occurring on holidays and weekends or the time of day that an inmate is transported to the bus depot.

Approximately 7000 checks are issued to released inmates annually (this includes subsequent payments after release for inmate pay and certain refunds). Release checks can range from a few dollars to thousands of dollars. Some inmates will have significant amounts in their accounts due to work release or private venture employment, savings programs, and various funds they may receive from outside sources. Most inmates receive at least one additional check after they are released and some two depending on when inmate payroll is posted. Generally, about 350 checks are issued each month to released and paroled inmates. A method for issuing a card and being able to reload amounts would save a significant amount of time in NDCS Accounting. Released inmates receiving a card for release funds will be given an option to call and activate the cards prior to leaving the correctional facility.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Inmate Release portion to this RFP, U.S. Bank plans to collaborate with the State to design a NEW Élan PayCard product built in time for a 2015 release. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.



PayCard Applications

- Work Release (reloadable)
- Inmate Release (non-reloadable)

Two Methods for Card Activation

Acknowledged. For our shipped, personalized prepaid cards, cardholders have access to two (2) cost free activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

*Note: Please see our response to **Section IV.D.1.l.j** for more information regarding our card activation process.*

The Contractor must have the ability to issue a prepaid card versus a check to inmates being paroled or discharged. The proposed contractor solution must have the ability to accept multiple load payments as not all funds are available to an inmate on the day of release.

Multiple Load Payments Available

Acknowledged. All our prepaid products, including our proposed PayCard solution, will accept multiple payments in a day. Currently U.S. Bank allows 10 ACH credit transactions/per card per day and this limit is completely configurable.

*Note: Please see our response to **Section IV.D.1.v.b** for additional information regarding our ACH card funding process.*

NDCS expects to send the contractor two enrollment files a month for potential released inmates. The contractor will need to outline how the cards could be issued and loaded. Only NDCS Accounting staff would have the authority to close an inmate's account and load the funds; however, cards could be kept at all facilities in safe secured in the Business Office. NDCS will only load cards for inmates that have been granted a parole hearing or are being discharged. The ACH to fund the loads will be sent thru the State Accounting System. On occasion the NDCS Accounting office receives notification that circumstances for a particular inmate have changed and they are being released immediately. The bidder should specify if they have a method for an emergency card issuance and immediate load of funds.

PayCard can Mimic Existing Recipient Enrollment Strategies

As a new PayCard program, U.S. Bank mimic existing enrollment strategies from current programs as the DOC sees fit. If the DOC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the Inmate Release program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, University admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

*Note: Please see our response to **Section IV.D.1.iii.c** for additional information regarding our card production and delivery processes.*

Some inmates when released will return to a foreign country. The bidder shall specify if the cards can be used in a foreign country, specific countries, and differences in fees versus use in the United States.

PayCard can be Used Internationally

PayCards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, DOC inmates will have no problem using their card with ease.

PayCard Pricing

As instructed in the RFP requirements, we have provided a summary of fees in our separate Pricing Response, as well as in a separate exhibit.

> ***Note:*** *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution.*

Provider enrollment process:
The contractor will work with NDCS staff to develop inmate release enrollment forms (if determined necessary), FAQ sheets, and program literature to be understandable to a fifth grade reading level and printed in English and Spanish.

Prepaid Card Educational Materials & Disclosures

Acknowledged. U.S. Bank Prepaid marketing specialists will work with the State on developing the necessary cardholder education materials. Like the existing AccelaPay DOC-Work Release program, U.S. Bank will send an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents – crafted to a fifth grade reading level:

- Welcome Brochure
- Card Carrier
- Cardholder Agreement
- U.S. Bank's Privacy Pledge Brochure

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our prepaid card educational materials.*

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:
1) Connect Direct software
2) SFTP server with public key authentication

Cardholder activation required prior to loading payments: No

Multiple Enrollment Methods Possible – Connect: Direct & SFTP

U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Cardholder Demographic Updates:
The State cannot require the discharged inmates to provide an address. Inmates being paroled do not generally supply their post release address to Accounting until the time of release. All inmates will be asked to call the bank to update their address in order to receive future statements, etc.

Flexible Demographic Change Processes

Acknowledged. We have provided detailed responses in Forms A2-A13 for each program's desired demographic change process. As government prepaid program leader, we can process them in a variety of ways:

- ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates State systems with a synchronization file each day.
- ***State Controlled Changes (Alternative):*** Although the prepaid card transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
- ***Separately Controlled Changes (Alternative):*** The cardholder must contact both the State and U.S. Bank to change their address with both parties.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iv*** *for additional information regarding our demographic change processes.*

Other program needs:
The contactor must address each element with a detailed description of how the contractor intends to address the requirements. Discussions of methodology, contractor philosophy, benefits and drawbacks of various approaches are encouraged. The bidder shall provide additional sections that will increase the NDCS's understanding of the contractor's approach and options available to this program. The contractor must also include whether contractor can provide ongoing functional support including the costs associated with those paid by the program or those paid by the cardholder. NDCS will work the contractor on the implementation schedule.

usbank. Key Point

Existing Prepaid Leadership Team in Place

Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***

[redacted] *Relationship Manager Prepaid*	[redacted] is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
[redacted] *AVP, Sales Manager Prepaid*	[redacted] currently serves as the strategic partnership liaison for the State's prepaid programs.
[redacted] *VP & Relationship Manager Government Banking*	[redacted] currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

For the DOC-Inmate Release program, we'll use the same account team assigned to all State programs to promote consistency throughout. As your direct point-of-contact, [redacted] is available to the State during normal business hours (8-5pm CT) Monday-Friday and as needed, if necessary.

> ***Note:*** *Please see our response to* ***Section IV.B*** *for additional information regarding our comprehensive account and technical support team assigned to the State.*

The contractor must define clearly the proposed product architecture and delivery environment. The contractor must also address any technology issues that are important to the contractor's proposed approach.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Inmate Release portion to this RFP, U.S. Bank plans to use our NEW Élan PayCard product built on our internal FSV platform in 2015.

> ***Note:*** *Please see our response to* ***Exhibit A8 – Form A.8*** *for additional information regarding our PayCard solution recommended for the DOC.*

U.S. Bank Prepaid Built for Existing Business Technologies

Since all administrative functions for our prepaid card programs are web-based or use current existing business technologies, the State will not be required to install any additional hardware or software to run the PayCard program, nor integrate their current software or hardware into our system. The simple technical minimums required to manage the program are:

- **For Card Funding:** the ability to initiate loads via standard NACHA-approved PPD format.
- **For Program Access and Maintenance:** the ability to access the Web and standard file transfer protocols for cardholder enrollments, maintenance, file transfers and reporting.

The contractor must describe its approach to service and support of the software. The description must include support hours, methods, committed response times and escalation procedures. The support provided during the implementation and the support provided after implementation must be clearly described.

usbank Key Point

Existing Prepaid Leadership Team in Place

Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We

look forward to continuing our already great relationship with State administrators into the foreseeable future.

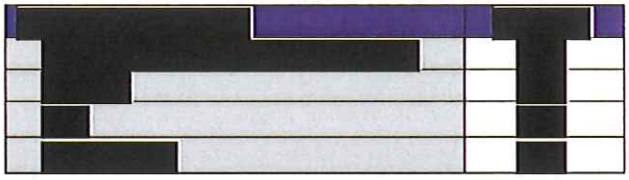
For the DOC-Inmate Release program, we'll use the same account team assigned to all State program to promote consistency throughout. As your direct point-of-contact, [redacted] is available to the State during normal business hours (8-5pm CT) Monday-Friday and as needed, if necessary.

Note: *Please see our response to* ***Section IV.B*** *for additional information regarding our comprehensive account and technical support team assigned to the State.*

The bidder shall detail any prior experience in establishing, implementing and managing correctional institution prepaid stored value card programs at the County, State or Federal level.

5 Years of DOC Program Experience – 4 State Programs

Including the State's DOC-Work Release program, U.S. Bank has a total of four (4) DOC prepaid programs. Below is a current breakout of the programs:



Provider enrollment process:
NDCS staff will enroll eligible inmates in the card program during the transfer process to the community center. This is currently via a batch process with the file sent daily (Monday through Friday, except State holidays) at approximately 3:00 PM daily. The bidder shall detail alternative options to enroll eligible inmates such as via a website. Inmates are not always committed under their legal name or sometimes change their legal name while in prison. NDCS would prefer to list their committed and legal name on the card; if only one can be listed it will be their committed name. The inmate identification number must be on the card. Identify what options are available for information embossed on the card.

Multiple Enrollment Methods Possible – Connect: Direct & SFTP

U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Card Plastic Capabilities

U.S. Bank has numerous solutions to help assist the DOC with fourth line embossing or other card plastic capabilities. When the State and U.S. Bank converge on the development time of this program, our team of prepaid specialists can discuss all the options with administrators and develop a plan for implementation.

NDCS may choose to use our Inmate Calling System for inmates to call and activate their card and inquire on their balance. This system provides a recorded message indicating it is a call from a prison facility and requires acceptance of the call. The inmate's name is announced in the recorded message.

If NDCS does not use the Inmate Calling System it will require use of staff phones and staff time to activate the cards, which we prefer to avoid.

PayCard Uses an Automated IVR System

Our automated IVR system requires sentient interactions and data entry for cardholders to activate their card and/or utilize customer service functionality. As described here, the Inmate Calling System would not synch up properly with our IVR or any vendor's IVR for that matter.

The contractor will work with NDCS staff to develop enrollment forms (if determined necessary), FAQ and program literature to be understandable to a fifth grade reading level and printed in English and Spanish. The bidder shall detail how quickly embossed cards could be available once enrollment is completed.

Prepaid Card Educational Materials & Disclosures

Acknowledged. U.S. Bank Prepaid marketing specialists will work with the State on developing the necessary cardholder education materials. Like the existing AccelaPay DOC-Work Release program, U.S. Bank will send an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents – crafted to a fifth grade reading level:

- Welcome Brochure
- Card Carrier
- Cardholder Agreement
- U.S. Bank's Privacy Pledge Brochure

*Note: Please see our response to **Section IV.D.1.iii.c** for additional information regarding our prepaid card educational materials.*

NDCS Accounting have four staff designated to place debit cards in a hold status, update SSN, update mailing address, and reset PIN lockout. These are important functions to maintain appropriate procedures to protect staff when inmates are removed from community centers to a secure facility. If an inmate is transferred out of the community correctional center and returned to a secure institution, the contractor is required upon notification from NDCS to cancel the card and return the funds to NDCS. Contractor must specify time frame for returning funds, understanding that the inmate may need access to these funds to purchase necessary personal items.

U.S. Bank will Collaborate on Account Deactivations and Returning Funds

Acknowledged. When the State and U.S. Bank converge on the development time of this program, our team of prepaid specialists can discuss all the options with administrators and develop a plan for implementation.

Keep in Mind...

Rightfully Claimed Funds are Cardholder-Owned

U.S. Bank looks forward to discussing this component in more detail with the State. As it stands, U.S. Bank's legal team, and the majority of the banking industry, defines the funds rightfully earned, qualified for or gained through government disbursement programs as owned by the cardholder. In those regards and in compliance with state and federal regulations, U.S. Bank cannot deactivate a card without permission from the cardholder, or a subpoena from the State. In those cases, U.S. Bank can accommodate a card deactivation within ONE (1) business day of notification from either the State or the cardholder.

In cases of funding errors or fraudulent claims, U.S. Bank can assist the state in

reversing the funding transactions, and perform investigations to determine the issue.. These are all standard processes in our prepaid programs.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

1) Connect Direct software
2) SFTP server with public key authentication

Multiple Enrollment Methods Possible – Connect: Direct & SFTP

U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
Location of Program Recipients:
90% of current retirement payments are sent by direct deposit to financial institutions located in Nebraska. The other 10% of retirement clients are located throughout the United States.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, NPERS cardholders will have no problem using their card with ease.

Program Description:
The Nebraska Public Employees Retirement Systems (NPERS), under the direction of the Public Employees Retirement Board (PERB), administers several statewide retirement systems for the State of Nebraska.

All five mandatory retirement plans administered by NPERS are governmental plans as defined under Internal Revenue Code § 414(d) and 29 U.S.C. § 1002(32) [i.e. ERISA § 3(32)]. The five mandatory plans NPERS administers are for State, County, School, Judges and Patrol employees. It is anticipated that members of all five plans would be eligible to participate in the card program.

NPERS makes approximately 193,000 payments annually totaling $284,852,000 to retirees. NPERS offers a card program to retirees as an additional payment option for receiving their retirement benefits. Last year, there were approximately 3,800 new retirees enrolled between the five plans. Payments range from $1.84 to $9,228.67. The average retiree payment is $1,470. Retires eligible for benefit payments under multiple programs currently receive separate payments. NPERS would be interested in having multiple retirement program payments loaded to the same card for individual retirees.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Public Employees Retirement Systems portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38

million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

***Note:** Please see our response to **Exhibit A9 – Form A.9** for additional information regarding our ReliaCard solution recommended for the NPERS.*

Retirees currently receiving payments would be grandfathered in allowing them to continue to receive state warrants (checks). Existing retirees would be given an option to switch payment options. The program would promote the card program as an additional option to direct deposit via their newsletter, periodic mailings and enrollment packages.

Agency website: http://www.npers.ne.gov/public/aboutus/aboutus.jsp

NPERS can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NPERS sees fit. If the NPERS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank Key Point

Marketing Support to Generate Higher Adoption Rates

For existing retirees grandfathered in, U.S. Bank can work with NPERS to develop any additional marketing needed to educate them on the benefits for the card in order to get them to adopt the product. Each additional retiree we get to adopt the card eliminates even more checks from the State system and ultimately saves you more money.

9. NEBRASKA WORKERS' COMPENSATION COURT (NWCC)

Location of Program Recipients:

Majority of the cardholders are located within Nebraska, with a small portion located in other States.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, NPERS cardholders will have no problem using their card with ease.

Program Description:
The mission of the Nebraska Workers' Compensation Court (NWCC) is to administer and enforce all provisions of the Nebraska Workers' Compensation Act, except those provisions that are committed to the courts of appellate jurisdiction or as otherwise provided by law.

The Vocational Rehabilitation Section is responsible for reviewing and approving proposed vocational rehabilitation plans, certifying vocational rehabilitation counselors and job placement specialists, and appointing a vocational rehabilitation counselor if the parties cannot agree on the selection. The progress of injured workers in an approved plan is monitored, and all payments from the Workers' Compensation Trust Fund for plan expenses must be approved by the vocational rehabilitation section.

Claimants eligible to participate in the stored value card program are injured workers participating in approved vocational rehabilitation plans who are eligible for reimbursement of mileage, supplies, books, and other expenses. Payments are made upon request by claimants. Claimants participate in approved vocational rehabilitation plans that vary in length from 90 days up to 4 years or more.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Workers' Compensation Court portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A10 – Form A.10*** *for additional information regarding our ReliaCard solution recommended for the NWCC.*

Provider enrollment process:
Two days after a vocational rehabilitation plan is approved, a letter with a direct deposit enrollment form and a stored value card payment authorization form is sent to the claimant. The claimant has two weeks to return either the direct deposit form or the stored value card payment authorization form. If the NWCC does not receive either form, the claimant is automatically enrolled in the stored value card program.

NWCC can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NWCC sees fit. If the NWCC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
Once a payment authorization form is received by the NWCC accounting section, the accounting section logs into the vendor's Admin Site and enrolls the claimant. This enrollment creates a cardholder account in the vendor program. Once the account is created the vendor sends a stored value card directly to the cardholder. The cardholder must activate the card once it is received.

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies as the NWCC sees fit. Currently the State programs uses a variety of methods, including: Connect: Direct FTP, administrative website, and others. If the NWCC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Standard, Personalized Card Shipping – 7-10 Days

U.S. Bank will simply continue to support the existing personalized card production and shipping process as the NWCC sees fit. Currently the NWCC uses our standard ReliaCard plastic design, delivered via our shipped card process using the U.S.P.S. If the NWCC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery capabilities.*

10. NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL
Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Focus Card can be Used Internationally

Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, State employees will have no problem using their card with ease.

Program Description:
This program is designed to allow state employees an alternative to the other two methods of receiving pay - receiving a direct deposit into their checking account or receiving a warrant (check) for their pay. Currently over 95% of state employees receive their pay as a direct deposit. Our long term goal is to eliminate warrants and the payroll card is a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees do not have a bank account. The payroll card eliminates this requirement. In addition, the payroll card offers much more security than the cash received from a cashed warrant. It also provides the ability to have the funds available to the employee the first thing on payday, so the employee does not have to wait until the warrant arrives in the mail the day after payday, or even later, depending on mail delivery times. Lost or undelivered warrants will become a thing of the past. Many employees who have direct deposit also have

a payroll card as it allows them to have some of their pay deposited directly onto their payroll card in order to take advantage of the debit card feature.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the University of Nebraska & Nebraska State Colleges - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Note: *Please see our response to* ***Exhibit A11 – Form A.11*** *for additional information regarding our Focus Card solution recommended for the DAS.*

State to contractor enrollment process:
State Accounting employees enter the application information for the AccelaPay card directly into the account setup program supplied by the vendor. Account numbers generated for this payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number. All other information required to create the account is supplied by the employee or gleaned from the State Accounting payroll system. The bidder should provide the employees of State Accounting with the security to access the account setup process, directions and the ability to establish a new account, and the ability to review and change demographic information for the cardholder when required to do so. The payroll card is to be sent directly to the employee once the account is established. State Accounting should receive an electronic report stating when the initial card is sent to the cardholder.

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the State sees fit. We also have numerous FTP methodologies to use, if the State desires a different approach. We'll gladly pledge our prepaid resources to assist in any capacity with a change.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the State university payroll program is our new instant issuance card deployment model. Rather than enrolling employees onsite and then getting a card mailed to them in 7-10 days, State admins can

register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

*Note: Please see our response to **Section IV.D.1.iii.c** for additional information regarding our card production and delivery processes.*

11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL
Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Focus Card can be Used Internationally

Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, University employees will have no problem using their card with ease.

Program Description:
This program has allowed University and NSCS to offer employees an electronic option for receiving pay should they not have a checking or savings account for direct deposit. Currently, the UN has 99% of their employees receiving their pay as a direct deposit and NSCS has 100% of their employees receiving their pay as a direct deposit. On average the UN & NSCS processes less than 15 warrants per month and the stored payroll card has been a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees, particularly non-residents of the U.S. do not have a bank account. The stored payroll card is an option that eliminates this requirement. In addition, the stored payroll card offers the card holders more personal control and security than a cashed warrant. Another benefit, current customer service can be provided to non-residents at an on-site facility that can offer hands on guidance if needed.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the Nebraska Department of Administrative Services - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wide access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

*Note: Please see our response to **Exhibit A12 – Form A.12** for additional information regarding our Focus Card solution recommended for the State College System.*

Provider enrollment process:
If an employee will be participating in the payroll card program, the employee completes a single paper form at their campus/college payroll department. An enrollment/setup form is required for the stored bank payroll card or the completion of a direct deposit form. The completed stored bank card setup form is remitted to a centralized office for the UN & at NSCS. This will prompt the steps for creating a new card account using the financial institution website and updating the UN & NSCS HR record with relevant stored bank card information. To facilitate and utilize technology more efficiently, having the ability to use a financial approved institution's electronic form would assist in minimizing legibility issues and aid communication with our non- resident employees. Once the employee is set up, the store bank card financial institution remits the payroll card and applicable stored bank card information directly to the employee.

State can Continue with Existing Employee Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy on the University payroll program as the State sees fit. If the State requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
The UN & NSCS would like to maintain the option to create an electronic method mutually designed and agreed upon by the UN & NSCS and the financial institution which would enable the sign-up data to flow to them and properly set the employee up in the financial institution's system. The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN & NSCS to examine. Once the bank stored account is setup all communication relevant to activation of the card and any other useful information regarding card usage, replacement, etc. is the responsibility of the stored bank card financial institution.
Employees are responsible to update their card information with the stored payroll card financial institution.

Agency website: UN - http://nebraska.edu; NSCS - http://www.nscs.edu/

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the State sees fit. We also have numerous FTP methodologies to use, if the State desires a different approach. We'll gladly pledge our prepaid resources to assist in any capacity with a change.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the State payroll program is our new instant issuance card deployment model. Rather than enrolling employees onsite and then getting a card mailed to them in 7-10 days, State admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

12. OPTIONAL -Nebraska Game & Parks – Gift Card Program
Program Description & Additional Program Requirements:
NGPC is interested in utilizing a gift card program in lieu of the gift certificate program the agency is currently utilizing. Currently the state agency operates a Nebraska Game & Parks Bucks gift certificate program. Gift certificates are sold in $25 increments – Five $5 sheets. If a gift certificate is redeemed for less than $5, the agency returns the difference back to the individual in cash. The agency currently manually tracks the sales and redemptions since they do not have machine capabilities. The current gift certificates do not have an expiration date and are issued for $100 or less.

The agency is interested in being able to load, issue, and redeem gift cards at all park locations, district offices, by phone and via the internet. The State would not be limited to Visa or MasterCard Branded Card for this program. NGPC has approximately 95 cash registers plus the ReserveAmerica machines which are computers with POS and credit card slide attached. The bidder shall detail the options available to NGPC. The card design must identify and be approved by NGPC. The bidder will need to have a system available or an online solution for NGPC to track the issuance, balances, redemption and escheatment of cards and balances on the cards. The state agency is interested in operation solutions that would allow the funds to be held and managed by the NGPC staff and the option for the bidder to manage the program and the escheatment process.

The bidder will detail options available to meet the needs of the agency. The bidder shall detail the required equipment needed in order to run a gift card program. (The cost must be detailed in the cost proposal pieces). The bidder will provide a flow chart for all suggested options of the gift card process from issuance, load, purchase authorization and settlement. The bidder will provide a written narrative either separately or on the flow chart to detail the process. The bidder must not propose cost prohibitive options (equipment too costly or bidder's fees are too high). The bidder will detail how NGPC staff and the gift card holder will be able to check card balances. The bidder shall detail its experience with programs charging a fee in conjunction with the gift card to handle program administration/issuance costs. The bidder will discuss how their proposed solutions will meet State of Nebraska Unclaimed Property Laws.

The bidder should detail their experience at handling gift card programs and any previous experience handling state government or Game & Parks programs.

No Bid
U.S. Bank is declining to bid on this portion of the RFP.

E. FUNCTIONAL REQUIREMENTS
Bidders must address the functional requirements in Attachment A, Form A.2 – A.12.

Complete Functional Requirement Responses Included
Acknowledged. As part of our response to this section, we have created ***Exhibits A2 – A12*** at the back of this response to address this functionality.

F. PROPOSED RESOLUTION
The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State Treasurer's Office and Project Leads to research and correct problems in a timely and professional manner throughout the entire contract.

U.S. Bank Solution will Continue to Meet Established Service Levels
Acknowledged. As the incumbent provider, U.S. Bank has met or exceeded the established service levels for many years now and will continue to do so after the migration to some of our newer, more exclusive prepaid products. We look forward to continuing to innovate our partnership our partnership with the State and bringing better prepaid solutions to your cardholders.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process to include all programs listed in this RFP, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Bidder must include the resources and support that will be provided for the contract period. Does bidder assign an implementation team or manager?

usbank Key Point

U.S. Bank Prepaid Already Implemented

Probably the largest advantage U.S. Bank holds is our incumbency with the State. We have all the prepaid solutions in place already. Furthermore, having purchased our own in-house prepaid processing platform, we are migrating the State programs to our upgraded program models.

6-Phase Implementation Methodology

Having implemented thousands of payroll card programs and 78 different state government programs, U.S. Bank has over the course of time and experience developed a systematic, proven implementation process that flexes to custom implementation scenarios. Our methodology features a complete collaboration with our clients and an unparalleled drive to carry the majority of the burden ourselves. To accomplish this, our implementation plan is divided into six sub-phases designed to individually tackle the specific components required for successful prepaid card program deployments. Our overriding goal during this process is to provide a seamless transition experience to the client:

1. ***Discovery*** – While the Discovery Phase does not directly involve our prepaid implementation team quite yet, it tackles all the preliminary necessities involved in transitioning to a prepaid program, such as: contract discussions and negotiations; program discovery, definition and requirements; and approvals. This pre-requisite phase is designed to set up the relationship for prepaid success and put the wheels of program implementation into motion.
2. ***Administration*** – Once the contract has been negotiated and the general discovery of all program elements are finished, the program will move into the Administration Phase, commonly referred to as "pre-implementation." This phase puts all the necessary administration pieces into place, including: formal documentation, logistics, and scheduling. Essentially this phase is ordering a program to be developed. This in turn communicates to the various cross-functional areas within prepaid that personnel and process pieces are needed to begin the critical programming and development of the programs.
3. ***Integration*** – During the Integration Phase, U.S. Bank works collaboratively with the State to develop the key pieces of client-related information to help integrate the State and its administrators into the prepaid program. Simply put, during this phase, U.S. Bank will develop the necessary interfaces for the client to participate in the program, like: client ID and administrative website setup, client program training and most importantly, the marketing and transition planning. It's at this time that U.S. Bank and the State will collaboratively assess and analyze program transition and marketing needs, develop the optimal strategy and develop the necessary collateral components to deliver a successful marketing and educational campaign. Our high rates start here, where we isolate the drivers associated with your recipients and their acceptance of the prepaid card. From there, we're able to design the informational collateral needed to drive higher adoption rates and ultimately save you money.

4. ***Programming & Testing*** – This phase is the nuts-and-bolts of the implementation process. From program set-up and internal testing, to client set-up and testing, to user acceptance testing, to production verification testing, U.S. Bank utilizes industry specialists in all critical areas to ensure superior program stability through methodic programming and testing. U.S. Bank doesn't become the industry leader in secure, stable banking without using our methodic, meticulous testing and auditing capabilities. Prepaid is no different. It's during this phase that we audit and test all fundamental aspects of the programs, from integration testing and test card orders, to production verification and operations preparation. Nothing about a prepaid program goes live without first being tested and approved for launch.
5. ***Launch*** – Prior to launching the program, U.S. Bank addresses some "pre-launch" requirements and checks with key program information on communication materials, as well as addressing final checks and balances with client support functions like our customer service package. Once those are addressed and everything has been built, tested and approved, the only thing left to do is launch the program and get it rolling.
6. ***Post*** – Finally, after the program has been launched, cardholders have received their cards, and spent their first funds, U.S. Bank continues to monitor the program via your dedicated relationship manager and document key learnings for future improvements. During this continual process, U.S. Bank will work collaboratively with the State in order to develop ways to fine-tune the customer experience, drive further adoption and possibly discover additional prepaid applications to save on costs within your enterprise.

Comprehensive Implementation Plan

The key to a successful program launch is a proven implementation plan. Our U.S. Bank Prepaid Implementation Plan is thorough and methodic in its deployment, yet still presents tremendous flexibility to be reviewed and adjusted "on the fly" should State administrators decide that a change is necessary. Our experience has shown that no two prepaid program deployments are exactly the same, and we fully understand that clients will often require numerous changes to program specifications while working through the implementation.

> ***Note:*** *Please see* ***Exhibit IV.G – SAMPLE Implementation Plan*** *for drill-down details into the responsibilities of all parties involved in the implementation.*

Prepaid Program Implementation Timeframes Vary

The implementation plan and methodology above represents a comprehensive take on the process. While some of our prepaid programs like the ReliaCard may incorporate all aspects of that implementation process, our Focus Card and PayCard products may not require the full implementation process. For that reason, program implementation timeframes may vary:

- ***ReliaCard:*** 12-16 weeks after contract completion.
- ***Focus Card:*** 8-10 weeks after contract completion.
- ***PayCard:*** In development (TBD).

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

usbank Key Point

Existing Prepaid Leadership Team in Place

Acknowledged. Since U.S. Bank has provided prepaid solutions to the State

since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***
[redacted] *Relationship Manager Prepaid*	[redacted] is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
[redacted] *AVP, Sales Manager Prepaid*	[redacted] currently serves as the strategic partnership liaison for the State's prepaid programs.
[redacted] *VP & Relationship Manager Government Banking*	[redacted] currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

Note: *Please see our response to* ***Section IV.B*** *for additional information regarding our complete account team and technical support team staffing assigned to the State.*

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

Dedicated Relationship Manager Assigned to the State

To ensure the State receives the utmost in quality client service, U.S. Bank will assign a dedicated Relationship Manager to the State and all its prepaid programs – one of our most-seasoned prepaid experts, [redacted].

Note: *Please see our response to* ***Section IV.D.1.ix.a*** *for additional information regarding your dedicated Relationship Manager.*

[redacted]

usbank

[redacted]

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

Monthly Conference Calls

While U.S. Bank does not provide a newsletter or email to our clients covering industry updates and such, we do incorporate a monthly conference call with all prepaid clients to discuss ongoing program maintenance and monitoring. It's at this time, our Relationship Managers cover any and all industry issues, rules and regulations updates.

4. Describe any on-going training that would be available as upgrades or system changes occur.

Continual Prepaid Administrator Training

To help drive higher adoption rates and better efficiencies across all your programs, it is critical that the State and its administrators know the immediate details of your programs so they can become advocates. Our ongoing training protocols are ultimately developed pre-launch in collaboration with the State to ensure maximum benefit for your administrators. Ideally, U.S. Bank trains select State program administrators or trainers to become the internal experts on the programs so they can then train other internal resources on the program as needed. However, if direct U.S. Bank training is needed for field personnel, we can work with the State on the appropriate training measures needed to accomplish that.

Additionally, with the program migration to our new prepaid processing platform, State administrators can anticipate receiving additional training to get up-to-speed with our new administrator website, functionality and features. To accomplish this, U.S. Bank uses training webinars, presentations, and user manuals to properly educate potential program administrators:

- ***File Formatting & Transfer Training*** – This training will show administrators the proper file formats to use to transfer enrollments and funding data to U.S. Bank.
- ***Card Administrator Website Training Guide*** – This guide is used by U.S. Bank prepaid partners as a reference for processes such as web-based card enrollments, updating current accounts, reviewing deposit histories and pulling various program daily reports.
- ***NEW Prepaid Training Portal*** – This interactive web portal was created to offer program administrators easy access to interactive, self-service training on a variety of topics to assist them in understanding how to manage their programs better.

Topics covered across these training materials will include common questions, card enrollment process and funding processes, reporting and more.

I. DELIVERABLES (REQUIRED)

This is a no cost contract to the State. Fees paid by the cardholder will be fixed in the bid process of this RFP and will be constant for the length of the contract and any extension periods. In evaluating proposals the State will be looking to minimize fees paid by cardholders for routine uses of the cards.

Recommended U.S. Bank Prepaid Solutions Come at NO COST to the State

Acknowledged. For this RFP, all our prepaid solutions and processes as recommended by U.S. Bank, including our ReliaCard, AccelaPay, Focus Card and future PayCard products; will come at NO COST to the State. In the rare circumstance that the State would request a process solution outside of our recommended scope, U.S. Bank would reserve the right to analyze those measures and charge a custom development fee to the State and/or adjust cardholder fees to accommodate the State's request.

Prepaid Prices Must Remain Fluid for Regulations

While U.S. Bank intends on leaving our pricing unchanged for the duration of the contract, the State must understand that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes may in fact alter prepaid functionality and require analysis, re-scoping and re-pricing to ensure the solubility of the program.

> ***Note:*** *Please see our separate* ***Pricing Response*** *and* ***Exhibit A14 – Form A.14*** *for additional information regarding our cardholder fee structures for each program.*

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Fee Schedule. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract and has so indicated on the RFP cover page under "Bidder must complete the following".

Note: *Please see* ***Exhibit V.1 – Request for Proposal Form*** *for our completed form.*

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow State statute requirements; therefore the bidder will answer the three mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

Note: *Please see* ***Exhibit A1 – Form A.1*** *for our completed form.*

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

usbank Key Point

Highest Rated Bank in the Nation

Our prudent and conservative banking principles are now seen as the "new paradigm" of success for financial institutions. Unlike many of our peers, we are well-positioned for growth and expansion and welcome the opportunity to extend our full product and service portfolio to all new customers as well as our existing customers. That's why more state agencies select U.S. Bank, the one bank in the nation that grabs headlines for all the right reasons – stability and success:

		Ratings as of 08/14/14							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	**U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2	Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4	JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5	PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7	Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8	SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9	Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10	Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

U.S. Bank is a National Banking Association

Acknowledged. As a national banking association, U.S. Bank is licensed to do business in all U.S. states. We conduct business operations through 3,174 banking branches and 5,005 ATMs in 25 states and 45 corporate locations throughout all 50 states. As a retail bank, we currently have the following presence in Nebraska:

U.S. Bank Nebraska Retail Presence	
Branches:	55
ATMs:	77
Employees:	645
Consumer Customers:	289,582
Business Customers:	17,561
Deposit Market Share:	5.9%

Annual Reports are Public Knowledge

As a publicly traded corporation, our most recent annual reports (including internal control report, independent audit report and management letter, and audited income statement and a balance sheet) 10-K filings and 10-Q filings are available online for public viewing. Please utilize the following link to view all necessary filing reports:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo

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

Not Applicable

U.S. Bank is a publicly held corporation. Our most recent annual reports are available online for public viewing.

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

Pending Litigation has NO Adverse Effect on U.S. Bank Prepaid or the State

While at any given time, including the present, U.S. Bank is involved in disputes and litigation which normally occur in banking operations and which often involve claims for money damages, these pending cases are generally not considered unusual in number or amount, and, based on past experiences in similar litigation, should not have a material adverse effect on the financial position of U.S. Bank, nor impact the delivery of banking services to the State in any way.

As a practice, we do not comment on any past or pending litigation, unless pending litigation is significant. For additional public information about U.S. Bancorp and our subsidiaries, please refer to our most recent annual reports, by pasting the following link into your web browser:

http://www.usbank.com/cgi_w/cfm/about/investor/index.cfm

Bidder has financial stability to do business with the State of Nebraska;

usbank Key Point

Highest Rated Bank in the Nation

		Ratings as of 08/14/14							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	**U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2	Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4	JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5	PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7	Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8	SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9	Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10	Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

The 5th Largest Commercial Bank in the Nation

U.S. Bank was established as a financial institution on July 13th, 1863, when President Abraham Lincoln signed our charter. Today, U.S. Bancorp is the parent company of U.S. Bank National Association. With $389 billion in assets as of June 30, 2014, U.S. Bancorp is the 5th largest financial services holding company in the United States., U.S. Bancorp is the 5th largest financial services holding company in the United States. We conduct business operations through 3,174 bank branches and 5,005 ATMs in 25 states, and provide a comprehensive line of banking, brokerage, insurance, investment and mortgage, trust, and payment services products to consumers, businesses, governments and institutions in all 50 states. We provide financial services to our 17.4 million customers with approximately 66,000 employees throughout the United States and Europe. U.S. Bancorp and its employees are dedicated to

improving the communities they serve, for which the company earned the 2011 Spirit of America Award, the highest honor bestowed on a company by United Way.

The headquarters of our parent company, U.S. Bancorp, is in Minneapolis, MN. The Nebraska prepaid programs will be managed by the U.S. Bank Prepaid team – also located in Minneapolis, MN. Below we have documented the primary office locations of our banking structure:

	U.S. Bank Prepaid *(Program Manager)*	**U.S. Bank** *(National Banking Association)*	**U.S. Bancorp** *(Parent Company)*
Business Address:	200 S. 6th Street Minneapolis, MN 55402	425 Walnut Street Cincinnati, OH 45202	800 Nicollet Mall Minneapolis, MN 55402
FEIN:	31-0841368	31-0841368	41-0255900
Website:	www.usbankprepaid.com	www.usbank.com	www.usbank.com
Additional Notes:	• Part of the Retail Payment Solutions division of U.S. Bank N.A. • Acquired FSV Payment Systems, Inc; a premier prepaid transaction processor in 2012.	• Organized in Ohio – Charter No. 24	• Organized in Delaware • Corporation, established July 13th, 1863

b. CHANGE OF OWNERSHIP

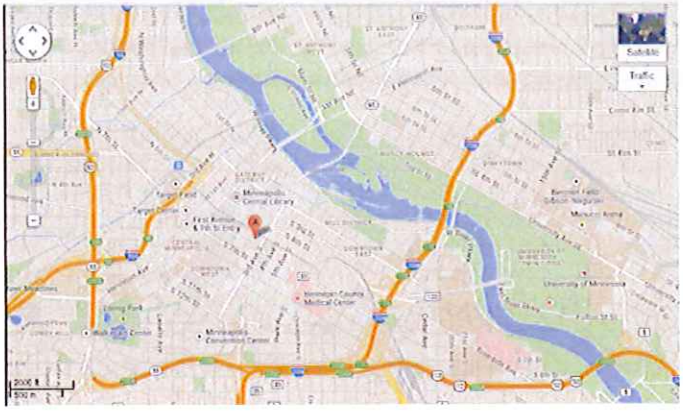
If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification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

U.S. Bank is Publicly Held

U.S. Bank is a publicly held company and do not anticipate a change in ownership or control of the company for the foreseeable future.

c. OFFICE LOCATION

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

Dedicated Account Team	
Primary Contacts	***Contract Performance Location***
[redacted] *VP & Relationship Manager* *Government Banking* [redacted]	 ***U.S. Bank Prepaid*** 200 S. 6th Street Minneapolis, MN 55402
[redacted] *AVP, Sales Manager* *Prepaid* [redacted]	
[redacted] *Relationship Manager* *Prepaid* [redacted]	

d. RELATIONSHIPS WITH THE STATE

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

U.S. Bank does Business with Over 200 State Organizations

Currently as preferred banking partner, U.S. Bank does business with over 200 agencies/organizations within the State as part of the following contracts in place with the State:

Contract Number	Classification	Description	Vendor
38183(O4)Ren(1)	Financial Services	Stored Value Card Services	U.S. Bank
50324(O4)	Financial Services	P Card Services	U.S. Bank

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

No Past State Employees within U.S. Bank Prepaid

Currently, U.S. Bank Prepaid does not know of any current employees who were at one time an employee of the State, or an agency for the State.

f. CONTRACT PERFORMANCE

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

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

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

No Contract Terminations by Default

U.S. Bank Prepaid has NOT had a contract terminated within the last five (5) years for the following reasons:

- Default
- Convenience
- Non-performance
- Non-allocation of funds

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
   a) The time period of the project;
   b) The scheduled and actual completion dates;
   c) The contractor's responsibilities;
   d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
   e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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78 Active Government Programs Across 26 States

To speak to the wealth of our government prepaid card experience, we have provided a large cross-section of references, each of which has been happy to participate in responding to past inquiries. To ensure the best results, we respectfully suggest that the first contact be made by email with the inclusion of a request for a specific time when a call can be made. We have found this courtesy to be greatly appreciated by all parties.

Ohio Unemployment Insurance*	
Contact Name:	Ted Maynard
Address:	4020 E. Fifth Avenue Columbus, OH 43219
Ph:	(614) 466-9015
Email:	Ted.Maynard@jfs.ohio.gov
Partnership Length:	2006– present
Summary:	The state of Ohio currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance

Wisconsin Unemployment Insurance*	
Contact Name:	Thomas McHugh
Address:	201 E. Washington Avenue Madison, WI 53707-7942
Ph:	(608) 266-3130
Email:	thomas.mchugh@dwd.wisconsin.gov
Partnership Length:	2013 - present
Summary:	The state of Wisconsin currently uses U.S. Bank prepaid for the following programs: • Unemployment Insurance • Payroll

Wyoming Unemployment Insurance*	
Contact Name:	Tobi Cates
Address:	122 W. 25th St., Herschler 1-East Cheyenne, WY 82002
Ph:	(307) 777-8960
Email:	tobi.cates@wyo.gov
Partnership Length:	2007 - present
Summary:	The state of Wyoming currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance • TANF • Child Support • Child Care

South Dakota Unemployment Insurance	
Contact Name:	Sharon Schnabel
Address:	420 S. Roosevelt St. Aberdeen, SD 57402-4730
Ph:	(605) 626-2452 Ext. 4235
Email:	Sharon.Schnabel@state.sd.us
Partnership Length:	2008 - present
Summary:	The state of South Dakota currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance • TANF • Child Support • Child Care

Minnesota Unemployment Insurance	
Contact Name:	Helen Korman
Address:	1st National Bank Building 332 Minnesota Street, Suite E200 St. Paul, MN 55101
Ph:	(651) 259-7229
Email:	helen.korman@state.mn.us
Partnership Length:	2006 – present
Summary:	The state of Minnesota currently uses the U.S. Bank ReliaCard and our payroll card for a variety of State programs including:

	• Unemployment Insurance • Child Support • Payroll

Note: References marked with an * also supplied reference letters for U.S. Bank. We have included them in **Exhibit V.3.g – Reference Letters for evaluation.*

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH
The bidder must present a detailed description of its proposed approach to the management of the project.

U.S. Bank Presents a Comprehensive Prepaid Solution

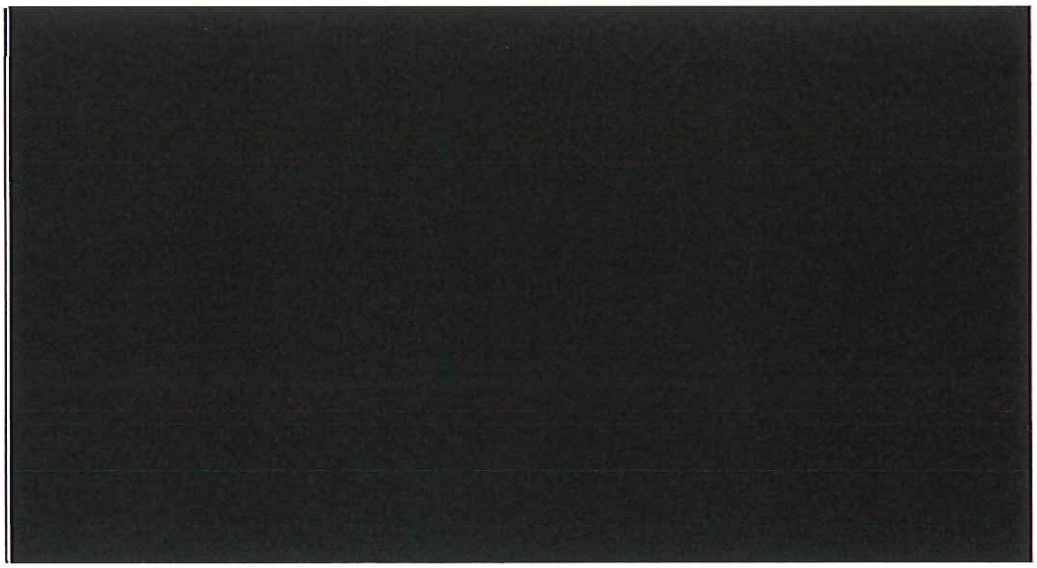
With a U.S. Bank prepaid solution, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa debit is accepted – over 38 million worldwide. U.S. Bank prepaid cardholders can also withdraw cash at over 2.1 million Visa/PLUS ATMs and over 102,000 Visa-branded national banks and credit unions. Plus cardholders get true service fee-FREE and surcharge-FREE ATM service within our "in-network" ATM coverage at U.S. Bank, MoneyPass and Allpoint locations.

***Note:** Please see our response to **Section IV.A** for our comprehensive prepaid portfolio used for the management of all State programs.*

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

Technical Support Team with Over 150 Years of Combined Experience

State administrators also have an entire technical support team at their disposal by phone during normal business hours and via email after hours. Most often, client administrators work closely with our technical support team during the implementation cycle. After implementation, administrators are welcome to utilize the technical support team for one-off needs.



Name & Role	Responsibilities
[redacted] *Technical Director*	As our business development lead, [redacted] is responsible for key leadership in the program management and transaction processing components of the State's prepaid programs.
[redacted] *Implementation Manager*	[redacted] spearheads the actual implementation of the ReliaCard program and assists [redacted] your dedicated Relationship Manager, in the day-to-day management of the State's ReliaCard programs.
[redacted] *Marketing Manager*	[redacted] fills the role as marketing manager assigned to the State's ReliaCard programs and will develop any marketing communications needed.
[redacted] *VP, Product Management*	As our product leader for government and corporate prepaid programs, [redacted] will be [redacted]'s primary contact to assist [redacted] with any inquiries regarding product information management, features, and functionality.
[redacted] *VP, Prepaid Operations*	As our prepaid operations leader, [redacted] will be [redacted]'s primary contact to assist [redacted] with any day-to-day inquiries regarding customer service and prepaid card operations.
[redacted] *Senior Manager, Quality & Training*	As senior quality manager of our in-house, U.S.-based call centers, [redacted] will assist [redacted] in all things customer service-related, including monitoring of calls, call quality improvement processes and more.

Note: *Please see our response to* ***Section IV.B*** *for the personnel assigned to the account and technical support teams working on the State programs.*

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

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

Resumes Available via LinkedIn

Due to the public disclosure of government RFPs, U.S. Bank only uses public LinkedIn profiles for resume requests in order to accommodate employee privacy as much as possible. Below are the LinkedIn profile links for all personnel listed in our assigned account and technical support teams:

[redacted]

[redacted]

i. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

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

Fiserv Output Solutions (FOS) Facility (Indianapolis, IN)

U.S. Bank uses Fiserv Output Solutions as our card fulfillment process provider for our ReliaCard programs. FOS is Visa and MasterCard certified operation and a U.S.P.S; providing U.S. Bank a more streamlined mailing process and a multitude of process enhancements.

Fiserv, Inc. (NASDAQ: FISV) is a leading global provider of information management and electronic commerce systems for the financial services industry, providing integrated technology and services that create value and results for our clients. Fiserv drives innovations that transform experiences for more than 16,000 clients worldwide, including banks, credit unions and thrifts, billers, mortgage lenders and leasing companies, brokerage and investment firms and other business clients.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;

U.S. Bank has a UNIQUE Understanding of the State's Programs

Acknowledged. As the incumbent prepaid provider for the State, U.S. Bank has a unique vantage point that no other competitor can mimic or claim to have. We know what you need. We always have. Our account and technical support teams have been in place for years and continue to work steadfastly on the monitoring and maintenance of the State's programs. Beyond that, we'll also innovating our entire prepaid process – internalizing almost all of the processes, driving out costs and improving security and feature functionality. There isn't another prepaid provider out there that understands the State business like we do:

Project Requirements Understanding		
Requirements	***Status***	***Value-Add***
Project Overview	Currently Providing	• ***More Admin Features:*** Not only are we meeting all the State's needs for prepaid card programs, but we're currently migrating the existing programs to our more secure, in-house prepaid processing platform. With that, State admins get a more comprehensive admin website, a

		much more robust reporting suite and more process/technology flexibility
Project Environment	Currently Providing	• ***NEW Technical Director:*** While we are leaving our entire account and technical support team in place to ensure consistency through the process, U.S. Bank also assigned the State a Technical Director to help assist with the transition to our new platform. [redacted] will provide the team with an unprecedented look into our processing technology and how we can use it to improve the State's programs.
Business Requirements	Currently Providing	• ***STILL the Top-Ranked Bank:*** When we began working with the State, U.S. Bank was one of them most prudent, stable banks in the country. Even through the recession, we grew when others failed. Through the entire relationship with the State, we provided the steady, strong hand in the State's prepaid programs. And today, we still stand above all others as the top-rated bank in the nation.
Scope of Work	Currently Providing	• ***More Cardholder Features:*** Our new processing platform also provides the State's cardholders with an added portfolio of card features and services, including: o Additional "In-Network" ATM Coverage – Allpoint® (where applicable) o Onsite Instant Card Issuance o Prepaid Savings Account o Cashback Rewards o Mobile Banking App o Practical Money Skills
Functional Requirements	Currently Providing	• ***Increased Program/Process Flexibility:*** U.S. Bank can provide all required prepaid solutions except the gift card program. While we have the functionality, U.S. Bank is not developing any more gift card programs as federal regulations such as the Card Act has virtually made them too costly to produce. However, with our new internal processing platform, we have the tremendous ability to innovate and apply advances to the State's programs much faster than most third-party solutions.
Proposed Resolution	Currently Providing	• ***Meeting All Service Levels:*** U.S. Bank has met all of the State's service levels for the duration of our relationship, and plan to meet these expectations throughout the future of the partnership.
Perform Implementation	Currently Providing	• ***Program Implementation Already Complete:*** As the incumbent provider, the U.S. Bank prepaid programs have already been developed, tested, implemented and operational. As a matter of fact, we are almost half way through a complete migration off our out-dated prepaid products and onto our new prepaid products that utilize our internal, more secure prepaid processing platform.
Provide Post-Implementation Support	Currently Providing	• ***Same Consistent Support Team:*** As the incumbent provider, U.S. Bank has the same account and technical support teams that have grown and assisted with the maintenance of the State programs for years. The U.S. Bank solution gives the State a staff of seasoned prepaid specialists, already aligned to your needs.
Deliverables	Currently Providing	• ***COST FREE to the State:*** All our prepaid solutions and processes as recommended by U.S. Bank, including our ReliaCard, AccelaPay, Focus Card and future PayCard products; will come at NO COST to the State. In the rare circumstance that the State would request a process solution outside of our recommended scope, U.S. Bank would reserve the right to analyze those measures and potentially charge a custom

		development fee to the State and/or adjust cardholder fees to accommodate the State's request.

b. Proposed development approach;

Continue as Planned

As discussed in our response to ***Section IV.B*** above; U.S. Bank plans to ultimately have the State's programs migrated to our upgraded prepaid programs on our own internal prepaid processing platform. In order to accomplish such an intricate and massive feat, we have developed a migration plan for all State prepaid programs:

State of Nebraska Prepaid Migration Plan				
Program	*Product/Platform*		*Migration Plan*	
	Existing	*New*	*Est. Start*	*Est. Duration*
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

***Note:** As with all transition/migration plans of this size and scope, all aspects of the plan have the ongoing potential to change due to unforeseen circumstances and reprioritization.*

c. Technical considerations; including Forms A.2 – A.12

Complete Functional Requirement Responses Included

Acknowledged. As part of our response to this section, we have created ***Exhibits A2 – A12*** at the back of this response to address this functionality.

d. Detailed project work plan; and

Comprehensive Implementation Plans

The key to a successful program launch is a proven implementation plan. Our U.S. Bank Prepaid Implementation Plan is thorough and methodic in its deployment, yet still presents tremendous flexibility to be reviewed and adjusted "on the fly" should State administrators decide that a change is necessary. Our experience has shown that no two prepaid program deployments are exactly the same, and we fully understand that clients will often require numerous changes to program specifications while working through the implementation.

As part of our migration plan above, only the DOC – Inmate Release program will require a standard implementation plan, as it has no preceding card program before it to convert.

*Note: Please see **Exhibit IV.G – SAMPLE Implementation Plan** for drill-down details into the responsibilities of all parties involved in the implementation.*

Conversion Plans Used for Existing Programs

[redacted]

*Note: Please see **Exhibit V.4.d – SAMPLE Conversion Plan** for drill-down details into the responsibilities of all parties involved in the implementation.*

e. Deliverables and due dates.

Program Migration In Process

Acknowledged. U.S. Bank is already in process of migrating the State's existing programs to our upgraded prepaid card products on our in-house prepaid processing platform. In the migration chart above, we listed the estimated start times and durations for the program migrations.

*Note: Please see our response to **Section V.4.b** for the due dates of our proposed migration plan to our new prepaid platform.*

Additionally, our implementation and program conversion plans listed above contain all the necessary deliverables and owners for each task involved in a program implementation/conversion.

*Note: Please see our response to **Section V.4.d** for the deliverables of our proposed migration plan to our new prepaid platform.*

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PROPOSAL SUMMARY

We wish to thank the State for allowing U.S. Bank to submit this proposal on our industry-leading prepaid solutions. To that end, our proposed program builds, while offering the State flexibility in roll-out methodologies, also provide a strong value proposition to other competitive products. Almost all card transactions are FREE, and an array of value-added features – such as text alerts, mobile banking, bill payment and more – combine to create a compelling prepaid card offering for your recipients, along with the added security, convenience and prestige of carrying a Visa® branded card:

U.S. Bank Prepaid Differentiators		
ReliaCard® *for Benefits Disbursements*	**Focus Card™** *for Payroll and Stipends*	**PayCard™** *for Department of Corrections*
Current State Partner	[redacted]	
Prepaid Pioneers & Industry "Approved"	• **First Government Prepaid Solution Launched** – The 2001 Colorado state child support program. • **Innovative Products and Financial Services** – 5 straight Paybefore Awards. • **In-House Prepaid Card Solution** – The majority of the prepaid process is owned and operated by U.S. Bank. • **Thumbs Up from the NCLC** – The National Consumer Law Center (NCLC) recently gave U.S. Bank government programs 100% approval.	
Government	• **Directly Serves Agencies of ALL Types** – Unemployment, Child Support, Trade	

Agency Focus	Adjustment Assistance, TANF, Payroll, etc. • **Built for Government Programs** – Product and support structure designed for government agencies. • **Comprehensive Array of Banking Products** – For governments, counties and municipalities. • **Designed for Optimal Public Relations** – Prepaid products that employ U.S. Bank's prudent banking philosophies to maintain positive public relations.
BEST-in-Class Prepaid Experience	• **FREE & UNLIMITED POS Access** – Over 38 million global POS locations. • **LARGEST FREE & UNLIMITED ATM Network in Market** – Over 26,000 Surcharge-FREE ATMs in the world: U.S. Bank® and MoneyPass®. • **Widespread COST FREE Visa Bank Access** – Over 102,000 Bank Branch locations. • **Superior Prepaid Card Customer Satisfaction** – In a recent government program Visa prepaid study, our ReliaCard out-performed other prepaid products.
Government Program Expertise	• **Extensive Government Program Experience** – U.S. Bank manages 78 different government agency programs across 26 states. • **Proven Strategy and Execution** – In order to maximize card adoption and cost savings. • **In-House Prepaid Expertise** – Legal and compliance teams to ensure complete adherence to regulatory guidelines and laws. • **Dedicated State Focus** – State account teams and annual, onsite government program summits designed to optimize program performance. • **EXCLUSIVE State Features** – Onsite instant issue emergency cards, PR kit, case study, rewards card package and more.
Industrial Strength Platform	• **Scalable, Robust, Reliable** – Capable of managing any program size. • **Built for Customization** – Flexibility offers program customization to meet agency needs. • **Massive Throughput** – Billions of transactions processed and millions of cards delivered. • **Fully Tested Product Innovations** – Unlike certain in-market "one-card" products, U.S. Bank only offers fully-tested, fully-functional prepaid products.
Backed by the Integrity of U.S. Bank	• **Highest Rated National Bank** – Moody's, S&P, Fitch and DBRS. • **#1 in Customer Privacy and Data Security** – Ponemon Institute, 2006-2013. • **5-Time Prepaid Innovation Award Winner** – Paybefore, 2009-2012. • **Spirit of America Award** – United Way, 2011. • **Top 10 Greenest Banks** – Banking Technology News, 2011.

We believe U.S. Bank, as an innovator and clear leader in government prepaid disbursement solutions, is best-suited to be your partner of choice in this important undertaking. Our ReliaCard solution accomplishes all required RFP objectives and more, while maintaining federal and state compliance and industry best practices. Our comprehensive suite of prepaid administrative tools facilitates government disbursements and program management, and our program will complement the State's culture and provide recipients with a real benefit over other prepaid card solutions.

usbank.

A Continued Strategic Partnership with U.S. Bank Featuring Our Proven Prepaid Solutions will result in:

- ✓ A prepaid portfolio managed by a qualified bank in the State of Nebraska.
- ✓ Payments expertly driven by an authorized issuer of prepaid cards.
- ✓ An integrity supported by the most financially stable and highest rated bank in in the nation.
- ✓ Prepaid programs framed by our existing ability, capacity and skill on current Nebraska programs.
- ✓ All State program technical needs and time frames met.
- ✓ An innovated card product for your recipients with more features and less fees.

U.S. Bank looks forward to continuing our prepaid partnership with the State and welcomes any questions or inquiries from agency stakeholders. As we have done for over 10 years, our dedicated team of prepaid specialists is at your disposal. Feel free to contact us at any time, for any need.

All of us serving you™

Exhibit III – Terms & Conditions

III. TERMS AND CONDITIONS

***Note:** U.S. Bank and the State have a negotiated contract in place. Should U.S. Bank retain the business, we could entertain using that document for further contract negotiations to save time – if that is acceptable by the State as well.*

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, in lieu of adding all portions of our RFP response into the contract, we'd like to add the following language: *"Since all portions of the RFP and U.S. Bank's response are to be included as part of the ongoing contract, and our RFP response represents a snapshot of our prepaid program functionality as of the specific time of RFP submittal, U.S. Bank and the State both understand and acknowledge that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes do not constitute a breach of contract, nor necessitate contract amendment(s)."*

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda. These documents constitute the

entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"By submitting a proposal in response to this Request for Proposal, the Contactor grants to the State the right to request, exclusively through the Contractor only, a visit in person with any or all of the Contractor's clients, if said clients are agreeable."*

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: www.treasurer.org/tm or http://www.das.nebraska.gov/materiel/purchasing.html.

Grievance and protest procedure is available on the Internet at: www.treasurer.org/tm

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, or other requisite federal laws like the Equal Employment Opportunity Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts, if not already in place, at the earliest convenience of both Contractor and subcontractor, for services to be covered by any contract resulting from this Request for Proposal."*

The contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract, as long as state and federal data privacy laws are met. The State's unlimited right is subject to the confidentiality provisions contained herein and further subject to the prior written consent of the Contractor for such use."*

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	We have included our Evidence of Insurance as the last page of this ***Exhibit.*** Additionally, while U.S. Bank accepts all the aspects to this condition, we do require the following change: *"The Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required or the insurance requisite of the size and scope of work assigned to them for completion of the contract requirements."*

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and

approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Personal/Advertising Injury	$1,000,000 any one person Bodily
Injury/Property Damage	$1,000,000 per occurrence Fire Damage
	$50,000 any one fire
Medical Payments	$5,000 any one person

c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage — $1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance — $1,000,000 per occurrence

e. **SUBROGRATION WAIVER**
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. **LIABILITY WAIVER**
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

g. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-4390 (fax)

Nebraska State Treasurer's Office State Capitol Building; Suite 2005 PO Box 94788
Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"If the Contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without first communicating to the State in writing a notification of a subcontractor change."*

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"Personnel commitments made in the Contractor's proposal shall not be changed without a prior written communication to the State. Replacement of key personnel, shall be with personnel of equal or greater ability and qualifications."* As well as this change: *"The State reserves the right to communicate their appraisal of the performance of any contractor or subcontractor employee to the Contractor. The Contractor has the right to evaluate said appraisal and reassign or remove the employee from the project, or other means as necessary."*

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following addition to the verbiage below: *"The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project; unless said employee applies for a general solicitation of employment or job opening of their own accord without Contractor influence."*

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

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

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following addition to the verbiage below: *"The Contractor's RFP response represents a snapshot of the proposed prepaid solution functionality as of the specific time of RFP submittal. Both the Contractor and the State understand and acknowledge that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes do not constitute a breach of contract, nor necessitate contract amendment(s)."*

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

DBS			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

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

V. STATE PROPERTY

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

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

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

The contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

   remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for program development costs and products or services satisfactorily performed or provided."*

The contract may be terminated as follows:

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

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

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

- **a.** if directed to do so by statute;
- **b.** contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or
  (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;

g. contractor intentionally discloses confidential information;

h. contractor has or announces it will discontinue support of the deliverable;

i. second or subsequent documented "vendor performance report" form deemed acceptable by the Nebraska State Treasurer's Office; or

j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	Since the final RFP will be included in the contract, U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"If any document or deliverable required pursuant to the contract does not fulfill the requirements of the ~~Request for Proposal~~/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected."*

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Bidder must provide confirmation that upon contract termination all records (including the provisions of service, participant and data processing documents) shall become the property of the State of Nebraska and be provided to the State of Nebraska at no additional cost to the State.

2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PERFORMANCE BOND

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

	DBS	See Comments.	Since the service the State is receiving from U.S. Bank is essentially COST FREE and there would be no payment from the State to U.S. Bank, the State would not require a performance bond to recoup lost payments as the result from non-performance. U.S. Bank asks that this requirement be removed from the terms and conditions as Section EE – Liquidated Damages would cover the true cost of non-performance.

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be for $250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected contractor chooses to provide a certified check, the check must show an expiration date on the check. Certified checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State.

The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"Liquidated damages may be charged by the State under this paragraph for each business day or partial business day the Contractor has failed to perform or comply with certain requirements in the contract resulting from this RFP, other than failures caused by State or circumstances beyond the control of Contractor (natural disasters, state or federal regulation changes, changes in industry, personnel changes, technological changes, etc.)."*

			Also, under **ACH Posting:** *"Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date, providing the ACH file is received on time. In cases of late ACH delivery, the Contractor will post funds at the next available time. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs."* Also, under **Customer Service – Average Speed of Answer:** *"80% of inbound calls for participating program cardholders shall be answered within 45 seconds. Average speed of answer will be measured at no more than 4% of calls will be abandoned after 30 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met."*

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

The damages are categorized as follows:

Critical	$10,000 per day
High	$ 5,000 per day
Standard	$ 2,000 per day

a. Unresolved requirements:

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

ii. All critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

b. Acceptance of file transmissions/acceptance of web enrollment:

If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State so file transmissions can be received/web based enrollment be completed or pay liquidated damages to the affected programs.

Category: Critical

c. **ACH Posting:**
Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs.

Category: Critical

d. **"Go live" date**
Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go-live date of services under this RFP, unless either party provides at least a 3 working day notice that "go live" date shall be delayed.

For existing card programs outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the "go-live" date or pay liquidated damages to the program.

For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor will notify the program lead and the State Treasurer's Office if the requested changes will delay the 'go-live" date.

Category: Critical

e. **Card Issuance:**
Upon being notified by the Program Lead or the State Treasurer's Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected programs.

Category: High

f. **Customer Service – Availability**
Customer Service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24 X7 X the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or

during upgrades.

In the event the Contractor provides customer service under the contract resulting from this RFP through a different provider, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, which approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

g. Turnover file

A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes: cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

h. Daily reporting

Reports of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation and rejection reports for ACH transactions, and undeliverable cards, are due on a business daily basis no later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

i. Customer Service – Average Speed of Answer

85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less calls that abandon before 15 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: Standard

j. "Echo" File Transmission:

An "echo" file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The echo file will include identical information that was send by State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that an echo file has not

been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the "echo" file or pay liquidated damages to the affected programs.

Category: Standard

k. **Monthly/Annual Reporting**

Within three business days of contractor being notified by the State that a monthly/annual report have not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

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

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by

the State.

HH. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change to paragraph 1 below: *"The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other; and within legal permission according to all state and federal data privacy laws) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, and successors. Any audit of the Contractor's subcontractors can come at the express written permission of the Contractor and said subcontractor as permissible by the negotiated contract between the Contractor and subcontractor."* And the following change to paragraph 2 below: *"Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. ~~Contractor shall ensure the State has these rights with Contractor's assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.~~"*

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the

right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

JJ. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The State and/or its authorized representatives must have the express written permission of the Contractor and said subcontractor as permissible by the negotiated contract between the Contractor and subcontractor to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed."*

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

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

	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, since a significant change to the project scope (which is part of the contract as is the RFP) could render U.S. Bank's solution and/or performance non-compliant, we require the following change: *"The State may, at any time, subject to negotiation, authorization and written agreement by the Contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)."* As well as this change: *"The State may, at any time work is in progress, subject to negotiation, authorization and written agreement by the Contractor, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable."*

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to

be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

MM. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	Due to the severity of data breaches, U.S. Bank requires the following change: *"Should said confidentiality be breached by a Contractor; Contractor shall take immediate corrective action to repair the breach and then notify the State once corrective action is in progress."*

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

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

NN. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska (jointly owned by Contractor) and the data becomes public information upon opening the proposal."*

Data contained in the proposal and all documentation provided therein, become the

property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's fee schedule may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort

will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly,

submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

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

	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made, unless changes to the programs occur over the course of the contract due to forces within or beyond the control of the Contractor, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc; (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled."* And this change: *"Contractor represents and warrants that all prices for services, now or subsequently specified, are competitive to industry standards for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time."*

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. ETHICS IN PUBLIC CONTRACTING

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

DBS			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

SS. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright (excluding state-owned trademarks), trade secret, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim."*

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence,

error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-101.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

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

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	Due to federal regulations and potential security risks to the fifth largest financial institution in the nation, U.S. Bank requires changing the verbiage below: *"The Contractor shall have a disaster recovery and back-up plan, of which a copy can be viewed only onsite at a secure Contractor facility, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster."*

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

WW. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

XX. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81- 15,159.

YY. DRUG POLICY

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

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

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United

States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The contractor also agrees to include the above requirements in any and all subcontracts into which it enters, if agreeable by both Contractor and subcontractor."*

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

BBB. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DBS	See Comments.	U.S. Bank accepts all the aspects to this condition, however, we require the following change: *"The contractor shall extend the contract to political sub-divisions at the same prices charged to the State; unless program demands and parameters of additional political sub-divisions differ from the State and require additional development and cost."*

The contractor shall extend the contract to political sub-divisions at the same prices charged

to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Exhibit A1 – Form A.1

Form A.1

Mandatory Project Requirements

Request for Proposal NST #080414

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

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

Yes ☑ No____ Is the bidder an authorized issuer of cards for the purposes detailed in this RFP?

Yes ☑ No____ Does the bidder have 3 years' experience providing Stored Value card services for an entity similar in program size to the State of Nebraska or larger?

Exhibit A2 – Form A.2

Form A.2

Baseline Technical Requirements
Request for Proposal NST #080414

Each bidder must respond in a detailed manner how the bidder will comply with the following statements.

U.S. Bank Prepaid – A Comprehensive Portfolio of Solutions

It should be noted, that U.S. Bank is proposing a number of prepaid solutions in response to the variety of needs the State has presented. As ***Form A.2*** is assessing baseline prepaid mechanics, we have drafted our response with that general baseline in mind. The State must recognize that in some cases individual product functionality may not mirror exactly the general prepaid baseline functionality. Wherever possible we have attempted to note when that functionality would not apply to certain product offerings.

Technical Requirement 1 - Card Format, Design, Product					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	The card shall be Visa or MasterCard branded. The bidder shall detail the card branding.	X		X	
Res.	**Visa or MasterCard** All U.S. Bank prepaid cards can carry either the Visa or the MasterCard association branding.				
1.2	The card must be accepted by any participating merchant that allows PIN-based, MO/TO purchases, signature-based and debit purchases.	X		X	
Res.	**Widespread Point-of-Sale (POS) Access** With U.S. Bank prepaid cards, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa or MasterCard debit is accepted at over 36 million global POS locations that accept Visa or MasterCard.				
1.3	The State requires that the contractor meet all federal laws and regulations and card association industry standards, rules and requirements. Cards offered under the services under this program must be compliant with 12 CFR 205 Regulation E: Electronic Funds Transfers, and as such the contractor will assume all responsibility for the product. The bidder shall describe the types of information pertaining to individual accounts it will share with authorized state programs staff when requested by authorized state staff.	X		X	
Res.	**The U.S. Bank Prepaid Product Portfolio is Compliant** All U.S. Bank prepaid card products have been designed and implemented in full compliance with all applicable state and federal laws regarding the issuance of prepaid cards, including but not limited to: ***Banking, Financial and Processing Rules*** • Office of the Comptroller of Currency (OCC) • Office of Foreign Assets Control (OFAC)				

- Bank Secrecy Act
- USA Patriot Act
- Card Act
- Gramm Leach Bliley Act
- Anti-Money Laundering (AML) Laws
- Customer Identification Program (CIP)
- Know Your Customer (KYC) Laws
- Regulation E
- Visa and Regulation E Plastics Compliance
- NACHA ACH PPD entry class code funding and reversal methodologies
- FDIC-Insured

Wage and Labor Laws (Payroll Cards ONLY)

- Payroll Card State Laws
- Electronic Paystubs
- Electronic W-2s

Data Security Standards and Compliance

- Visa® PCI-DSS
- MasterCard® SDP Compliance
- SSAE 16 SOC1 Type II

Prepaid Designed for Regulation E Compliance

From a functionality standpoint, all U.S. Bank prepaid debit card accounts comply with Section 12 (12 CFR Part 205), Federal Regulations 205 issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Funds Transfer Act (15 U.S.C. § 1693 et seq.), more commonly referred to as Regulation E. Protections provided for consumers under Regulation E and prepaid compliance include:

- ***Initial Disclosures*** – Regulation E information is included as a part of the card materials mailed to cardholders with their prepaid card.
- ***Notice of Change of Terms*** – Provided to cardholders in writing prior to change.
- ***Receipts and Periodic Statements*** – Receipts provided at the point of sale, and monthly statements provided via the Web and mailed to cardholder's home address upon request.
- ***Limitations on Consumer Liability for Unauthorized Transfers*** – Provided by USB at 100%.
- ***Error Resolution Procedures*** – Provided by U.S. Bank via customer service or client management, depending upon the type of error.

The standard prepaid program template provides for total compliance with all Regulation E issues. Should the Board of Governors of the Federal Reserve decide to revisit and/or change any part of Regulation E during the term of the U.S. Bank/State contract or its extensions, U.S. Bank guarantees that all necessary steps will be taken to ensure continued compliance with the regulation.

Cardholder Transactional Data Protected

While we can share cardholder information that the State has given us in regards to the cardholder: cardholder identifying information, address information, funding information, etc; U.S. Bank cannot disclose cardholder transactional data to the State: specific purchase amounts, purchase locations, cash withdrawal amounts, withdrawal locations, etc. That specific information is protected by Regulation E. In compliance with state and federal regulations, U.S. Bank cannot disclose cardholder transactional data

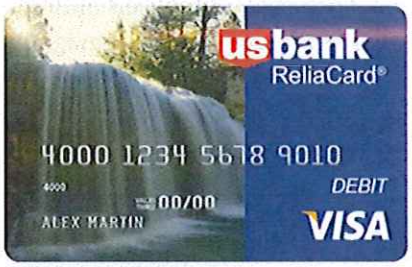
	without a subpoena from the State.				
1.4	Each cardholder account balance shall be FDIC insured up to $250,000. A "zero liability" policy shall be provided to cardholders and the State.	X		X	
Res.	**U.S. Bank is FULLY FDIC-Insured** U.S. Bank extends FDIC insurance to all of our re-loadable debit card accounts up to an aggregate total of $250,000 per account. U.S. Bank's membership in the FDIC is public knowledge and can be obtained by visiting – http://www.fdic.gov/. The U.S. Bank FDIC certificate number is 6548. ***Note:*** *Insurance totals subject to change due to changes in state or federal regulations.* **Zero Liability and Purchase Security** As a preferred prepaid partner of both Visa and MasterCard, our re-loadable prepaid cards feature two association-sponsored security features, including: • **Zero Liability:** Should someone use a re-loadable prepaid card fraudulently to make signature-based purchases, neither the cardholder (nor the State) would be responsible. ○ ***Note:*** *PIN-based purchases are not covered.* • **Purchase Security:** Under this benefit, personal property purchased entirely with an eligible Visa or MasterCard transaction are protected in the event of theft, damage due to fire, vandalism, accidentally discharged water, or weather.				
1.5	The card must have no credit line associated with it.	X		X	
Res.	**No Line of Credit** U.S. Bank prepaid cards are reloadable, Visa/MasterCard-branded prepaid debit cards that operate within the Visa/MasterCard merchant networks for signature-based, PIN-based and cash back transactions. These cards do not contain a line of credit or have any other ties to credit products or functionality.				
1.6	The cardholder shall not be able to obtain or negotiate checks against the card or underlying account, except as provided in Technical Requirement 5.5.	X		X	
Res.	**No Check Access (ReliaCard and DOC Card)** U.S. Bank prepaid cards are reloadable, Visa/MasterCard-branded prepaid debit cards that operate within the Visa/MasterCard merchant networks for signature-based, PIN-based and cash back transactions. These cards do not utilize a check feature. Cardholders will not be able to negotiate checks against the card. **OPTIONAL ChekToday Convenience Check Feature (Focus Cards ONLY)** While all our other prepaid cards do not carry a check-writing feature, our Focus payroll card does allow cardholders the option to use their convenience checks to draw out the remaining, full balance of their Focus Card, by simply cashing it out in their name. U.S. Bank's ChekToday checks can only be made payable to the cardholder and are negotiable wherever personal checks are accepted. ChekToday checks cannot be made payable to or endorsed to any other party.				
1.7	The State requires final approval of the card design. The participating programs understand that the design may require additional approval by Visa or MasterCard depending on the card association branding.	X		X	

Res.	**State is a Part of Card Design Approval Process** For card products open for design customization, the State will be allowed final approval of all card designs as approved by Visa or MasterCard depending on the card association branding.				
1.8	The State requires different card designs with logo's and colors for different agency programs at no extra cost, with preference to colors similar to existing cards.	X		X	

Res.

ReliaCard can be Customizable

Our current standard ReliaCard design (as seen earlier in our response) was chosen to provide a discrete card experience for the end-user of prepaid programs. Our marketing research and cardholder feedback have told us that consumers in discrete situations such as being unemployed or having to pay/use child support, prefer to keep that information private and not have it broadcasted by a government agency logo every time they have to use the card. To those ends, U.S. Bank recommends the State to keep the cardholders' privacy of these sensitive matters in consideration when applying a custom design to the card. Something similar to the examples below – where we can impose a subtle Nebraska flair, while still remaining a discrete bank card:



"Snake Falls"

"Scenic"

"Reflection"

"Where the Heart Is"

"Coming Home"

"Niobrara"

Focus Card and PayCard are Not Customizable

While our ReliaCard does have a design customization component to help separate agency programs from one another, our Focus Card and PayCard products do not. As a personal payroll card akin to traditional banking debit cards, the Focus Card was designed to reproduce that same brands experience. Our

	cardholder survey data has indicated that payroll card users prefer a "banking card" design without employer customization or logos. Like our ReliaCard designs above, U.S. Bank takes into consideration the cardholders privacy in not displaying their employment status or social program status on the cards they use every day in public. This same philosophy is applied to our PayCard product as well.				
1.9	The bidder shall detail its ability to provide sample cards for testing purposes.	X		X	
Res.	**Test Cards Available Prior to Launch** U.S. Bank will apply a comprehensive testing methodology during the implementation phase of the program, including the deployment of "live test cards" prior to launch.				
1.10	The bidder shall detail the information printed/embossed on the back of the card.				
Res.	**Features on the Back of the Card** Important elements appearing on the back of prepaid cards include: • High-Coercive Magnetic Strip • Hologram • Tamper-Evident Signature Panel • Terms & Agreement Disclosure Displayed Toll-Free Service Number • Displayed Website Address 				
1.11	The bidder must specify the card association requirements relating to the issuance of branded stored value cards (prepaid debit cards) and gift cards.				
Res.	**Built to Comply with PCI Standards** U.S. Bank has been a compliant, industry leader issuer of Visa prepaid cards. As such, our programs and plastics have been found to meet annual compliance for the last fourteen years. Some of the compliant features of our card plastics include: • High-Coercive Magnetic Strip • Displayed Website Address • Four-Color Printing • Cardholder Personalization • Ultraviolet Ink • Fine-Line Printing • Reverse-Side Hologram • Displayed Toll-Free Service Number • Terms & Agreement Disclosure on Carrier • PAN Embossed with Contrasting Color • Terms & Agreement Disclosure on Card • Unique, Never-Duplicated PANs • Tamper-Evident Signature Panel • Track 2 Maximums Enforced				
1.12	The bidder must include a timeline on how they plan on changing plain card to include EMV chips.				
Res.	**EMV Standards Not Yet Established by Debit Networks** U.S. Bank Prepaid's official position on EMV adoption is to take a "wait and see" approach on integrating EMV chips into reloadable prepaid cards. Due to regulatory requirements, all debit cards must offer two different debit networks – one for signature debit (e.g., Visa or MasterCard) and one for PIN (e.g., NYCE). The debit networks have yet to agree on EMV standards, but once those are announced, U.S. Bank will revisit our position on EMV technology. That being said, USB remains committed to monitoring industry fraud monitoring and protection and will certainly implement the best solution once the industry has developed a best practice approach.				

	While the recent security breaches at major U.S. retailers has exposed the high risk of credit and debit cards, the rate of fraud on prepaid cards remains extremely low. In fact, the fraud rates for non-reloadable prepaid cards is so low, these cards will likely never be converted to EMV chip technology. EMV may not be the best solution for preventing all payment card fraud. There are other emerging technologies, such as tokenization, that may provide better security, especially around card-not-present fraud.
1.13	The bidder must detail their ability to block certain Merchant Category Codes as required by the agency.
Res.	**Prepaid Cards Contain the Ability to Block MCC Codes** Acknowledged. All prepaid cards in our proposed solution to the State come with the ability to block MCC codes. Currently, the State utilizes this functionality on the following programs: • 3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS) • 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center Additionally, for Focus Cards, we utilize MCCs to block internet gambling activity in line with card association guidelines. Even though the State could also use this capability on other programs, U.S. Bank recommends that each program keep their current setup. While MCC blocks present a good tool to modify purchase behavior for cards that utilize government-owned funds or aim to curb behaviors, when applied to card programs that utilize cardholder-claimed funds, it often upsets the cardholder experience and could potentially lead to negative public exposure. As the State can understand, U.S. Bank would prefer to mitigate as much of that risk as possible.

Technical Requirement 2 - Card Enrollment

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
2.1	The contractor may not deny enrollment to any cardholder referred by a participating program for participation in the program unless required by federal or state law or a card association age restriction. The contractor may not require a credit line approval process or perform a credit check on cardholders participating in the card program resulting from this RFP. In instances of program abuse by cardholders, the State will work cooperatively with the contractor to determine a mutually acceptable resolution.	X		X	
Res.	**No Cardholder Denied** Acknowledged. All State cardholders will be eligible for enrollment in prepaid card program. However, no cardholder will be enrolled until their enrollment and eligibility information is provided to U.S. Bank by the State. Additionally, recipients may be denied if required by state or federal law, such as: the Currency and Foreign Transactions Reporting Act, also known as the "Bank Secrecy Act" (31 USC §§5311-5330 and 12 USC §§1818(s), 1829(b) and 1951-1959), the USA PATRIOT Act of 2001 (P.L. 107-56, Oct. 26, 2001; 115 Stat. 272), and the Office of Foreign Assets Control regulations at 31 CFR Parts 500, 501, 505, et al. Should a recipient be determined ineligible for a prepaid card due to reasons listed above, U.S. Bank will notify the State.				
2.2	The bidder will detail the cardholder information required to issue a card.				
Res.	**Minimal Cardholder Information Required**				

	Whether enrolling card accounts through the batch transmission process or the administrative website, U.S. Bank requests that the agency provide the following information: **Required Information** • Name, Address, SSN & Date of Birth **Requested Information** – for additional security clearance when needed • Primary & Secondary Phone Number				
2.3	The contractor shall provide a secure online web based enrollment process for use by each of the participating programs. With regard to a web-based enrollment process (Central processing), the bidder shall provide online editing and confirmation that the account was successfully entered, accepted, and that cards will be issued. The bidder is required to read each program description, examine the batch enrollment processes for each program and detail any deviations/concerns. With regard to a web-based enrollment process, the bidder shall provide online editing and confirmation that the account was successfully entered, accepted, and that cards will be issued.	X		X	
Res.	**Web-based Enrollment** One enrollment method for the State will be our Administrator Website. Designated personnel will be able to use the site for a number of program query and management purposes, including: • New cardholder enrollments • Review and edit current account information • Search for specific accounts • Verify date and amount of deposits to individual cards • Access to program reporting				
2.4	The contractor is required to provide a secure batch oriented enrollment process to accept new information on a daily basis. With regard to a batch oriented enrollment process, the bidder shall receive the enrollment file from the State, edit the data, establish the account(s), and issue the card(s). An acknowledgement file shall be returned to the program confirming the accounts were successfully created and providing error information for any accounts that could not be created due to problems with the enrollment data. The bidder shall also specify the time frame for returning the acknowledgement file after receipt of the enrollment file.	X		X	
Res.	**Secure File Transfer Protocol – Connect: Direct** Acknowledged. U.S. Bank can utilize a variety of FTPs. However, currently for all the State programs we				

utilize the Connect: Direct FTP:

Internet VPN File Transfer Protocols		
Connect: Direct	Security & Benefits:	• Site-to-Site IPsec encrypted tunnel. • Advanced security options for perimeter authentication, data privacy and integrity.
	Requirements:	• Sterling Commerce Connect:Direct software. • U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes.
	Optional:	• Connect:Direct Secure+ for advanced security options such as mutual authentication, data encryption (SSL), and cryptographic message integrity checking.
	Other:	• This protocol is not available with U.S. Bank's Image Cash Letter product.

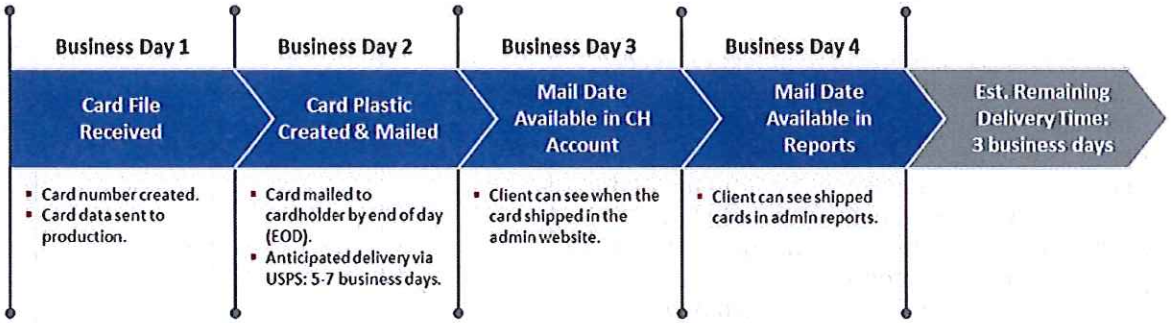
Complete Transmission Verification

Upon receipt of each enrollment file, we will provide the State with an echo file and corresponding reports that acknowledge enrollments received and processed correctly, as well as those which could not be processed and the reason(s) for the rejection.

2.5 The bidder shall specify the time frame to produce and mail the cards once the enrollment data is accepted either by web, secure batch enrollment or any other alternative enrollment processes suggested. An electronic report by program identifying any new accounts will be required.

Res. **U.S. Bank Manages ALL Prepaid Card Production & Fulfillment**

Acknowledged. The vast majority of our "shipped" prepaid cards are processed and issued into the U.S.P.S. mail stream within 1 business day of receiving the enrollment file from the State, depending on the time of day the enrollment file is it was received. This "shipped" card enrollment model leverages our fulfillment strengths to setup, process and ship individual, personalized cards to cardholders:



*Note: Please see our response to **Section IV.D.1.iii.c** in our **Technical Response** for more in-depth information regarding our card production and fulfillment process.*

Additionally, our prepaid administrative website will provide the State with an array of reports, including a report that can identify new card accounts.

*Note: Please see our response to **Section IV.C.3.h** in our **Technical Response** for more in-depth information regarding our prepaid administrative website and reporting suite.*

2.6	The participating programs require the ability through a secure website to perform a variety of functions to include: enroll clients; have replacement cards mailed out; open pre-existing accounts that have been closed; and close accounts. The bidder shall detail options available and provide screen prints of the secure website. The bidder shall detail the security levels that are available in the website solution. The bidder shall include information on its ability to limit user access by specific state agency program cardholder data and levels of user functionality available to program Staff.	X		X	

Res.

Comprehensive Prepaid Administrative Website

U.S. Bank prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

Note: *Please see our response to* ***Section IV.C.3.h*** *in our* ***Technical Response*** *for more in-depth information regarding our prepaid administrative website and reporting suite.*

2.7	The bidder is required to detail the account number structure (alpha/numeric). At the program level, the account number structure (alpha/numeric) assists the state in identifying the participating program of the card being loaded.

Res.

Account Set Up – State-Generated Identifiers

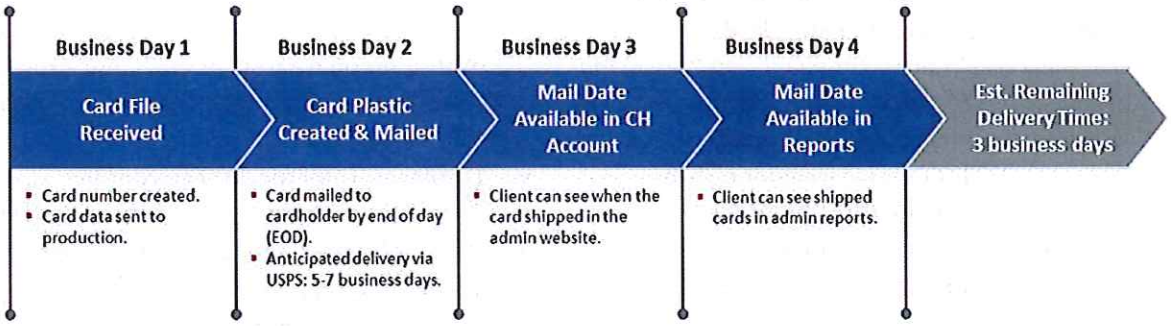
U.S. Bank will provide a common bank routing and transit number for all State prepaid accounts issued. In addition to this number, the account will also need a unique account identifier composed of up to 15 alpha/numeric characters. The State will be asked to select this unique identifier for each card account and then use it as the cardholder's internal (State) program direct deposit account number for card funding purposes. This unique account identifier is not the same as the 16-digit Visa card number displayed on the card, which is created by U.S. Bank after the cardholder is enrolled.

By allowing the State to select the unique identifier for each cardholder (most often their SSN or claim number), there is no need for the agency to track and manage an incremental identifier simply because the

	program participant is a cardholder. The advantage to this process is that the State can load the bank routing and transit number, and unique identifiers into the State's ACH file with no interaction with U.S. Bank. The bank routing and transit number and unique identifier information will remain the same even when a card is reissued. Should a cardholder need a new card for reasons such as card expiration, or after being reported lost or stolen, the agency will not need to make any ACH file changes. usbank Key Point **System-Generated Identifiers Available Too** While the State currently utilizes our client-generated process above, U.S. Bank also has the ability to generate card account numbers systematically as well. This offers the State another process option, if required.
2.8	The bidder shall detail its ability to provide a list of identifying features, card design, colors, and/or unique numbers specific to each program's card.
Res.	**Identifying Features for Each Program ReliaCard** For multiple agency states, the card designs and color schemes will vary with each agency. Here are four examples: ***Note:** Please refer to our response to **Req. 1.8** for details about card customization options.* Additionally, behind the plastics design, U.S. Bank incorporates a variety of program coding protocols that also helps differentiate the programs like BINs and unique identifiers. Our prepaid specialists would be happy to open this topic up for discussion on all our program identifying features available.
2.9	The bidder will discuss its ability to assist the State or other entities eligible to participate in this contract if a disaster should occur. The bidder will detail how quickly a program can be set up to load emergency benefits for state clients in the event of a declared disaster. The bidder shall specify in the cost proposal/cash access schedule if an additional cost exists for these services.
Res.	**Instant Issue Cards for Disasters and Emergencies** U.S. Bank can enable the State with an inventory of instant issue cards at your office locations and headquarters. In the event of an emergency, administrators can instantly fund and use these cards to make payments to any employee/recipient that needs their pay or benefit assistance payments. We look forward to discussing this option in greater detail with the State to isolate best practice principles.
2.10	The bidder is required to have in place a process to notify the program when an enrollment file is sent directly to the bidder and the file fails to process. Notification may vary by program.
Res.	**Standard Reporting** For ACH funding, reject/success notifications are sent back through the NACHA file. Our administrative website also has standard reporting that can show this information for ACH funding. For batch funding files we produce and send a reject/success files immediately after loads.

2.11	The bidder will describe any limits on the number of enrollment records that may be submitted per State program per day.
Res.	**No Limit On Enrollment Records** Our processing platform was engineered for massive throughput and has no limits on the number of enrollments that can be submitted per Program per day. U.S. Bank's system currently manages over 70 major government programs constituting over 2 million active prepaid cards with ease – including all the Nebraska prepaid programs.
2.12	The bidder shall provide a summary or highlight the card association rules that most affect cardholders.
Res.	**Cardholder Agreement Lists all the Terms and Conditions for Cardholders** Each prepaid card comes with a Cardholder Agreement (terms and conditions) pertaining to the specific prepaid program. This agreement outlines all the card association rules that affect cardholders. ***Note:** Please see **Exhibit IV.D.1.iii.c** for **SAMPLE Marketing Materials.***

Technical Requirement 3 - Card Production, Distribution and Issuance					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
3.1	The State programs require a magnetic card which shall comply with all federal laws and regulations, meeting card associations' industry standards for quality. It must be similar in design and technology to any industry bank-issued stored value cards/ATM cards. The card must include security features to activate the card, to prevent counterfeiting, and to prevent fraud.	X		X	
Res.	**Built to Comply with PCI Standards** U.S. Bank has been a compliant, industry leader issuer of Visa prepaid cards. As such, our programs and plastics have been found to meet annual compliance for the last fourteen years. Some of the compliant features of our card plastics include: • High-Coercive Magnetic Strip • Displayed Website Address • Four-Color Printing • Cardholder Personalization • Ultraviolet Ink • Fine-Line Printing • Reverse-Side Hologram • Displayed Toll-Free Service Number • Terms & Agreement Disclosure on Carrier • PAN Embossed with Contrasting Color • Terms & Agreement Disclosure on Card • Unique, Never-Duplicated PANs • Tamper-Evident Signature Panel • Track 2 Maximums Enforced				
3.2	The bidder card solutions shall be reloadable for all programs except Nebraska Game & Parks gift cards.			X	
Res.	**All Available U.S. Bank Solutions are Reloadable** All U.S. Bank prepaid solutions offered in response to this RFP (ReliaCard, AccelaPay, Focus Card and PayCard) are reloadable.				
3.3	The contractor shall be responsible for card production and issuance of both initial and replacement cards. The initial card and replacement cards shall be provided to the cardholder at no cost to the State or cardholder	X		X	

	unless otherwise specified for replacement cards. Cards will be issued within a specified time after receipt of enrollment information.				
Res.	**Standard Replacement Cards** To replace a lost/stolen/damaged card, the recipient simply calls customer service to report the loss, where they are properly identified with a series of security questions and the missing card is deactivated. For replacement, U.S. Bank will produce and mail a personalized replacement card that will be received in 7-10 business days. When the recipient receives and activates the new personalized card, the balance is automatically assigned to the new card. The balance is available as soon as the new card is placed in service. Initial and replacement cards are provided at no cost to the State or cardholder. ***Note:*** *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution and each product's specific replacement card options and fees.*				
3.4	The bidder shall provide a timeline indicating and detailing the critical events that occur from the time cardholder enrollment is received from the program, issuance/card distribution occurs and the first load is deposited into the account.	X		X	X
Res.	**Cardholder Enrollment & Card Issuance** The vast majority of our "shipped" cards are processed and issued into the U.S.P.S. mail stream within 1 business day of receiving the enrollment file from the State, depending on the time of day the enrollment file is it was received. This "shipped" card enrollment model leverages our fulfillment strengths to setup, process and ship individual, personalized cards to cardholders:  ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *in our* ***Technical Response*** *for more in-depth information regarding our card production and fulfillment process.*				
3.5	The bidder must detail how and when a participating program is notified when card issued is returned by the United States Postal Service as undeliverable. The bidder must detail notification methods available to participating programs.				
Res.	**Returned Cards are Statused and Reported to the State** U.S. Bank's process is to status undeliverable prepaid cards and disposition them in accordance with industry standards, including Visa plastics specifications. After disposition, U.S. Bank reports the undeliverable transactions to the State daily via our standard reporting suite.				
3.6	Each program shall have the right to review, edit, and give final written approval of the card mailer and instructional materials associated	X		X	

	with the use of the EPC account and card. The approval process will include approval of the overall design, wording details, and specific content of the materials. Participating programs understand that some federal and state laws, banking regulation and card association requirements are necessary for mailer and instructional language. The bidder must provide a copy of the card mailer it currently uses and/or proposes.				

Res.

Bilingual Educational Materials

Our prepaid marketing team will work with the State to collaborate on producing the website and educational materials required to maximize the potential of the prepaid program.

- Welcome Brochure
- Card Carrier
- Cardholder Agreement
- U.S. Bank's Privacy Pledge Brochure

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *in our* ***Technical Response*** *for additional information regarding our prepaid card educational materials.*

Activation Stickers Applied to ALL Prepaid Cards

Also, all U.S. Bank prepaid cards contain activation stickers to help instruct cardholders to properly activate their cards via the IVR or the website. All the information required to activate cards is present on the bilingual card carrier affixed to the card. Card activation is completely COST FREE to the cardholder.

SAMPLE Activation Sticker – RellaCard

Technical Requirement 4 - Card Program Administration and Reporting

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
4.1	The contractor shall provide at least a 60-day advance written notice to the State Treasurer's Office of changes affecting cardholders.	X		X	

Res.

Client Policy Change Communication – 60 days

Acknowledged. U.S. Bank is open to discuss 60 day policy change communication process with the State in order to meet your needs.

Cardholder Policy Change Communication – 21 days

U.S. Bank currently communicates Regulation E mandated policy changes to cardholders within a minimum of 21 days. All change notices will be communicated in writing via letters to the cardholders. Additionally, content regarding the change may also be provided on the program website, automated IVR and to live customer service to ensure full communication of the change.

4.2	The bidder shall demonstrate its ability to generate management and statistical reports to the participating programs related to cardholder accounts by providing sample summary and detailed reports. The State requires aggregate	X		X	

	reporting at the State contract level and for all contracts resulting from this RFP. The State does not desire access to individual cardholder financial activity. The bidder shall describe the method and timeframe that this data can be provided to participating programs. The bidder shall review Business Requirement C.3.h for minimum monthly reporting requirements. Monthly reporting shall to be sent to the program lead and the State Treasurer's Office. The bidder shall review Business Requirement 4 for annual reporting due to the State Treasurer's Office.				
Res.	**Comprehensive Prepaid Administrative Website** U.S. Bank prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible: ***Note:*** *Please see our response to* ***Section IV.D.1.vii.a*** *in our* ***Technical Response*** *for more in-depth information regarding our comprehensive reporting suite and administrative website capabilities.*				
4.3	The bidder is required to detail how card inventory is managed. The bidder is required to detail the necessary lead time a program would need to provide if a card program is switched from voluntary to mandatory or new laws affect enrollment, in order to provide the contractor with adequate time to secure cards for increased distribution.				
Res.	**Inventory Management (Personalized Cards/Shipped Cards)** Our card production and fulfillment provider, Fiserv Output Solutions (FOS) receive real-time data feeds of our program card volumes and enrollments. This data provides U.S. Bank with an ongoing estimate of plastics required to maintain card inventory. In this fashion, U.S. Bank monitors inventory and usage to ensure that we have adequate card inventory for all of our programs. If the State were to use custom card plastic, we similarly monitor card inventories and work with the State to ensure that we have adequate inventory on hand to meet unexpected surges or increased enrollments. **Inventory Management (Non-Personalized/Instant Issue Cards)** Managing non-personalized or instant issue card inventories is handled systematically by our intuitive card inventory management system. This system tracks card inventory at each location and automatically ships cards when levels reach a pre-defined minimum, ensuring locations never run out of card inventory. Additionally, card inventories exchanged between State locations are automatically updated in the system upon card issuance. Cards can be shipped directly from the card manufacturer to field locations or centralized facilities.				

Automated Inventory Management & Replenishment	
1. Original Program Inventory	Prior to program launch, U.S. Bank produces the required inventory of instant issue cards and distributes them to a central State location, or individually to multiple locations.
2. Cards Issued & Deducted	After launch, cards are instantly issued to recipients and their registration data is documented in the U.S. Bank system
3. System Updates Inventory	As cards are issued and registered, the system automatically deducts the volume from the inventories and updates the data to reflect

			accurate, current data.			
		4. Re-Order Threshold Met	Prior to launch, the State and U.S. Bank will institute a "Re-Order Threshold." Once card volumes reach this threshold, the system will automatically engage replenishment protocols to ensure inventories are not completed depleted. Re-Order thresholds will vary from client to client.			
		5. Inventory Replenishment	After the "Re-Order Threshold" has been met, the U.S. Bank system will generate a card replenishment order with our card production facilities, where new cards will be created and shipped to State locations.			
4.4	The bidder will detail how it manages card stock in preparation for card re-issuance.					
Res.	**Forecasted Expiration Dates** Our card production and fulfillment provider, Fiserv Output Solutions (FOS) receive real-time data feeds of our program card volumes and expiration dates. This data provides them with an ongoing estimate of plastics required to keep card inventory in check.					
4.5	The bidder shall detail how often cards expire and are replaced. The bidder must detail if there is any flexibility on expiration dates of issued cards. Expired cards shall be provided at no cost to the cardholder or the State.		X		X	
Res.	**3-Year Expiration/Replacement Cycle** Once every three (3) years, new cards are reissued at no charge to every cardholder to replace their current card, provided they meet re-issue criteria. The only exception is for Unemployment Insurance cards, where the average life of the card is dramatically shorter. For those programs, U.S. Bank uses a 2 year expiration model. To meet State needs, we can adjust the card expiration dates to meet any of the state agency requirements Cards to be reissued are systematically processed approximately 45 days prior to the end of the expiration month embossed on the card. The time sequence for the delivery of reissued cards is identical to the 3-5 day delivery sequence described above for initial cards. Cardholders never experience an interruption in card benefits because they receive their new card with ample time to activate it prior to the expiration of the old card. Again, as is the case with any card replacement, there will be no need for the Agency to make any ACH file changes to the funding methodology already established for the cardholder. The replacement process will be "transparent" and without ramifications to the ongoing card funding process set-up between U.S. Bank and the agency.					

Technical Requirement 5 - Card Usage and Cash Access

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
5.1	The contractor shall provide bank teller cash access. The bidder shall identify any service fees in the cost proposal/cash access schedule. The bidder shall disclose all card association fees for teller cash access for the proposed applicable card brand in the cost proposal/cash	X		X	

	access schedule.				
Res.	**Cost-Free Cash Access at Visa or MasterCard-Branded Banks and Credit Unions** U.S. Bank prepaid cards can be used to withdraw cash (to the penny) at any financial institution in the United States that processes Visa "cash advance" transactions – over 103,000 bank branch and credit union teller locations nationwide. This cost-free service is not limited only to U.S. Bank branches. Currently there are 1,148 Visa bank and credit union locations in Nebraska. ***Note:*** *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution and each product's specific cash access options and applicable fees.*				
5.2	The cardholder must be able to purchase goods and services anywhere the brand (Visa/MasterCard) is accepted, including via the internet, mail order, and telephone order. The bidder shall state the approximate number of domestic and international locations where the card can be used. The operating network shall query the cardholder's available balance at the time of any PIN-based POS transaction and will disallow those transactions that would exceed the cardholder's balance. The cardholder may receive cash back with a POS transaction based on either the store limit or the negotiated cash-back withdrawal limit.	X		X	
Res.	**Widespread POS and Cash Access** Our proposed solutions use prepaid, reloadable, Visa-branded prepaid debit cards that operate within the Visa® and Interlink® merchant networks for signature-based, PIN-based and cash back transactions and the Visa PLUS® ATM network. With our prepaid solutions, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa debit is accepted, including online, mail order, and by telephone. Aside from over 38 million global POS locations that accept Visa, cardholders can withdraw cash at over 2.2 million Visa/PLUS ATMs and over 102,000 Visa-branded national banks and credit unions. Plus cardholders get true service fee-FREE and surcharge-FREE ATM service within our "in-network" coverage of over 26,000 ATMs worldwide:				

U.S. Bank Prepaid Merchant, Banking and ATM Network

Transaction Type	Network	NE	U.S.	World
COST FREE POS Transactions *(Signature-Based)*	**Visa® Debit**	34,951	9,400,000	38,100,000
COST FREE POS & "Cash Back" Transactions *(PIN-Based)*	**Visa® Interlink® Debit**	9,816	2,640,000	N/A
	NYCE® Debit			
COST FREE Bank & Credit Union Cash Withdrawals	**Visa®**	1,151	102,330	838
COST FREE ATM Cash	**U.S. Bank®**	297	26,158	322

Withdrawals *(In-Network)*	**MoneyPass®**			
ATMs Cash Withdrawals *(Out-of-Network)*	**Visa® PLUS®**	2,077	487,000	2,200,000
Total Access Points		**48,292**	**12,655,488**	**40,301,160**

Note1: *Data is approximated from the most recent data available and is subject to change.*

Note2: *This matrix shows a Visa program build. If the State requires a MasterCard build, U.S. Bank can provide that. In that build, this matrix would largely be the same, only representative of the MasterCard brands Maestro for PIN-based POS debit and Cirrus for the "out-of-network" ATM network.*

Note: *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution and each product's specific POS and ATM capabilities and applicable fees.*

Maximum Cash Back

U.S. Bank prepaid cards can be used to get cash back in a POS transaction with Interlink and NYCE merchants. Retail merchants control the amount of cash a cardholder can receive in a "cash back" transaction. However, U.S. Bank has configured the card limits to provide optimal "cash back" value if retailers allow it.

Prepaid Cards Will Decline on Overdrawn Transactions

U.S. Bank prepaid programs are configured so that any transaction attempt that exceeds the available card balance will be declined.

All prepaid card programs include the slight risk of the cardholder exceeding their available balance. This is typically due to the "pre-authorization" component of certain transaction types that are left open until the final total is determined by the consumer. So although rare, overdrafts can still occur. However, at no time would the State ever be responsible for cardholder overdrafts. Rather, the amount of the overdraft would be recouped by U.S. Bank when additional funds are deposited to the cardholder's account. If no further funds are deposited, U.S. Bank would absorb the loss.

- **Pay-at-the-Pump Automated Fuel Dispensers (AFDs)** – If the cardholders use their Focus card at an AFD, U.S. Bank may hold $75 from the account to initiate the transaction. This hold may take up to four (4) days to clear. If cardholders do not want funds held or do not have enough money in their account, they are advised to pay the cashier inside for their gasoline purchase. Recently, AFD technology has improved in some areas to process a close to real time clearing process that actually stops the AFD from pumping fuel when the card limit has been reached.
- **Hospitality Establishments (hotels, restaurants, etc.)** – Where tips and/or additional charges may be added at the end of the transaction. Depending on the policy of the establishment, an amount equal to the transaction total plus as much as an additional 20% may be suspended until actual settlement is processed, which may be from one to 48 hours.
- **Rentals** – When the final amount for a rental is not known at the start of the transaction, a pre-authorization amount is suspended against the account balance.

5.3	The card must allow for nationwide and international ATM access and the withdrawal of cash through a normal ATM transaction. Any ATM withdrawal dollar limit shall be specified. The number of free ATM transactions shall be	X		X	

	specified. The State will consider options that include banking unused no-charge ATM withdrawal rights. The bidder is required to detail ATM networks utilized to provide services under this RFP.				
Res.	**Broad "In-Network" ATM Access** With U.S. Bank's broad"in-network" ATM access, cardholders will receive COST-FREE cash access to over 26,000 U.S. Bank and MoneyPass ATMs worldwide. **Variable Withdrawal and Usage Limits to Prevent Fraud** Although we can configure unlimited transactional limits, U.S. Bank does recommend using limits to mitigate potential fraud. U.S. Bank has the ability to set up each program with different transaction parameters – each configurable by the State. These parameters are in place to establish a reasonable balance between the needs of our cardholders and a safeguard in the event the card is stolen and used fraudulently. Our standard default parameters are set as follows: **ReliaCard Transaction Limits** *Card Transaction Limits* / *Count* / *Amount* Maximum Card Balance: N/A / $40,000 Purchases (includes cash back): 20 per day / $4,000 per transaction Teller Cash Withdrawal: 2 per day / $1,025 per day ATM Withdrawal: 10 per day / $1,025 per day Loads or Deposits: 10 per day / $20,000 per day Signature-based POS returns: 4 per day / N/A Pending ACH Credits: 5 per day / $5,000 per day ACH Loads: 10 per day / $20,000 per day **Focus Card Transaction Limits** *Card Transaction Limits* / *Count* / *Amount* Maximum Card Balance: N/A / $40,000 Purchases (includes cash back): 20 per day / $4,000 per transaction Cash Loads (Focus Card Only): 3 per day / $950 per day Teller Cash Withdrawal: 5 per day / $2,525 per day ATM Withdrawal: 5 per day / $1,525 per day Loads or Deposits: 10 per day / $20,000 per day Signature-based POS returns: 4 per day / N/A Pending ACH Credits: 5 per day / $5,000 per day ACH Loads: 5 per day / $20,000 per day While the above limits are used as prepaid industry best practices to deter fraud, U.S. Bank can configure the ATM and Teller limits to match certain State needs, where applicable. **ATM Owners and Financial Institutions Impose Most Limits** For the most part, the ATM owners, banks and credit unions – not the prepaid card issuer – impose the ATM and teller withdrawal transaction limits. From a card perspective, U.S. Bank imposes a standard daily limit for withdrawals as shown above. This limit is configurable on a program by program basis but again is limited to the limits set by the ATM owners, banks and credit unions.				
5.4	The bidder shall identify the locations (by city) of	X		X	

	all the in-network (non-surcharge) ATM's and bank branches available for use by the cardholder in Nebraska at the time of proposal submission. The bidder shall describe the extent of surcharge-free ATM access available to the cardholders. The bidder shall identify the costs and/or surcharges imposed for use of non-network ATMs that would be passed on to cardholders.				
Res.	**"In-Network" ATMs by Nebraska City** We've included a list of "in-network" or FREE ATM locations below:				

Alliance	2	Holdrege	3
Arapahoe	1	Jackson	1
Atkinson	1	Kearney	7
Beatrice	2	LaVista	4
Bellevue	9	Lexington	4
Benkelman	1	Lincoln	64
Blair	3	Lyman	1
Bridgeport	1	McCook	4
Broken Bow	3	Minatare	1
Bruning	2	Mitchell	1
Burwell	1	Morrill	1
Callaway	1	Nebraska City	2
Cambridge	1	Norfolk	5
Columbus	5	North Platte	5
Crete	1	Omaha	105
Curtis	1	O'Neill	2
David City	1	Ord	1
Elkhorn	1	Papillion	3
Falls City	1	Scottsbluff	15
Fremont	4	Sidney	2
Geneva	1	South Sioux City	4
Gering	4	Wahoo	1
Grand Island	9	Wakefield	1
Gretna	2	Wilcox	1
Hastings	3	York	1
Hebron	1		

5.5	The bidder shall detail its ability to provide home bill payment as a service available to cardholders.	X		X	
Res.	**Online Bill Pay (ReliaCard)** Online bill pay allows cardholders to set up regular automated payments to creditors, by simply going online to access their account, registering the creditor they'd like to pay and our online bill pay feature will automatically pay the bill directly from their ReliaCard account. **Billeo® – Bill Pay Assistant (Focus Card)**				

	With over 20,000 billers in their directory, the Billeo Bill Pay Assistant feature on all Focus Cards allows cardholders to select billers and easily visit their sites each month. You can complete payment information with just a few clicks. Billeo can send you reminders for upcoming bills, remember and auto-fill your passwords, and save your payment confirmation pages for future reference. Sign up through the Pay Bills link on the cardholder website.
	
	Billeo Benefits
	• Stay Organized
	  o Pay your bills online with your Focus Card.
	  o Save and file all your bill payment receipts.
	  o Receive reminders when bills are due.
	  o View reports of your monthly spending.
	• Fast & Simple to Use
	  o Enables instant payments and confirmation.
	  o Users can fill forms with a single click.
	• No Password Problems
	  o Billeo remembers usernames and passwords.
	• Safe & Secure
	  o Payment information is confidential.
	  o Only user has access to the e-wallet.
	• Free to Download				

5.6	The bidder shall provide a detailed listing of bank teller cash withdrawal access locations in Nebraska as known to the bidder by city, financial institution name and address. The listing should describe how and when the data in the listing was acquired.	X		X	
Res.	**Visa Banks and Credit Unions by City** We've included a list of Visa bank and credit union locations below:				

Adams	1	Fairbury	6	O'neill	4
Ainsworth	4	Fairfield	1	Orchard	1
Albion	5	Fairmont	1	Ord	4
Allen	1	Falls City	5	Orleans	1
Alliance	10	Farnam	1	Osceola	1
Alma	2	Filley	1	Oshkosh	1
Ansley	1	Firth	2	Osmond	1
Arapahoe	1	Fordyce	1	Overton	1
Arcadia	1	Fort Calhoun	1	Oxford	1
Archer	1	Franklin	2	Palisade	1
Arlington	1	Fremont	18	Palmer	1
Arnold	1	Friend	2	Palmyra	1
Arthur	1	Fullerton	2	Panama	1
Ashland	5	Geneva	3	Papillion	12
Ashton	1	Genoa	1	Pawnee City	2

Atkinson	2	Gering	5	Paxton	1
Auburn	5	Gibbon	1	Pender	2
Aurora	6	Giltner	1	Peru	1
Avoca	1	Glenvil	1	Petersburg	1
Axtell	1	Gordon	2	Pickrell	1
Bancroft	2	Gothenburg	4	Pierce	2
Bartlett	1	Grafton	1	Pilger	1
Bartley	1	Grand Island	36	Plainview	2
Bassett	2	Grant	3	Platte Center	1
Battle Creek	1	Greeley	2	Plattsmouth	6
Bayard	1	Gresham	1	Pleasanton	1
Beatrice	12	Gretna	4	Plymouth	1
Beaver Crossing	1	Guide Rock	1	Polk	1
Beemer	1	Hallam	1	Ponca	1
Belden	1	Hampton	1	Potter	1
Bellevue	15	Harrison	2	Prague	1
Bellwood	1	Hartington	6	Purdum	1
Benkelman	2	Harvard	1	Ralston	3
Bennet	2	Hastings	16	Randolph	1
Bennington	2	Hay Springs	1	Ravenna	1
Bertrand	1	Hayes Center	1	Red Cloud	1
Big Springs	1	Hebron	4	Rising City	1
Blair	4	Hemingford	2	Riverdale	1
Bloomfield	2	Henderson	2	Roca	2
Blue Hill	2	Hershey	2	Roseland	1
Blue Springs	1	Hickman	1	Rushville	3
Boelus	1	Hildreth	1	Saint Edward	2
Boys Town	1	Holbrook	1	Saint Paul	1
Bradshaw	1	Holdrege	7	Sargent	1
Brady	1	Homer	1	Schuyler	4
Brainard	1	Hooper	1	Scotia	1
Bridgeport	4	Hordville	1	Scottsbluff	10
Broken Bow	6	Hoskins	1	Scribner	1
Brule	1	Howells	1	Seward	5
Bruning	1	Humboldt	3	Shelby	1
Brunswick	1	Humphrey	1	Shelton	1
Burchard	1	Hyannis	1	Shickley	1
Burr	1	Imperial	3	Sidney	8
Burwell	2	Indianola	1	Silver Creek	1
Butte	1	Jackson	1	South Sioux City	9
Byron	1	Jansen	1	Spalding	1
Cairo	1	Johnson	1	Spencer	2
Callaway	2	Juniata	1	Springfield	1
Cambridge	3	Kearney	25	Springview	1

	Campbell	1	Kenesaw	1	St. Paul	2
	Carleton	1	Keystone	1	Stamford	1
	Cedar Bluffs	1	Kimball	3	Stanton	2
	Cedar Rapids	1	La Vista	8	Stapleton	1
	Center	1	Laurel	2	Steinauer	1
	Central City	3	Lavista	2	Stella	1
	Ceresco	2	Lawrence	1	Sterling	1
	Chadron	5	Leigh	1	Stratton	1
	Chambers	1	Lewellen	1	Stromsburg	2
	Chappell	2	Lexington	7	Stuart	1
	Chester	1	Liberty	1	Sumner	1
	Clarks	1	Lincoln	127	Superior	5
	Clarkson	1	Lindsay	1	Sutherland	1
	Clatonia	1	Lisco	1	Sutton	3
	Clay Center	2	Litchfield	1	Swanton	1
	Clearwater	1	Lodgepole	1	Syracuse	3
	Cody	1	Loomis	1	Table Rock	1
	Coleridge	1	Louisville	2	Talmage	1
	Colon	1	Loup City	2	Taylor	1
	Columbus	21	Lyons	1	Tecumseh	4
	Cook	1	Madison	3	Tekamah	2
	Cordova	1	Madrid	1	Thedford	1
	Cortland	3	Malmo	1	Tilden	1
	Cozad	3	Marquette	1	Trenton	1
	Crawford	1	Maywood	1	Uehling	1
	Creighton	2	Mccook	9	Unadilla	1
	Creston	1	Mccool Junction	1	Union	1
	Crete	4	Mead	2	Utica	1
	Crofton	1	Meadow Grove	1	Valentine	5
	Curtis	1	Merna	1	Valley	2
	Dalton	1	Merriman	1	Valparaiso	1
	Davenport	1	Milford	2	Verdigre	1
	David City	5	Milligan	2	Virginia	1
	Daykin	1	Minatare	1	Waco	1
	De Witt	1	Minden	2	Wahoo	5
	Decatur	1	Mitchell	1	Wakefield	1
	Deshler	1	Monroe	1	Walthill	1
	Diller	1	Morrill	2	Waterloo	1
	Dodge	1	Mullen	1	Wauneta	1
	Doniphan	2	Murdock	1	Wausa	1
	Dorchester	1	Murray	1	Waverly	4
	Dubois	1	Nebraska City	6	Wayne	7
	Eagle	2	Nehawka	1	Weeping Water	2
	Edgar	1	Neligh	3	West Point	5

	Edison	1	Nelson	1	Western	1
	Elgin	1	New Castle	1	Wilber	2
	Elk Creek	1	Newman Grove	1	Wilcox	1
	Elkhorn	7	Niobrara	1	Winnetoon	1
	Elm Creek	1	Norfolk	23	Winside	1
	Elmwood	1	North Bend	1	Wisner	2
	Elsie	1	North Loup	1	Wolbach	1
	Elwood	2	North Platte	20	Wood River	2
	Emerson	2	Oakland	2	Wymore	1
	Ericson	1	Odell	1	Wynot	1
	Eustis	1	Offutt Air Force Base	1	York	12
	Ewing	1	Ogallala	3	Yutan	1
	Exeter	1	Omaha	207		

5.7	The bidder shall detail all cardholder spending limitations whether applied daily, weekly or monthly to include: number of transactions; dollar amount per transaction; dollar amount with multiple transactions; limit on the types of transactions.	X		X	

Res.

Variable Withdrawal and Usage Limits to Prevent Fraud

Although we can configure unlimited transactional limits, U.S. Bank does recommend using limits to mitigate potential fraud. U.S. Bank has the ability to set up each program with different transaction parameters – each configurable by the State. These parameters are in place to establish a reasonable balance between the needs of our cardholders and a safeguard in the event the card is stolen and used fraudulently.

> ***Note:*** *Please see our response to* ***Section 5.3*** *above for additional information regarding our prepaid usage limits.*

Online Bill Pay Spend Limits (ReliaCard)

Although we can configure transactional limits for general spend on the prepaid cards, U.S. Bank does utilize spend limits on our online bill pay feature which cannot be changed or modified. The following limits pertain to the Bill Pay transactions only, and are in addition to transaction limits that apply to the prepaid account generally (for security reasons, there may be additional limits on the amount, number or type of Bill Pay Transactions a cardholder can make):

- Max Amount per Bill Pay Transaction = $2,000
- Max Bill Pay Transactions per Day = 10
- Max Bill Pay Amount per Day = $2,000
- Max Bill Pay Transactions per Week = 10
- Max Bill Pay Amount per Week = $3,000
- Max Bill Pay Transactions per Month = 20
- Max Bill Pay Amount per Month = $5,000

5.8 The bidder shall detail any limit on the number of payments a card can accept daily or monthly.

Res.

Virtually UNLIMITED Load Capacity

Although U.S. Bank can configure unlimited load capacity, we recommend using limits to mitigate potential

	fraud and internal error: • Load Transactions = 10 per day • Total Load Transaction Value = $20,000 • Maximum Value on the Card = $40,000 These parameters are completely configurable by the State and can be modified to allow virtually unlimited transactions to meet the needs of each State agency. We look forward to discussing this aspect of the prepaid program in more detail with the State and participating agency administrators.				
5.9	The bidder is required to detail how a card can get into an overdraft status.	X		X	
Res.	**Prepaid Cards Decline on Overdrawn Transactions** Prepaid card programs are configured so that any transaction attempt that exceeds the available card balance will be declined. ***Note:*** *Please see our response to* ***Section 5.2*** *above for additional information regarding our prepaid overdraft process.*				
5.10	The bidder is required to detail its process for handling cardholder overdrafts where allowed.	X		X	
Res.	**Cardholder Responsible for Overdrafts** Currently, any "over limit" balances are the responsibility of the cardholder, not the State. Negative balances are removed as soon as new funds are deposited to the cards. If the card account is closed with a negative balance remaining on the card, U.S. Bank will absorb the loss. Transactions like these are noted in our cardholder marketing materials as are proactive solutions on how to avoid them.				
5.11	The bidder must detail the ability of tellers to provide card balances and other customer services at bank branches operated by the bidder.	X		X	
Res.	**Cardholders Won't Need Branch Assistance** While tellers at U.S. Bank branches can assist cardholder as necessary, our cardholders often find that going to a branch simply takes too much time. Especially since all our prepaid programs have been outfitted with simpler and faster means to get assistance in real-time either at home or on-the-go. Our customer service platform provides 24x7x365 real-time, online and mobile assistance: • Program Website • Mobile Banking App • Automated IVR Assistance • Live Agent Support • Text-2-Text Inquiries • Mobile and Email Alerts ***Note:*** *Please see our response to* ***Section IV.D.1.ix.a*** *in our* ***Technical Response*** *for more in-depth information regarding our comprehensive customer service features.*				
5.12	The bidder shall detail its plan to inform its branch bank management of the award of this contract and to ensure that branch bank tellers	X		X	

	are trained to deliver the services available to customers under this contract.				
Res.	**Part of Implementation Process** Part of the implementation process is designed to notify our bank branches of new prepaid programs launching. With the Nebraska programs, since they are already up and operational, we wouldn't need to notify our branches again. However, to help assist in this communication process, U.S. Bank Prepaid has numerous internal access points for branch and bank personnel to access product & marketing materials for all products such as our internal Sales Resource Center and Marketing On-Demand websites. ***Note:*** *Please see our response to* ***Section IV.G*** *in our* ***Technical Response*** *for more in-depth information regarding our program implementation process.*				
	Technical Requirement 6 - Card Loads and Funds Availability				
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
6.1	The contractor shall offer multiple methods for receiving payment transactions and loading card accounts: • Through the use of a standard PPD ACH transaction for each payment to each cardholder; and • Through the transfer of a file containing individual payment transactions for cardholders between the State and the contractor accompanied by an electronic funds transfer of the total amount of transactions in the file; and • Allowing the State to immediately load funds through transfer of funds from a reserve account (or in the case where the state maintains a current bank relationship, the contractor will be authorized to debit a State bank account. In the case where the State does not maintain a bank account with the contractor, the State will wire the funds).	X		X	
Res.	**Multiple Card Funding Options** Acknowledged. Like our data transfer capabilities, our funding options use existing business technologies, like ACH, FTP and web access. Primarily, most clients utilize ACH as it exists within virtually every organization already and is simple to use. However, if there is a need for alternative funding options, U.S. Bank provides multiple loading options for employers: 1. ***ACH Direct Deposit (Recommended)*** – Simply enter the cardholder's routing and account numbers into your payments platform/software, and originate ACH payroll transactions the same as you would for direct deposit to a bank account. This method allows you to start using prepaid cards with minimal development effort at your end. Funds are available within standard Federal Reserve timeframes, usually within 2-3 days. 2. ***Administrative Website (Alternative)*** – Simply load funds to individual cards via our program website. Transactions are processed instantly, and funds are available to cardholders immediately from a prefunded disbursement account at U.S. Bank. 3. ***Batch File Funding Initiation (Alternative)*** – The State sends U.S. Bank an encrypted file via SFTP instructing U.S. Bank how much money to load to each prepaid card and separately send the funds				

	in one aggregate ACH or wire transaction prior to posting date/time – limiting ACH origination fees. You can shorten the pre-funding time requirement by up to two days, saving even more. This is the recommended long-term loading method for regular funding. Funds are available immediately upon confirmation of funds availability. **Standard NACHA ACH Format – Just like Direct Deposit** Acknowledged. The State will have sole responsibility for initiating card funding transactions through ACH. If the State currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The State will continue to determine the ACH effective date for each outgoing funding file. ***Note:*** *Please see our response to* ***Section IV.D.1.v.b*** *in our* ***Technical Response*** *for more in-depth information regarding our ACH funding process.*				
6.2	The bidder shall clearly state the timeframe after receipt of the payment file when funds will be loaded to the cards and available for cardholder use. Additional information regarding payment availability may be located in the program specific addenda.	X		X	
Res.	**U.S. Bank Does Not Hold Cardholder Funds** U.S. Bank does not hold cardholder funds, so actual credits to prepaid card accounts occur within minutes of receipt of the funds.				
6.3	To accommodate multiple agencies within the State, loads will be provided in a separate ACH Batch for each program. The contents of the COMPANY ENTRY DESCRIPTION field and/or the COMPANY IDENTIFICATION FIELD within the ACH Batch Header Record will be used to differentiate the different programs.	X		X	
Res.	**State can Continue with Existing Funding Strategy** U.S. Bank will simply continue to support the existing funding strategy as the State sees fit. If the State requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.				
6.4	The bidder shall detail its ability to accept a file in conjunction with a wire transfer for same day funding of cards.		X	X	
Res.	**Community Release Program Used Same-Day Funding** While we currently do not process same-day funding in conjunction with wire transfers, we have incorporated a same-day funding process with the current State Community Release program using ACH funding. We'd be happy in discussing this same-day funding methodology with the State, if interested. usbank Key Point **Same-Day Wire Transfer Funding – COMING SOON!!!** As of this RFP, U.S. Bank is busy innovating many features and processes to our prepaid products. One of those enhancements is same-day funding via wire transfer. We are currently in the process of testing this functionality for all our prepaid programs. The anticipated launch date of this feature is Q1 2015.				

6.5	Participating programs may require the contractor to provide an acknowledgement of the number of loads and amounts received to confirm successful transmissions and meet reconciliation requirements. The bidder shall describe how this acknowledgement will be provided including the timeframe after receipt of the payment file and the method for providing it.	X		X	
Res.	**Confirmation Reports Provided** Since the State initiates funding, U.S. Bank utilizes confirmation reports for funding files to identify and mitigate errors: • ***Confirmation Reports from SinglePoint (Funding Files – U.S. Bank is the ODFI):*** If U.S. Bank is the originating depository financial institution (ODFI) for the State, we will setup reporting from our SinglePoint system – used for processing ACH requests – to supply confirmation of funding files. • ***Manual Prepaid Confirmation Reports (Funding Files – U.S. Bank is NOT the ODFI):*** If U.S. Bank is NOT the originating depository financial institution (ODFI) for the State, we will process manual reports from our reporting system to confirm the receipt of funding files. As part of providing this reporting, we would request that the State provide U.S. Bank with a daily card load schedule, so we are able to promptly assess the data and produce the report as quickly as possible for the State's benefit.				
6.6	In the event of a transmission failure between the contractor and ACH, each affected program shall be notified within the established time using a formalized notification process. The bidder shall detail the formal notification process including the notification timeframe for late file processing.	X		X	
Res.	**Direct Communication via Dedicated Relationship Manager** Acknowledged. Any and all notifications regarding issues or scenarios that present the potential to adversely affect the State's prepaid program will come from your dedicated Relationship Manager, Susan Trammel. Susan will be your primary contact for all matters regarding your prepaid programs, generally providing a response within one business day or less on all program matters. ***Note:*** *Please see our response to* ***Section IV.H.2*** *in our* ***Technical Response*** *for more in-depth information regarding your assigned Relationship Manager.*				
6.7	Contractors are required to make funds available to cardholders at the open of business on settlement day if loaded via ACH. The bidder shall detail availability of funds in Central Time.	X		X	
Res.	**U.S. Bank Does Not Hold Cardholder Funds** U.S. Bank does not hold cardholder funds, so actual credits to prepaid card accounts occur within minutes of receipt of the funds. As long as the State has determined the correct ACH "effective date" when making direct deposits via your ACH-originating bank, the funds will be available to cardholders at the open of business on settlement day. ***Note:*** *Please see our response to* ***Section IV.D.1.v.a*** *in our* ***Technical Response*** *for more in-depth information regarding the standard ACH posting windows occur.*				

6.8	The bidder shall detail its ability to intercept or reverse a payment made to a cardholder in error and detail its ability to return funds to the participating state program.	X		X	
Res.	**Reversals through NACHA Guidelines** In the event of a funding error, State program administrators will have the ability to follow standard ACH reversal procedures in accordance with NACHA guidelines. If needed, U.S. Bank can also assist by processing real-time credit reversals during normal business hours.				
6.9	The bidder shall detail its ability to detect payments received from other sources other than the specific program tied to the issued card. The bidder shall detail how these detected payments are handled and detail the notification process to the State program.	X		X	
Res.	**ONLY One Funding Source for Non-Portable Cards** The majority of existing State prepaid programs utilize non-portable prepaid cards. Non-portable cards can only have ONE (1) funding source – the assigned State agency and all other funding sources are automatically blocked. With non-portable cards, there would be no ability to have a different entity funding the card and therefore no need to detect a second source of funding. For portable cards, U.S. Bank can detect when funds have been added to the cards, however, we wouldn't be able to report the additional funding source due to cardholder privacy, or Regulation E concerns.				

Technical Requirement 7 - Cardholder Demographic Updates, Account Maintenance & Account Closure

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
7.1	The bidder shall describe methods of receiving and updating demographic changes (such as address in address and telephone number) and transferring that information between the contractor and the participating programs in the following instances which may vary by program: 1) Contractor receiving and updating demographic changes from cardholders and transferring that information to the programs. 2) Programs receiving and updating demographic changes from cardholders and transferring that information to the contractor to update their records.	X		X	
Res.	**Flexible Demographic Change Processes** Acknowledged. We have provided detailed responses in Forms A2-A13 for each program's desired demographic change process. As government prepaid program leader, we can process them in a variety of ways: • U.S. Bank Controlled Changes (Recommended) • State Controlled Changes (Alternative) • Separately Controlled Changes (Alternative ***Note:*** *Please see our response to* ***Section IV.D.1.iv*** *in our* ***Technical Response*** *for more in-depth information regarding our multiple demographic update capabilities.*				

7.2	Programs desire the option to exchange demographic changes via batch file interface. The bidder shall indicate whether this process can be provided and if so describe its format and use. The contractor should provide an acknowledgment to be returned after a file is received and processed. Each program indicates these or other preferred options in the program-specific addenda. Changes to other demographic information, such as a name change, may be handled differently from address and telephone number changes and is specified in the program-specific addenda. The bidder shall describe the procedures it employs to verify the identity of the cardholder when accepting changes via customer service or by the cardholder online.	X		X	
Res.	**Database Synchronization for Demographic Changes** Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs. ***Note:*** *Please see our response to* ***Section IV.D.1.iv*** *in our* ***Technical Response*** *for more in-depth information regarding our multiple demographic update capabilities.*				
7.3	The bidder is required to work with each program utilizing services under this RFP to develop a cardholder information change procedures.	X		X	
Res.	**Flexible Demographic Change Processes** Acknowledged. As the incumbent prepaid provider, we currently do provide this service to all programs. ***Note:*** *Please see our response to* ***Section IV.D.1.iv*** *in our* ***Technical Response*** *for more in-depth information regarding our multiple demographic update capabilities.*				

Technical Requirement 8 - Customer Service					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
8.1	Customer service calls shall be toll-free for program clients and state program staff. The contractor customer service center staff shall be available 24 hours a day, 7 days a week, 365/366 days a year. Examples of program client call center functions required include: access to account balances, general transaction inquiries, reporting of lost/damaged/stolen cards, ability to dispute transactions, provide cardholder funds availability information, PIN	X		X	

	selection/change and transaction history information. The bidder is required to detail the functions cardholders are able to complete with a live CSR representative, via an ARU, on a secure internet website. The bidder shall detail the amount (by number of months) of cardholder transaction history retained in the system accessible by customer service staff. The bidder shall detail the amount of time cardholder information is accessible to the state program staff through any tools it makes available to state program to utilize to view deposits made by state programs to the debit cards.				
Res.	**COST FREE, 24x7x365, Multi-Channel Customer Service** Acknowledged. All State prepaid programs will have a dedicated, toll-free number for cardholders to inquire about customer service. Furthermore, U.S. Bank believes that the cardholder should have virtually every avenue available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package around our cardholders – to give them the personal, self-service and proactive means to understand their account activity better. ***Note:*** *Please see our response to* ***Section IV.D.1.ix.a*** *in our* ***Technical Response*** *for more in-depth information regarding our 24x7x365, multi-channel customer service platform.* **12-Month Data Availability** All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager. ***Note:*** *Please see our response to* ***Section IV.D.1.vii.a*** *in our* ***Technical Response*** *for more in-depth information regarding our comprehensive reporting suite and administrative website capabilities.*				
8.2	The bidder shall describe the telephone communication system it uses or proposes using to operate the toll-free telephone system, whether call center services will be performed by contractor staff or sub-contracted, the city/cities where the call center(s) will be located, and the call center functions to be performed at each listed location. Additionally, it should detail the number of lines available for program clients, the planned staffing levels at various times of the day/week/month, the language and system skill levels of attendants, and the call management software used to monitor performance.	X		X	
Res.	**Fully Redundant Call Centers and IVRs** U.S. Bank operates dual, in-house call centers in Jacksonville, FL and Beaumont, TX with a total of XX lines/ports; giving us the ability to allocate IVR and live agent surge volume to either location in case of emergency. The actual phone and IVR system specifications cannot be disclosed in public RFPs for security purposes. Should the State require seeing the actual specifications of the system, we would be more than happy to arrange a site visit to review them.				

	Industry Standard Forecasting and Staffing All forecasting and scheduling is performed using Excel spreadsheets and industry standard equations (ErlangC) to predict staffing needs. Using Excel tools, historical trending and knowledge of business and cardholder behavior, we have achieved monthly forecast accuracy within 1% variance. Forecasting is done globally for all sites. High level planning is performed using projected active card counts for next 12 months. Forecasted staffing by client by day of month is planned using a rolling 30/60/90 forecast. This forecast uses historical data and then modified for known events that will impact call volume (new card volume, holidays, etc.). Daily forecast are generated 2-3 weeks in advance and break down the volume forecast into 30 min intervals. Using this data, we're able to staff effectively to meet demand. **Multiple Agent Skill Levels** While agents pass through gradient "tracks" of subject matter capability, they also progress through skill tiers as they gain more experience in the call centers: ▪ ***Tier 1*** – New Hire agents come in as Tier 1 agents and progress through the "tracks" as they become experienced. ▪ ***Tier 2*** – More experienced agents with the skill set required for additional tasks such as funds transfer and completing message tickets. ▪ ***Client Hotline*** – These calls are answered by the highest performing Tier 2 agents as these often require actions that we only the elite agents can handle. These calls are answered 24x7. ▪ ***Bilingual*** – This section of agents directly handle our English/Spanish calls.				
8.3	The bidder shall describe the procedures it employs to verify the identity of the cardholder when accepting changes via customer service or by the cardholder online.				
Res.	**Customer Service Identity Verification** As far as customer service verification, prior to assisting callers, our customer service representatives must thoroughly validate the cardholder's identity by asking for any of the following: Card Number, Cardholder Name, Cardholder Address (Physical Address), Last 4 SSN and/or Cardholder DOB.				
8.4	The bidder must provide a copy, in English, of the proposed scripts that the CSR's and the ARU callers will use. The script shall show clearly which steps the caller will follow in using the system and or communicating with CSR's.	X		X	
Res.	**Sample IVR Flow** Our prepaid IVR systems provide a full range of self-service options. A Sample of the IVR flow and scripting is included below:				

GREETING: You have reached cardholder services for the ReliaCard.
[*In Spanish*] For Spanish, press 2.
[*After approx. 5 seconds defaults to English*]
For easy access to your card account, please enter the 10 digit phone number associated with your account.

↓

For the security of your account, please enter the last 4 digits of your card number.

↓

Thank you. We found a card in our system associated with those numbers. Please enter the last 4 digits of your social security number.

↓

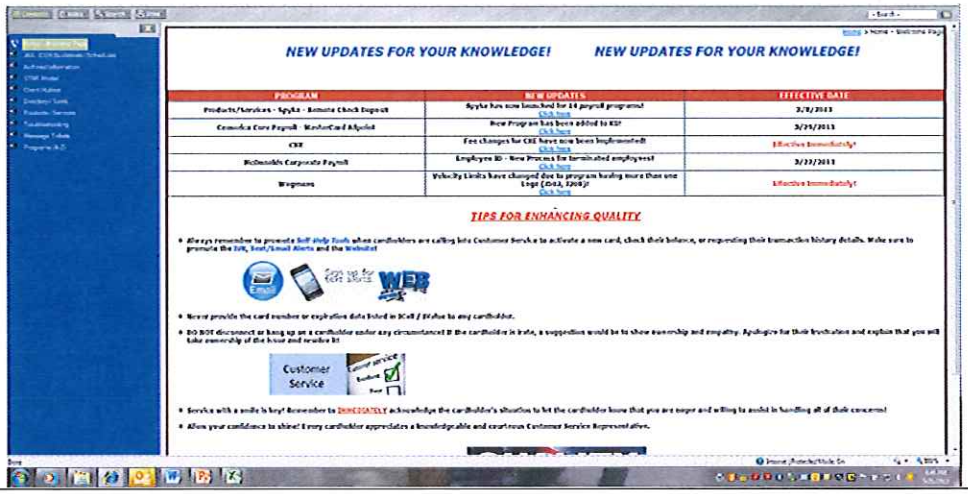
The current balance available for use on your card is: XX dollars and XX cents.

MAIN MENU:
To change your PIN, hear your current balance and recent transaction history, and for all other general card account access, press 1.
To request a replacement card or link a replacement card to your account, press 2.
[*If applicable*] To hear more about or to access Bill Pay, press 6.
To hear more about or to enroll in text alerts, press 7.
[*If applicable*] To change your paper statement enrollment, press 8.
To report a lost or stolen card or speak with a customer service representative for any other reason, press 0.
To repeat this menu, press the * key.

Custom Call Center Experience via Online Knowledgebase

Acknowledged. While we do not have dedicated groups of live agents assigned to particular clients, the State programs will have its own 1-800# and a customizable knowledge-base at the core of our live agent operation. From this knowledge-base, our agents get updated program information, best practices and other program-specific information to assist them in providing a completely State customer experience:

- ***Program-Specific*** – Provides the structure for live agent delivery of policies & procedures for prepaid cards, making for consistency in our non-scripted environment
- ***Promotes Consistency*** – Sustains the quality of live agent call handling processes & practices
- ***Drives Efficiencies*** – Significantly lowers handle times and increases agent productivity.
- ***Optimal Communication*** – Serves as a communication tool for updates & new information
- ***Central Location*** – Serves as the database for all departments of prepaid cards



	Call Center Knowledgebase				
8.5	CSR's shall be competent, qualified, trained, and able to communicate effectively to accomplish the purposes of the Contract. The bidder shall detail its "Customer Service" capabilities addressing each item identified above.	X		X	

Res.

Comprehensive 4-Week Live Agent Training

Acknowledged. Our live agent training utilizes a performance-based, adult learning methodology, and simulates the live call environment while in classroom training. This approach allows for a live agent learning curve via tiered training, building on CSA proficiency with the simpler programs up to more complicated or demanding clientele, including.

- ***Classroom Training*** – Two weeks of classroom training, including time on the phones.
- ***On-the-Job Training (OTJ)*** – Classroom training is followed up with two-weeks of OTJ with new agents supported on a 1:4 ratio.
- ***Final Certification*** – Training culminates with certification by the QA team. Live agents are required to exhibit proficiency in critical operations measurements (AHT, QA, efficiency stats).
- ***Track 2 Advancement*** – After 3 months, agents who are hitting their operations metrics are trained on Track 2 and follow a certification process.
- ***Track 3 Advancement*** – Four weeks after Track 2 certification, agents who are hitting their operations metrics are trained on Track 3, and follow the same certification process.
- ***Continual Improvement Process*** – Feedback from QA is taken for further improvements in the training process and may lead to refresher training for all agents on the floor.

Comprehensive Call Quality Technique (STAR)

Our in-house calla centers use a proprietary approach to managing calls and providing cardholder satisfaction:

- **Service with a Smile** – Customer Service related criteria used to gauge agent's use of soft skills on the phone.
- **Troubleshooting** – Prepaid Card Industry policy and procedural criteria used to gauge the agent's knowledge and accuracy of the material.
- **Assist and Educate** – First Call Resolution criteria used to gauge the agent's use of strategies and expertise to resolve all the customer's issues in one call.
- **Reassure and Wrap up** – Cardholder satisfaction criteria aimed at assessing the agent's ability to generate superior satisfaction in the cardholder.

usbank Key Point

Proactive Live Agent Quality Survey

Another unique attribute to our in-house call center services is our ability to actively survey cardholders regarding their experience speaking with our agents. This gives us immediate and actionable feedback to help continual improve our call center quality:

2014 Q1 Live Agent Survey Results		
Survey Questions/Criteria	***Response***	***%***

1. Was your issue resolved during the call you just completed?	YES	84%		
2. How would you rate the knowledge level of the agent?	HIGH	86%		
3. How would you rate the friendliness of the agent?	HIGH	91%		
4. Would you be willing to work with this agent again?	YES	95%		
# of Surveys	6,080			
Survey Acceptance Rate	17%			
Survey Completion Rate	83%			

8.6	State programs reserve the right to monitor calls made to the contractor call center from a remote location on an as needed basis.		X	X	

Res.

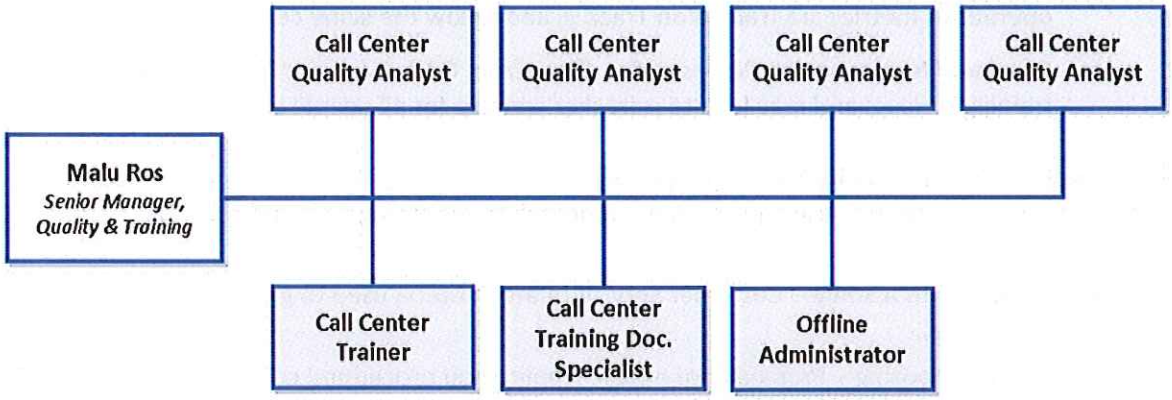
Direct Call Monitoring Violates Regulation E

Due to Regulation E restrictions around cardholder data privacy, the State isn't able to directly or remotely monitor cardholders calls, because during these calls cardholder data can be revealed or seen by State officials. This act would violate the protections of this regulation and complicate the program with an inordinate amount of risk. U.S. Bank, however, as the issue and program manager, can monitor the calls and we have a process in place for just that.

usbank Key Point

Dedicated Call Center Quality Team

In order to provide our clients and their cardholders with a market-leading customer service experience, we invested in a dedicated, onsite call center quality team:



Our Jacksonville call center serves as the Center of Excellence (COE) and establishes quality benchmarks for all satellite call center sites. We follow a balanced approach to interaction monitoring, focusing on two different types of quality:

- ***Conformance Monitoring (Type 1):*** This type of call monitoring is performed by the QA Team and focuses on the agent's ability to consistently conform to the process of effectively managing the call using the STAR technique.
- ***Developmental Monitoring (Type 2):*** This type of call monitoring is performed by the call center Supervisors and focuses on improvement areas of the agent's development.

Quality Strategy and Approach

Our monitoring and audit strategy embraces a development needs-based philosophy, allowing us to stack-rank agents according to their QA results. In this fashion, we're able to focus monitoring and training efforts on those that need it m – the agents in the lower buckets. Calibration sessions are completed on

	regular weekly basis and the business intelligence gathered through these sessions is used directly to improve call center management and generate continuous improvement initiatives. Monitoring sessions are completed at all sites and recorded on an agent, team, site and system level.				
8.7	State programs require a toll-free number and contractor representative that State program representatives can call outside normal business hours to be able to increase cardholder daily withdraw limits, one-time transactions limits, etc. The bidder shall detail if these changes can be real-time. *This will only apply to certain state selected programs.	X		X	
Res.	**Dedicated Relationship Manager Assigned to the State** To ensure the State receives the utmost in quality client service, U.S. Bank will assign a dedicated Relationship Manager to the State and all its prepaid programs – one of our most-seasoned prepaid experts, Susan Trammel. ***Note:*** *Please see our response to* ***Section IV.H.2*** *in our* ***Technical Response*** *for more in-depth information regarding our assigned Relationship Manager for the State.*				
8.8	The bidder must detail the primary and backup ARU to be utilized for the scope of work of this RFP.				
Res.	**Fully Redundant Call Centers and IVRs** U.S. Bank operates dual, in-house call centers in Jacksonville, FL and Beaumont, TX; giving us the ability to allocate IVR and live agent surge volume to either location in case of emergency.				
8.9	The bidder shall detail the ability of the State programs to participate and provide input in creating the script for the ARU responses relating to the participating state programs at program implementation. The bidder shall detail how often the ARU script is updated, what notification the State programs will receive regarding the changes, and any input/approval the Program Leads will have regarding changes made to scripts that affect State programs.	X		X	
Res.	**State Can Participate As Needed** U.S. Bank is open to allowing the State to participate in any necessary IVR updates and scripting, but since our IVR scripting has been developed and managed by seasoned call center experts, we don't believe it will require much updating. IVR scripting and functionality are designed to be simple, fast and user-friendly. As such, all of our IVR processes currently meet those criteria.				

Technical Requirement 9 - Account Maintenance and Closure

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
9.1	The bidder shall describe the cardholder account maintenance and closure process options available to programs. The description shall detail a process that: 1) Provides options to programs on handling account closure requests; and 2) Whether the bidder's policy provides for	X		X	

	charges or fees based on the level of cardholder account activity.				
Res.	**Rightfully Claimed Funds are Cardholder-Owned** U.S. Bank looks forward to discussing this component in more detail with the State. As it stands, U.S. Bank's legal team, and the majority of the banking industry, defines the funds rightfully qualified for and gained through government disbursement programs as rightfully owned by the cardholder. In those regards and in compliance with state and federal regulations, U.S. Bank cannot deactivate a card without permission from the cardholder, or a subpoena from the State. In those cases, U.S. Bank can accommodate a card deactivation within ONE (1) business day of notification from either the State or the cardholder. In cases of funding errors or fraudulent claims, U.S. Bank can assist the state in reversing the funding transactions, or instigating industry-standard fraud investigations to determine the issue. These are all standard processes in our prepaid card programs.				
9.2	State programs require that each cardholder account remain available for load until the program that requested creation of that cardholder account advises that it no longer intends to make loads to that cardholder account.	X		X	
Res.	**U.S. Bank Abides by All State and Federal Laws** Acknowledged. As long as this process does not violate state and federal laws, like escheatment laws, U.S. Bank can accommodate the State's request.				
9.3	The bidder shall detail how it will satisfy the State of Nebraska escheatment laws (Unclaimed Property laws) relating to accounts closed due to inactivity. The bidder must detail the notification process that occurs prior to remitting funds to a State. The bidder shall include sample language.	X		X	
Res.	**U.S. Bank Manages ALL Escheatment of Funds** Acknowledged. In the event that funds on the card ever go unused, U.S. Bank policy must abide by the escheatment laws of the state or commonwealth of last known residence of the cardholder. The aging (inactivity or "unclaimed") escheatment requirement for most states is three (3) years, but can be as short as two (2) years, or as long as five (5) years in some states. Any prepaid card account that reaches the age of escheatment will be loaded to the U.S. Bank abandoned property database. Following the prescribed waiting period, U.S. Bank automatically escheats back to the state or commonwealth, all unclaimed funds from an inactive account. The state or commonwealth will not be responsible for escheatment compliance on deposits to any cards.				

Prepaid Escheatment – How It Works	
Step 1	Any prepaid card account that reaches the age of escheatment will be loaded to the U.S. Bank abandoned property database. This information is available to the State.
Step 2	When this occurs, an escheatment notice is generated and mailed to the last known address of the card account owner.
Step 3	If the customer responds, the account balance will not be escheated to the state or commonwealth, and the account owner will typically take

			immediate steps to remove their funds from the account.	
		Step 4	If the customer does not respond to the escheatment notice, the account balance will be reported to that state's Unclaimed Property Division.	

Technical Requirement 10 - Cardholder Statements and Cardholder Web Based Statement Reporting

Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
10.1	The bidder shall detail its secure cardholder web site that can be used to obtain online statements of detailed financial transactions posted to the account. The bidder shall detail the security features used to authenticate online cardholder users.	X		X	

Res.

24x7x365 Cardholder Website Access

Acknowledged. All cardholders receive UNLIMITED access to the specific program website to manage their account at any time. Some of the online website functionality includes:

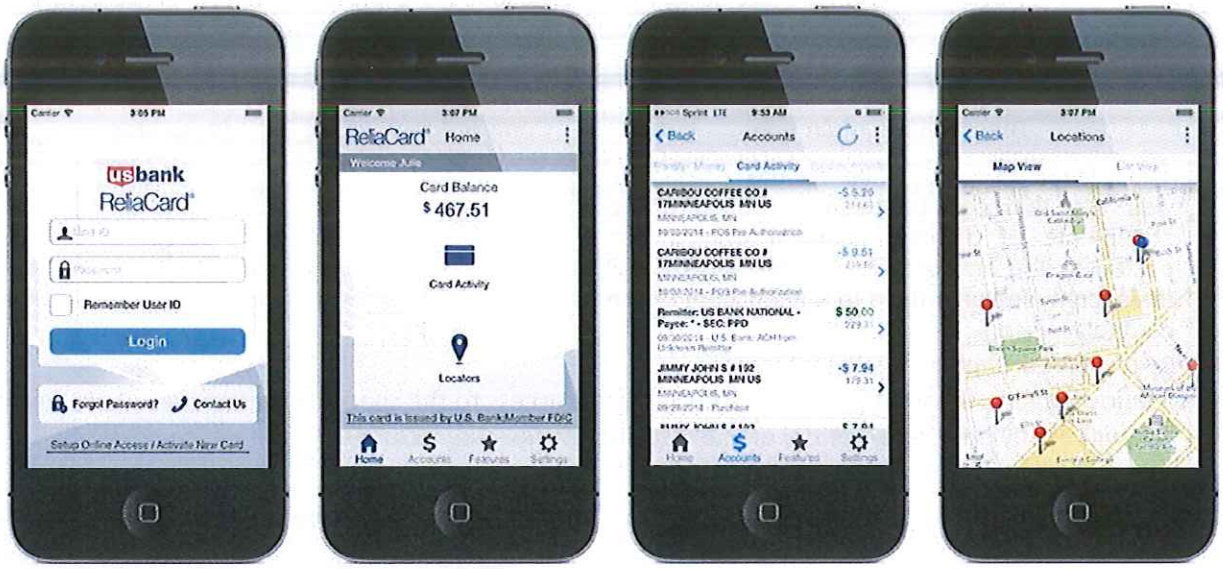
- How to Use
- Fee Disclosure
- Balance Inquiries
- Transaction History
- Activation
- PIN Selection and PIN Change
- Profile Management
- Monthly Statement
- Bill Pay
- Email & Text Alerts Registration
- ATM Locator
- Disputes
- FAQ
- Cardholder Agreement

ReliaCard® Cardholder Website (SAMPLE)

COST FREE Prepaid Mobile Banking App

The U.S. Bank mobile banking app gives cardholders the ability to view transactions, check their balance, search for the nearest ATM location or sign up for text alerts from anywhere on their iPhone® or Android™ phone. U.S. Bank makes it easy for your recipients to manage their money on the go:

- Balance Inquiries
- Transaction History
- Text Alerts
- ATM Locator
- Single Login



SAMPLE Mobile App Screenshots – ReliaCard®

Cardholder Website Security

Our prepaid cardholder websites use two layers of website login security protocols to ensure secure access to cardholder information. Upon enrollment into the card program, each recipient provides authentication data U.S. Bank can use to provide secure access to our online and mobile tools:

Website Authentication Security	
Step 1: Enrollment	Cardholder provides authentication information at enrollment: SSN and DOB.
Step 2: First Authentication	Upon first access to web or mobile tool, the cardholder must pass SSN and DOB authentication. At this first authentication, the user is asked to setup two (2) security questions for future authentication. At this time, U.S. Bank's systems authenticates the device at use at the time for future login attempts.
Step 3: Ongoing Authentication on Multiple Devices	On future attempts using different devices, the website and mobile tools authenticate the user using the SSN, DOB and the security questions. Once passed, the system authenticates the user and the new device used (if any) for future security authentication.

10.2	The contractor shall provide a monthly statement to each cardholder by first class mail and online itemizing load amounts by program as well as a detailed account history for the month. The cardholder shall have the ability to opt out of either option. The bidder shall provide a sample statement.	X		X	
Res.	**U.S. Bank Prepaid uses Online Monthly Statements**				

	Acknowledged. All prepaid accounts receive immediate, online monthly statements via the program website. Through our mobile banking app, cardholders can also access "mini statements" that show standard statement data on a smaller scale and time period. If a cardholder prefers monthly, paper statements to be mailed, they must opt-in for paper statements via the program website. ***Note:*** *Please see* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution; and* ***Exhibit IV.D.1.iii.c – SAMPLE Marketing Materials*** *for a sample of a monthly statement.*				
10.3	Contractor account statements and online account access shall comply with all applicable state and federal laws, card association rules and regulations and banking regulations.	X		X	
Res.	**U.S. Bank Abides by All State and Federal Laws** Acknowledged.				
	Technical Requirement 11 – Marketing and Training				
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
11.1	The bidder shall submit sample brochures and marketing materials used in like programs.	X		X	
Res.	**Prepaid Card Educational Materials & Disclosures** Acknowledged. U.S. Bank Prepaid marketing specialists will work with the State on developing the necessary cardholder education materials. Like the existing AccelaPay DOC-Work Release program, U.S. Bank will send an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents – crafted to a fifth grade reading level: • Welcome Brochure • Card Carrier • Cardholder Agreement • U.S. Bank's Privacy Pledge Brochure ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *in our* ***Technical Response*** *for additional information regarding our prepaid card educational materials.*				
11.2	The bidder shall submit a proposed (or draft) Marketing/Public Relations Plan for evaluation which outlines the materials and a plan for the State programs to expand use of the cards.	X		X	

Res.	**COST FREE Comprehensive Marketing Support**
	U.S. Bank will provide, in collaboration with key State administrators, a **Comprehensive Marketing Plan** designed to encourage proper use of the prepaid card programs. We view cardholder marketing and manager training as two of the most important components of a successful prepaid debit card solution. In this area, U.S. Bank provides an unmatched level of marketing strategy support covering:
	• **Pre-Implementation**
	  ○ Initial Card Outreach Plan
	  ○ Initial Communication Strategy
	  ○ Customizable Marketing Materials
	• **Ongoing or Continual**				

	o Recipient Education Strategy o New Recipient Enrollment o Updating Marketing Materials **Customized Marketing Materials** In order to drive more prepaid card enrollments, U.S. Bank will provide continual, standard (logo added) marketing support and assistance to effectively "engage" the use of prepaid cards across your programs, using a variety of marketing tactics to achieve our goals: • **Electronic & Online Marketing** – Using online FAQs, presentations, training DVDs, videos, online web streaming and websites to keep the prepaid program in constant view of the recipient base. • **Print Marketing** – Using print or POS marketing like banners, brochures, signage, hardcopy FAQs, newsletters and inserts to help saturate the Focus message in the print space. Our ability to continually maintain promotional marketing throughout the lifetime of a program is a clear competitive advantage.				
11.3	The contractor shall work with state programs to develop enrollment forms, FAQ's sheets, program literature & marketing tools, and training information for program staff promoting the cards/answering cardholder inquiries. The contractor shall also include instructional material for state staff on the use of the online web based enrollment functionality. The materials must be written in both English and Spanish at a reading level no higher than the 7th grade. The bidder shall provide sample documents in English and any other languages currently in use. The State requires final approval of marketing materials mailed or used for state program cardholders. The participating State programs understand that the marketing materials may require additional approval by Visa or MasterCard depending on the card association branding.	X		X	
Res.	**Customized Marketing Materials** In order to drive more prepaid card enrollments, U.S. Bank will provide continual, standard (logo added) marketing support and assistance to effectively "engage" the use of prepaid cards across your programs, using a variety of marketing tactics to achieve our goals. ***Note:*** *Please see our response to* ***Section 11.3*** *above for additional information regarding our marketing material capabilities.* **Continual Prepaid Administrator Training** To help drive higher adoption rates and better efficiencies across all your programs, it is critical that the State and its administrators know the immediate details of your programs so they can become advocates. Our ongoing training protocols are ultimately developed pre-launch in collaboration with the State to ensure maximum benefit for your administrators. Ideally, U.S. Bank trains select State program				

	administrators or trainers to become the internal experts on the programs so they can then train other internal resources on the program as needed. However, if direct U.S. Bank training is needed for field personnel, we can work with the State on the appropriate training measures needed to accomplish that. ***Note:** Please see our response to **Section IV.H.4** in our **Technical Response** for additional information regarding our administrator training materials.* **Bilingual Marketing Materials** All marketing and educational materials are crafted as bilingual (English and Spanish) documents – written to a fifth grade reading level. **State Involved in Approvals Process** Acknowledged. Throughout implementation, the State will be deeply involved in the approval process for all program components. At that time, U.S. Bank will collaborate with the State to ensure all state and federal compliances are met.				
11.4	The contractor shall provide instructional materials to the cardholders. The materials must be written in both English and Spanish at a reading level no higher than the 7th grade unless specified at a lower reading level in the specific program technical requirements. The bidder shall submit sample materials used with other programs in English and any other languages available.	X		X	
Res.	**Bilingual Marketing Materials** All marketing and educational materials are crafted as bilingual (English and Spanish) documents – written to a fifth grade reading level. ***Note:** Please see **Exhibit IV.D.1.iii.c** for samples of our marketing materials.*				

Technical Requirement 12 – Testing, Implementation and Post Implementation					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
12.1	The bidder is required to detail the days/or periods of the calendar year it is shut down and not available for testing of new programs/additional programs or changes to existing programs.				
Res.	usbank Key Point **NO Technical Freeze Period for Program Builds** One of the greatest advantages to our new, in-house processing platform is our ability to have greater control and prioritization over technical matters and innovation. U.S. Bank is able to have NO freeze period for the implementation of new standard programs, or new custom program builds. In this fashion, we can setup a program at any point of the year – including the November-December holiday period, when most providers must abide by their processing partners' freeze periods. ***Note:** For complex programming and specialty IT work, our processing platform staff do utilize a Thanksgiving to New Year's freeze period.*				
12.2	The bidder shall provide a detailed description	X		X	

	of the conversion (existing programs) and implementation (new programs) process, including a detailed test plan and implementation schedule. Multiple State programs will be part of the conversion and implementation process. The bidder shall detail its ability to handle conversion and implementation of multiple programs at once or stagger conversions.				
Res.	**U.S. Bank Prepaid Already Implemented** Probably the largest advantage U.S. Bank holds is our incumbency with the State. We have all the prepaid solutions in place already. Furthermore, having purchased our own in-house prepaid processing platform and call center, we have or will soon be migrating all State programs to our upgrade client and cardholder website and processing platform. **6-Phase Implementation Methodology** Having implemented thousands of payroll card programs and 78 different state government programs, U.S. Bank has over the course of time and experience developed a systematic, proven implementation process that flexes to custom implementation scenarios. Our methodology features a complete collaboration with our clients and an unparalleled drive to carry the majority of the burden ourselves. To accomplish this, our implementation plan is divided into six sub-phases designed to individually tackle the specific components required for successful prepaid card program deployments. Our overriding goal during this process is to provide a seamless transition experience to the client. ***Note:*** *Please see our response to* ***Section IV.G*** *in our* ***Technical Response*** *for additional information regarding our comprehensive implementation process.*				
12.3	The bidder shall state the average lead time needed for implementation of this contract. Describe the critical factors that may impact the lead time. The State expects the contract resulting from this RFP to be completed in no fewer than 75 calendar days after the RFP award date. If a contract cannot be completed due to unresponsive terms, the State may elect to award to the next qualified bidder. The bidder shall describe the resources it shall make available to complete contracts in a timely basis in order that contract implementation will begin and be completed within 75 calendar days after the RFP award date.				
Res.	**U.S. Bank Prepaid Already Implemented** No implementation lead time is needed, since our programs are already implemented and operational. Probably the largest advantage U.S. Bank holds is our incumbency with the State. We have all the prepaid solutions in place already. Furthermore, having purchased our own in-house prepaid processing platform and call center, we are migrating the State programs to our upgraded program models. ***Note:*** *Please see our response to* ***Section IV.G*** *in our* ***Technical Response*** *for additional information regarding our comprehensive implementation process.*				
12.4	Describe the resources that the bidder will provide during conversion and implementation, including training (in person, over the phone, user manuals, or web based), technical support, or on-site visits/State program conversion or implementation meetings. The bidder shall detail staff it will assign as the				

	implementation/conversion team or manager. The bidder shall describe the process used to monitor the rollout and implementation/conversion process.				
Res.	**U.S. Bank Prepaid Already Implemented** No resources are needed, since our programs are already implemented and operational. Probably the largest advantage U.S. Bank holds is our incumbency with the State. We have all the prepaid solutions in place already. Furthermore, having purchased our own in-house prepaid processing platform and call center, we are migrating the State programs to our upgraded program models. ***Note:*** *Please see our response to* ***Section IV.G*** *in our* ***Technical Response*** *for additional information regarding our comprehensive implementation process.*				
12.5	The bidder must not propose any implementation or conversion costs.	X		X	
Res.	**Recommended U.S. Bank Prepaid Solutions Come at NO COST to the State** Acknowledged. For this RFP, all our prepaid solutions and processes as recommended by U.S. Bank, including our ReliaCard, AccelaPay, Focus Card and future PayCard products; will come at NO COST to the State. In the rare circumstance that the State would request a process solution outside of our recommended scope, U.S. Bank would reserve the right to analyze those measures and charge a custom development fee to the State and/or adjust cardholder fees to accommodate the State's request. ***Note:*** *Please see our separate* ***Pricing Response*** *and* ***Exhibit A14 – Form A.14*** *for additional information regarding our cardholder fee structures for each program.*				
12.6	The bidder shall describe the resources that the bidder will provide for post implementation or conversion, including services requested in the RFP scope of work, conference calls, technical support or on-site visits.	X		X	
Res.	**Existing Prepaid Leadership Team in Place** Acknowledged. Since U.S. Bank has provided prepaid solutions to the state since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future: ***Note:*** *Please see our response to* ***Section IV.H.1*** *in our* ***Technical Response*** *for additional information regarding our post-implementation support.*				
12.7	The bidder shall detail if it provides a newsletter covering industry issues, rules and regulations updates and how often it distributed/published.	X		X	
Res.	**Monthly Conference Calls** While U.S. Bank does not provide a newsletter or email to our clients covering industry updates and such, we do incorporate a monthly conference call with all prepaid clients to discuss ongoing program maintenance and monitoring. It's at this time, our Relationship Managers cover any and all industry issues, rules and regulations updates.				

12.8	The bidder shall describe any on-going training that will be made available as upgrades or system changes occur.	X		X	

Res. **Continual Prepaid Administrator Training**

To help drive higher adoption rates and better efficiencies across all your programs, it is critical that the State and its administrators know the immediate details of your programs so they can become advocates. Our ongoing training protocols are ultimately developed pre-launch in collaboration with the State to ensure maximum benefit for your administrators. Ideally, U.S. Bank trains select State program administrators or trainers to become the internal experts on the programs so they can then train other internal resources on the program as needed. However, if direct U.S. Bank training is needed for field personnel, we can work with the State on the appropriate training measures needed to accomplish that.

Note: *Please see our response to* ***Section IV.H.4*** *in our* ***Technical Response*** *for additional information regarding our ongoing training support.*

Technical Requirement 13 - System, Card and Account Enhancements					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
13.1	The bidder shall detail its ability to notify cardholders of loads to their cards electronically either by email or text message.	X		X	

Res. **Automated Text & Email Alerts**

As part of our multi-channel platform of customer service features, cardholders can enroll in automated alerts for a variety of notices via our cardholder website:

Automated Text & Email Alerts	
Alert Type	***Description***
Welcome	When the cardholder has successfully enrolled in Alerts.
Low Balance Alert	When the available balance on the card falls below a set minimum.
Load Alert	When funds are loaded to the card – includes the new available balance.
POS Pre-Authorization Alert	When each point-of-sale (POS) pre-authorization transaction is posted to the card account – includes the new available balance.
Purchase Decline Alert	When the card is declined – includes the new available balance and any applicable fees.
Purchase Alert	When a point-of-sale (POS) transaction is made – includes the new available balance.
Card Shipped	When the card has been shipped.

2-Way Text Alerts

Besides automated text and email alerts, cardholders can also use 2-way texts by texting a short code to receive a variety of updates:

2-Way Text Alerts

Exhibit A4 – Form A.4

Form A.4

Agency-Specific Technical Requirements
Department of Health & Human Services
Request for Proposal NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for Department of Health & Human Services.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Department of Health & Human Services portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Technical Requirement - DHHS					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Cardholder is responsible to notify contractor and DHHS of address change. DHHS and the contractor will not exchange computer files containing these types of updates. Can the contractor comply?	X		X	
Res.	**Flexible Demographic Change Processes** With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways: • ***Separately Controlled Changes (Current):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties. • ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank can process demographic information changes as they come in from the recipient and then update DHHS systems with a synchronization file each day. We recommend this process				

for a variety of reasons:

- ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
- ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
- ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.

Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***State Controlled Changes (Alternative):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.

usbank Key Point

Database Synchronization for Demographic Changes (If Necessary)
Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

1.2	Describe the level of detail the contractor may provide DHHS in response to queries by DHHS regarding debits to the cardholder's account as well as cancellations and other card-related actions taken by the contractor.	X		X	

Res.

Comprehensive Prepaid Administrative Website

To provide detail to DHHS inquiries, U.S. Bank's ReliaCard program includes a secure, online portal for State administrators to monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-

time (through the end of the previous day).

- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- **12-Month Data View:** All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

ReliaCard Actions and Status Descriptions

Throughout its lifetime a ReliaCard will have advance through a variety of statuses and may have a variety of actions brought against it depending on the status:

ReliaCard Actions and Status Codes		
Card Status	***Description***	***Details***
Active (AC)	Funds can be loaded to the card and funds can be removed from the card.	
InActive (IA)	A card is placed into an IA status when it has been replaced.	• Card cannot be used to make purchases. • Card can receive loads. • Card can receive credits (for example, for an item that has been returned to a store). • Card can be replaced (i.e. a new card can be issued, which will link to the original card).
PreActive (PA)	A card is in a PA status when it is initial created and before it has been validated by the cardholder.	• Funds may be loaded on the card (depends on if card is registered), but cannot be removed until the card is validated by the cardholder.
DeActivated (DE)	A card is in a DE status by our various card sweeping tools, IT, After 30 days of being in a status of failed CIP.	• Card cannot be used to make purchases. • Card cannot receive loads. • Card cannot receive credits (for example, for an item that has been returned to a store). • Card cannot be replaced (i.e. a new card can

			be issued, which will link to the original card). • Card is, effectively, DEAD.
	Replaced (RP)	A card is placed into a RP status when it is replaced with personalized card.	• Card cannot be used to make purchases. • Card can receive loads. • Card can receive credits (for example, for an item that has been returned to a store). • Card can be replaced (i.e. a new card can be issued, which will link to the original card).
	Expired (EX)	Cards are typically placed into an EX status 6 months after the expiration date and if there is not any money on the card.	• May be able to use depends on merchant our system does not reject. • Some U.S. Bank transactions allow loads.
	Reissued (RI)	A card is placed in a RI status when an Instant Issue cards are linked.	• Card cannot be used to make purchases. • Card can receive loads. • Card can receive credits (for example, for an item that has been returned to a store). • Card can be replaced (i.e. a new card can be issued, which will link to the original card).

Dedicated Relationship Manager Available for ALL Needs

To foster an ever-growing partnership, your dedicated Relationship Manager, in concert with our prepaid technical support team, is always at your disposal for custom reporting requests and finding the information you need to manage your program. Our goal is to transfer any program management burdens away from the State and onto U.S. Bank.

1.3	The Middle Class Tax Relief and Job Creation Act of 2012 (P.L. 112-96) enacted on February 22, 2012 requires states receiving Federal TANF funds "to prevent assistance provided under the State program funded under this part from being used in any electronic benefit transaction in any liquor store; any casino, gambling casino or gaming establishment; or any retail establishment which provides adult-oriented entertainment in which performers disrobe or perform in an unclothed state for entertainment." The bidder shall describe actions it will undertake upon approval by DHHS to assist DHHS to comply with this law. These actions may include blocking the EPC's BIN at certain types of merchants and/or ATMs, producing and mailing notices to EPC cardholders and other actions.	X		X	
Res.	**Merchant Category Code (MCC) Restrictions Available** In order to comply with the Middle Class Tax Relief and Job Creation Act of 2012 (P.L. 112-96), U.S. Bank can block general MCC codes associated with alcohol, gambling and adult entertainment for the ReliaCard program – just as we currently do for the Nebraska Department of Health & Human Services:				

Potential MCC Restrictions	
MCC	***Description***
7995	Internet Gambling

		3728	Bally's Hotel & Casino			
		3729	John Ascuaga's Nugget			
		3730	MGM Grand Hotel			
		3731	Harrah's Hotels & Casino			
		3736	Colorado Belle/Edgewater Resort			
		3737	Riviera Hotel & Casino			
		3738	Tropicana Resort & Casino			
		5813	Bars & Lounges			
		5921	Package Stores – Beer, Wine & Liquor			
		7995	Betting (including lottery tickets, casino gaming, chips, off-track betting and wagers.			
	Note: *Cardholders may still be able to make alcohol or adult entertainment-related purchases at retailers or other merchants that do not fall under these MCCs (e.g. Wal-Mart, grocery stores, convenience stores, etc.). The ReliaCard program is dependent on the MCC restriction potential of the Visa and MasterCard network associations.*					
	When it comes to MCC usage, U.S. Bank can collaborate with the State and work towards a solution that meets your needs, while still maintaining compliance with all state and federal laws.					
1.4	The bidder must reference Exhibit 3 and detail its ability or inability to accept these file formats.	X		X		
Res.	**Compliant File Formats** As the incumbent prepaid card vendor for the Nebraska Department of Health & Human Services, U.S. Bank's file formats are already compliant to the file formats presented in ***Exhibit 3***.					

2-Way Text Type	Text Codes	Description
Balance Alert	Text **BAL** to **90831**	Up-to-the-minute balance information.
Recent Transactions	Text **TRANS** to **90831**	Most recent card transactions.
Direct Deposit Routing & Account Numbers	Text **DD** to **90831**	Direct Deposit bank routing and account numbers.
Savings Account Balance	Text **SAVE** to **90831**	Savings account balance.
Customer Service Number	Text **HELP** to **90831**	Customer Service Phone Number.

Note: *Not all text and email alerts are available for all prepaid products.*

13.2	The bidder shall detail its ability to answer text message inquiries from cardholders seeking their current balance.	X		X	
Res.	**2-Way Text Alerts** Besides automated text and email alerts, cardholders can also use 2-way texts by texting a short code to receive a variety of updates – including balance inquiries. ***Note:*** *Please see our response to* ***Section 13.1*** *above for additional information regarding our text alert features.*				
13.3	The bidder shall detail its ability to issue cards that allow cardholders to complete mobile payments.	X		X	
Res.	**U.S. Bank Prepaid can be Used for Mobile Payments** All prepaid cards can be used to make payments on mobile devices just like standard debit cards can.				
13.4	The bidder shall detail its ability to send cardholders an email, text message or phone message when the electronic statement is accessible on the website.	X		X	
Res.	**Text Alerts and 2-Way Text Features** As part of our multi-channel platform of customer service features, cardholders can enroll in automated alerts and 2-way text functions for a variety of notices via our cardholder website. ***Note:*** *Please see our response to* ***Section 13.1*** *above for additional information regarding our text alert features.*				
13.5	The bidder should detail its ability to send cardholders an email, text message or phone message or paper notice to communicate information to cardholders. Sample information or notifications the State programs are interested in include: A transaction on your card has exceeded an established limit (this applies to the bank preset limits). A transaction on your card caused you to	X		X	

	exceed an established limit on the number of transactions within a timeframe (this applies to the bank preset limits). A payment has been loaded to your card and is now You have overdrawn your card and are being assessed an overdraft fee. You are nearing the timeframe you will be assessed an inactivity fee. You may wish to utilize your card in order to avoid the fee. We do not have a current address for you. Your recent statement was returned as non-deliverable. Please contact CSE/NCSPC (program name) or the contractor with your new demographic information. The reissued card sent to you has not yet been activated; please call the customer service number on the back of the new card to confirm receipt of the card and to have it activated. The bidder shall detail all other notifications or information that can be relayed to the cardholder.				
Res.	**Multi-Channel Alerts Available** To assist cardholders in staying informed about all aspects of their card and account, U.S. Bank uses all our customer service channels available to keep the cardholder informed, including: mailed program update disclosures, text and email alerts for account activity and notices posted on the cardholder website. usbank Key Point **Enhanced Alerts – COMING SOON!!!** As part of our product development strategy, U.S. Bank has road-mapped the design of enhanced email and text alert features includes adding new cardholder alerts to help cardholders manage their cards and activity better, including, but not limited to: additional transactional alerts, inactivity notifications, demographic maintenance alerts, etc. ***Note:*** *Please see our response to* ***Section IV.D.1.ix.a*** *in our* ***Technical Response*** *for more in-depth information regarding our 24x7x365, multi-channel customer service platform.*				
13.6	The bidder shall detail if it has the ability to alert cardholders of transaction and dollar activity over preset limits selected by the cardholder. The bidder shall detail notification methods available. The bidder shall detail in the fee schedule any cost the cardholder would incur for utilizing these services.		X	X	
Res.	**Custom Preset Limits Requires a Custom Build** Currently, our prepaid products do have customizable preset limits and alerts. Adding that functionality would require a significant investment in customization.				
13.7	Bidder shall detail the cardholder's ability to transfer funds between participating individual State program cards/accounts.	X		X	
Res.	**Card-to-Card and Card-to-Account Options Available** Cardholders have a variety of funds transfer capabilities with their prepaid cards, including:				

- **Card-to-Card Transfer** – Cardholders can transfer funds between one like card to another like card (i.e. ReliaCard to ReliaCard, Focus to Focus, etc.).
- **Card-to-Prepaid Savings Account** – Cardholders can transfer funds from their card to their tied prepaid savings account.
  - Note: Use of the prepaid savings account tied to the card is completely optional for the cardholder.
- **Card-to-Account** – Cardholders can perform card to account funds transfer from their card to an individual account via the ReliaCard website. There is a $2.00 per transfer fee.

Note: *Due to card program differences, some proposed card products may not have all of these features available. Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution.*

Technical Requirement 14 - Other					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
14.1	The bidder shall detail any instance when it has been fined by any card association for a violation of rules or regulations not caused by a card program or card client.				
Res.	**No Fines Assessed** At this point in time, U.S. Bank has no knowledge of ever being fined by any card association for a violation of rules or regulations not caused by a card program or card client.				
14.2	The bidder shall describe its contract management change procedures to be in effect throughout the term of the contract. The contractor must maintain a mechanism to track requested changes by source/reason and any modifications made to its system during the life of the contract. Change management procedures shall include proper testing of all changes prior to being introduced into the production environment and provision of documentation of such upon request. The contractor shall, within ten (10) business days of the date of the receipt of the change order, notify the program whether any such change can be completed and if a charge will be required for the change order. The State may then withdraw the change order, authorize work under the change order, or promptly negotiate a contract amendment if necessary.				
Res.	**All Program Changes Documented** Acknowledged. All changes in program dynamics are maintained in our Implementation Plan document, while all changes to program terms are documented in our contractual agreement with the State.				
14.3	The State may award supplemental contracts for work related to this RFP or any portion thereof. If such arrangements occur, the selected contractor shall agree to cooperate with such other contractors, and shall not permit any act which may interfere with the performance of work by any other contractor.		X	X	
Res.	**If Awarded, U.S. Bank Prefers Exclusivity** If awarded the State prepaid business, U.S. Bank prefers to operate within exclusivity parameters as it pertains to the "work related to this RFP or any portion thereof." Just as the State may find issue with U.S. Bank transitioning our responsibilities to this contract to another bank without the State's notice, We too would like to exercise some form of exclusivity when it pertains to the "work related to this RFP or any portion thereof." U.S. Bank finds no issue with the State awarding additional contracts to similar projects outside the scope of the "work related to this RFP or any portion thereof."				

14.4	The contractor shall ensure that fees charged for services under the contract are in compliance with applicable laws, regulations and standards.	X		X	
Res.	**U.S. Bank Prepaid Abides by All State and Federal Laws** U.S. Bank uses dedicated compliance and legal teams within prepaid to ensure all aspects of our programs fall within all state and federal laws.				
14.5	The bidder shall describe in detail its plans and procedures for the transition to the subsequent contractor. The description should include the status of active and inactive accounts, status of funding accounts, and the process of transitioning all active and inactive cardholder data to the new contractor, and the timeframe and methodology of the disposal of account information.				
Res.	**U.S. Bank Partnership** Acknowledged. U.S. Bank will continue to be a professional partner throughout the duration of the contract and even after, during a period of transition. This relationship extends to all aspects of a transition from U.S. Bank to an incoming contractor.				
14.6	The bidder shall detail its methods and timeliness for notification of Visa or MasterCard changes affecting cardholders.				
Res.	**Cardholder Policy Change Communication – 21 days** Acknowledged. U.S. Bank communicates policy changes falling under Regulation E requirements to the cardholder within a minimum of 21 days. All change notices will be communicated in writing via letters to the cardholders. Additionally, verbiage and content regarding the change may also be provided on the prepaid program website, automated IVR and to live customer service to ensure full communication of the change.				
14.7	The State requires the contractor to host and participate in monthly calls with the State to handle issues, questions and expected changes that may impact the programs. Individual program calls shall be more frequent during conversion and implementation, and changes to existing set ups. The calls will include all state programs participating in the contract awarded thru this RFP. Bidder's staff with knowledge of program services requested in this RFP shall participate in the calls and be able to answer and respond to questions and issues addressed during these calls. Detailed agendas and summaries of the call shall be provided to the State programs by the contractor. Call frequency may be changed at the discretion of the State programs.	X		X	
Res.	**Monthly Conference Calls** Acknowledged. While U.S. Bank does not provide a newsletter or email to our clients covering industry updates and such, we do incorporate a monthly conference call with all prepaid clients to discuss ongoing program maintenance and monitoring. It's at this time, our Relationship Managers cover any and all industry issues, rules and regulations updates.				
14.8	If the contractor uses the cardholder's Social Security Number (SSN) as a means of identity verification at its customer service website or	X		X	

	call center or for other purposes, bidders should be aware that it is possible that the state programs may stop allowing the use of the full SSN as an identity verification item during the life of this contract. The State is interested in knowing if the bidder is able to accommodate only a portion (last four to six digits of the SSN), or some other items(s) of personal information only the cardholder would know, as a means of identity verification instead of the complete SSN for this purpose.				
Res.	**Last Four Digits of SSN** Acknowledged. Currently, our customer service features and functions, including live agent customer service, only ask for last four digits of their social security number for authentication. As such, SSN information viewed by human users (including live customer service agents) is masked to only show the last four digits of their social security number.				

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Exhibit A3 – Form A.3

Form A.3

Agency-Specific Technical Requirements
Nebraska Child Support Payment Center
Request for Proposal NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NCSPC.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Child Support Payment Center portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Technical Requirement - NCSPC					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Once the cardholder activates their card, will the contractor be able to send an acceptance file to the NCSPC?	X		X	
Res.	**Card Activation Reporting via the Administrative Website** U.S. Bank's ReliaCard program provides a secure, online portal for State administrators to monitor and manage their prepaid campaigns. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible – including a Card Activity Report that shows pertinent card activity like activations.				
1.2	The NCSPC sends an outgoing demographic file to the contractor to update address changes received by CSE or the NCSPC. The NCSPC requires that the contractor will supply an incoming demographic file to update CSE and the NCSPC of any demographic changes received by the contractor from the CP. Can the contractor comply?	X		X	

Res.	**Flexible Demographic Change Processes**
	With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways:
	• ***U.S. Bank Controlled Changes (Current):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons:
	  o ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
	  o ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
	  o ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.
	Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.
	• ***State Controlled Changes (Alternative):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
	• ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.
	usbank Key Point
	Database Synchronization for Demographic Changes (If Necessary)
	Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.				

1.3	The contractor will detail the process to have money pulled from the cardholder's card, in the event of an overpayment, provided funds are available and without putting the cardholder into a negative balance.	X		X	

Res.	**Reversals through NACHA Guidelines** In the event of a funding error, State program administrators will have the ability to follow standard ACH reversal procedures in accordance with NACHA guidelines. If needed, U.S. Bank can also assist by processing real-time credit reversals during normal business hours.				
1.4	The NCSPC requires that the cardholder can sign up for email, and/or cellular phone test notifications upon receipt of a payment. And would like to have the ability to add and edit the script that is sent to cardholders when they receive a payment. Can the contractor comply?	X		X	

Res.

COST FREE Email & Text Alerts

The email and text alert features on the ReliaCard allow State cardholders to monitor their account anytime, anywhere. This feature is completely optional for cardholders, but provides a wealth of access to COST FREE information:

- ***Welcome Notification:*** Cardholder receives a welcome message when the cardholder has successfully enrolled in Alerts.
- ***Low Balance Alert:*** Cardholder receives an alert when the cardholder's available balance on the card falls below a set minimum.
- ***Load Alert:*** Cardholder receives an alert when funds are loaded to the card – includes the cardholder's new available balance.
- ***POS Pre-Authorization Alert:*** Cardholder receives an alert when each point-of-sale (POS) pre-authorization transaction is posted to the cardholder's card account – includes their new available balance.
- ***Purchase Decline Alert:*** Cardholder receives an alert when the cardholder's card is declined – includes their new available balance and any applicable fees.
- ***Purchase Alert:*** Cardholder receives an alert when the cardholder makes a point-of-sale (POS) transaction – includes their new available balance.
- ***Card Shipped:*** Cardholder receives an alert when your card has been shipped.

Our alerts feature provides State cardholders tremendous value in not avoiding fees, but also in proactive fraud control. By monitoring their account more closely, cardholders can get a jump on potential fraudulent transactions happening on their account.

2-Way Text Alerts

Besides automated text and email alerts, the ReliaCard program also employs 2-way text communications by enabling short codes to each account to retrieve valuable information in real-time:

Type	Instructions	Result
Balance Alert	Text BAL to 90831	Up-to-the-minute balance information on their card account.
Recent Transactions	Text TRANS to 90831	Most recent card transactions.
Savings Account Balance*	Text SAVE to 90831	Up-to-the-minute balance information on their prepaid savings account tied to their card account.

Customer Service Number	Text HELP to 90831	The ReliaCard customer service phone number.	
***Note:** Only if the prepaid savings account feature is offered on this program.*			

Like our automated alerts, our 2-Way Text feature gives the cardholder totally FREE access to their account information in real-time via their smartphone. This is one more tool for cardholders to monitor their account for potential fraud.

Enhanced Alerts – COMING SOON!!!

As part of our product development strategy, U.S. Bank has road-mapped the design of enhanced email and text alert features includes adding new cardholder alerts to help cardholders manage their cards and activity better, including, but not limited to: additional transactional alerts, inactivity notifications, demographic maintenance alerts, etc.

Customized Alert Messages Require Development

U.S. Bank can develop new alert functionality and custom content for the Nebraska Child Support Payment Center. However, since this is not a standard feature, it would require development and added cost. Currently all additional design and development would come at a cost of $180/hour.

1.5	Can the bidder comply to accept the file formats that are documented on Exhibit 2?	X		X	
Res.	**Compliant File Formats** As the incumbent prepaid card vendor for the Nebraska Child Support Payment Center, U.S. Bank's file formats are already compliant to the file formats presented in Exhibit 2.				

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Exhibit A5 – Form A.5

Form A.5

Agency-Specific Technical Requirements
NE Unemployment Insurance
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for Nebraska Unemployment Insurance.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Unemployment Insurance portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Technical Requirement - Nebraska Unemployment Insurance					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Debit card enrollment is to be confirmed in an electronic file to DOL upon the contractor's receipt of the file sent by DOL. Can the contractor comply?	X		X	
Res.	**Confirmation Reports Provided** Acknowledged. Since the State initiates funding and enrollment, U.S. Bank utilizes a variety of confirmation reports for both funding files and enrollment files: • ***Instant Confirmation File (Batch Enrollment Files):*** All data provided will be echoed back in the same format and placed on the SFTP for the State to pick up. Each line item within the file will have a confirmation or failure message appended to the line item so as to provide the State with absolute confirmation of what transpired on the processing platform. Administrative changes such as updates to registration data, card status, and additional loads processed through the batch file are managed with the same confirmation file process as the initial files.				

	• ***Confirmation Reports from SinglePoint (Funding Files – U.S. Bank is the ODFI):*** If U.S. Bank is the originating depository financial institution (ODFI) for the State, we will setup reporting from our SinglePoint system – used for processing ACH requests – to supply confirmation of funding files. • ***Manual Prepaid Confirmation Reports (Funding Files – U.S. Bank is NOT the ODFI):*** If U.S. Bank is NOT the originating depository financial institution (ODFI) for the State, we will process manual reports from our reporting system to confirm the receipt of funding files. As part of providing this reporting, we would request that the State provide U.S. Bank with a daily card load schedule, so we are able to promptly assess the data and produce the report as quickly as possible for the State's benefit.				
1.2	Contractor will detail the process if an enrollment file is rejected.	X		X	
Res.	**Current Error/Rejection Reporting – Batch File & Data Transmission** To cover our variable enrollment file transfer protocols, we have simplified the error/rejection process for our client program administrators: • ***Batch File Transmission*** – For a batch file enrollment, a success/error log populates on the administrator site. State administrators can then pull up the error to identify the issue, make a correction and submit only that enrollment. • ***Data Transmission*** – State administrators will receive an error file as part of their outputs from U.S. Bank. The error file contains the reason for the error. State administrators can then make the correction and resubmit that enrollment.				
1.3	Cardholder must provide address changes directly to the contractor and DOL. DOL will not send address updates to the contractor and DOL does not request address changes from the contractor. Can the contractor comply?	X		X	

Res.	**Flexible Demographic Change Processes**
	With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways:
	• ***Separately Controlled Changes (Current):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.
	• ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank can process demographic information changes as they come in from the recipient and then update DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons:
	  o ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
	  o ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
	  o ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either				

	unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance. Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity. • ***State Controlled Changes (Alternative):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality. usbank Key Point **Database Synchronization for Demographic Changes (If Necessary)** Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.				
1.4	The bidder must reference Exhibit 4 and detail its ability or inability to accept these file formats.	X		X	
Res.	**Compliant File Formats** As the incumbent prepaid card vendor for the Nebraska DOL, U.S. Bank's file formats are already compliant to the file formats presented in ***Exhibit 4***.				

Exhibit A6 – Form A.6

Form A.6

Agency-Specific Requirements
University of Nebraska – Stipends
Request for Proposal NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for University of Nebraska - Stipends.

U.S. Bank Focus Card™ – A COST FREE Solution to Manage Daily Expenses

For the University stipend portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. The Focus Card is a simple and cost-effective way for campus administrators to effectively control and manage everyday business, travel expenses and stipends. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Title IV & Federal Work-Study Note: *U.S. Bank's prepaid legal team understands that Federal Work-Study funds are Title IV funds and, consequently, the disbursement of those funds are subject to the same protections as other Title IV funds. Since the management and disbursement of Title IV funds is governed by a differing set of regulations than payroll funds, our legal team has determined that our new Focus Card – DOES NOT fall within Title IV compliance, unless U.S. Bank operates an ATM on each campus. With that being said, the Focus Card can be used to disburse strictly payroll and stipend funds to cardholders.*

Technical Requirement – University of Nebraska - Stipends					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Can the contractor allow the University both options, to upload new account information and to go on the contractor website to enter the new account information?	X		X	
Res.	**Comprehensive Prepaid Administrative Website** Yes. U.S. Bank's Focus Card program provides a secure, online portal for State administrators to both upload new account information via spreadsheet or to enroll employees one at a time. Reporting is available the agency to monitor and manage their prepaid campaigns. **U.S. Bank Prepaid Administrative Website**				

Administrator Functionality	Standard Reporting
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

1.2	Does the contractor have a limit to how many transactions can be uploaded to a single cardholder in a month period?	X		X	

Res.

Virtually UNLIMITED Load Capacity

U.S. Bank prepaid cards have a virtually unlimited load capacity and can be configured to meet the State's needs. However, in order to combat fraud and mitigate the potential for internal error, U.S. Banks best practice is the following daily load limit maximums per prepaid account:

- Load Transactions = 10 per day
- Total Load Transaction Value = $20,000
- Maximum Value on the Card = $40,000

1.3	Does the contractor allow a charge back to the cardholder?	X		X	

Res.

Cardholder Fees Do Apply

Cardholders are charged for a limited amount of fees.

Note: *For more information regarding the Focus cardholder fee structure, please see* ***Form A.14 – Cardholder Fee Schedule.***

1.4	What is the dollar limit that the cardholder can with draw at one time?	X		X	

Res.

Variable Withdrawal and Usage Limits to Prevent Fraud

Although we can configure unlimited transactional limits, U.S. Bank does recommend using limits to mitigate potential fraud. U.S. Bank has the ability to set up each program with different transaction parameters – each configurable by the State. These parameters are in place to establish a reasonable balance between the needs of our cardholders and a safeguard in the event the card is stolen and used fraudulently. Our standard default parameters are set as follows:

Focus Card Transaction Limits		
Card Transaction Limits	***Count***	***Amount***
Maximum Card Balance	N/A	$40,000
Purchases (includes cash back)	20 per day	$4,000 per transaction
Cash Loads (Focus Card Only)	3 per day	$950 per day
Teller Cash Withdrawal	5 per day	$2,525 per day
ATM Withdrawal	5 per day	$1,525 per day
Loads or Deposits	10 per day	$20,000 per day
Signature-based POS returns	4 per day	N/A

Pending ACH Credits	5 per day	$5,000 per day		
ACH Loads	5 per day	$20,000 per day		

1.5	Student athletes are responsible for updating their card information. No exchange of demographic data is necessary. Can the contractor comply?	X		X	

Res.

Flexible Demographic Change Processes

With over 79 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. If the State allows, we can allow the Cardholder to update select demographic info on the cardholder website [address, phones, email, but NOT SSN or name]. As far as other continual demographic or account information changes, we can process them in a variety of ways:

- ***U.S. Bank Controlled Changes (Current):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates State systems with a synchronization file each day. We recommend this process for a variety of reasons:
  - ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
  - ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
  - ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.

  Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***State Controlled Changes (Alternative):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality. From the State's side, they can then simply update the cardholder's demographic information via the ReliaCard Administrative Website.

- ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.

usbank Key Point

Database Synchronization for Demographic Changes (If Necessary)

Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder

		requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

Exhibit A7 – Form A.7

Form A.7

Agency-Specific Technical Requirements
NE Department of Correctional Services - Community Center
Request for Proposal NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NE Department of Correctional Services.

Élan PayCard – A Paperless Payment Method for DOC

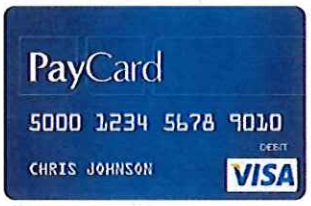
For the DOC-Work Release portion to this RFP, U.S. Bank plans to use our existing AccelaPay® card – the same prepaid solution currently deployed for the State and this application – until our NEW Élan PayCard solution is developed. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. Once that product is created, we will migrate the DOC-Work Release program to that product as well. The New Élan PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.

Current – 2015

AccelaPay DOC Applications

- Work Release (reloadable)

2015 – Future



PayCard DOC Applications

- Work Release (reloadable)
- Inmate Release (non-reloadable)

For purposes of RFP presentation for this section, U.S. Bank has chosen to highlight the NEW Élan PayCard solution on FSV, rather than the existing AccelaPay solution. We believe it offers a better mix of features and functionality than our sunset AccelaPay product.

Technical Requirement – NE Department of Correctional Services					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	NDCS has circumstances where an emergency load of funds occurs, explain how this process would happen? How quickly can the money be loaded to a card?	X		X	
Res.	**PayCards are Loaded Onsite and in Real-Time** PayCards are funded onsite and in real-time using our online administrative website. PayCard users				

	simply need to activate their card to have immediate access to the funds.				
1.2	Explain the process that NDCS will use for loading amounts on the cards and when the funds are available?	X		X	

Res.

PayCards are Instantly Issued and Funded Onsite

For the DOC-Work Release program, the PayCard will be reloadable. Below, we have outlined the Instant issue PayCard process:

PayCard Instant Issue Process	
Step 1: Continual Card Inventory	Each State location will be stocked with instant issue branded cards for distribution to released inmates. Card inventory will be automatically updated and replenished when needed.
Step 2: Card Funding	At the time of issuance, State administrators will fund the card using our user-friendly, secure administrative website.
Step 3 Instant Issue	The fully funded card packet is handed to the recipient upon release. The card packet includes important card usage information such as immediate card activation instructions, fee schedules, usage tips, etc.
Step 4 Card Activation	Once the card has been issued, Inmates can call the IVR system to activate the card and the card can be utilized immediately.

After issuance, the DOC can reload cards via standard ACH – just like standard direct deposit.

1.3	NDCS requires certain staff to be able to access online, real time transaction information on the cards issued under this program. Information must include: vendor, transaction amount, and date of transaction. Can the contractor comply?	X		X	

Res.

Comprehensive Prepaid Administrative Website

Our PayCard program provides a secure, online portal for State administrators to register recipients, monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- **12-Month Data View:** All data is shown for the last twelve months. Data older than 12-

months is archived in the system and can be viewed via your assigned Relationship Manager.

- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

1.4	The contractor must provide a method for NDCS staff and inmates to obtain the balance on the card. Can the contractor comply?	X		X	

Res.

24x7x365 Multi-Channel Customer Service

Our card instructional materials will clearly inform cardholders on how to get answers to questions and how to resolve any issues they may encounter – like checking on their card balance. All card materials will also be provided in both English and Spanish, and will be written at an appropriate comprehension level to ensure maximum understanding.

State PayCard users will have a variety of ways to query their transaction activity and balance information:

- **FREE & UNLIMITED PayCard Website Access** – Provides FREE detailed account information including transactions and current balance.
- **FREE & UNLIMITED IVR Access** – For FREE transaction and balance information as well as PIN changes/resets.
- **FREE & UNLIMITED Live Agent Customer Service** – Provided by live, English and Spanish-speaking customer service representatives.
- **UNLIMITED ATM Balance Inquiries** – Available at any Visa/PLUS ATM. Over 487,000 U.S. locations and 2.1 million worldwide.

1.5	NDCS has restrictions for the inmate cards can the contractor comply with the following limitations? • One (1) ATM withdrawal per day not to exceed $40 • Five (5) PIN Based Point of Sale (POS) transactions per day not to exceed $300 in total • Five (5) Signature Based POS transactions per day not to exceed $300 in total • No withdrawals of cash at a bank via a teller • No pay at the pump use	X		X	

	• No website access				
Res.	**Custom Built for the State** Since U.S. Bank is in the middle of a platform migration for all our products, we plan on building out a new PayCard product for use with DOCs on our new FSV platform. This gives us the possibility of building in the necessary program flexibility to accommodate the State's needs as listed above. During the planning stages, U.S. Bank will look to collaborate with the State on the necessary program elements for both the State and U.S. Bank and define a product solution that meets the full gamut of needs.				
1.6	Can certain Merchant Category Codes be blocked in order to restrict access to purchases by the inmates?	X		X	
Res.	**PayCard can Block MCCs** U.S. Bank and Elan prepaid cards can be modified to block general MCC codes associated with unsavory purchase behaviors (i.e. alcohol, tobacco, and on-line gambling.) However, while this tactic does prevent the vast majority of the behaviors from taking place, cardholders would still be able to make these purchases at other retailers/merchants that fall outside of these designated MCCs (i.e. Wal-Mart, grocery stores, etc.).				
1.7	Inmates are not always committed under their legal name or sometimes change their legal name while in prison. Can the contractor print the committed name and the legal name on the card?	X		X	
Res.	**Instant Issue Cards are NOT Personalized** PayCards are instantly funded and issued onsite to recipients. Therefore, PayCards cannot be personalized with either their committed or legal name. Nor do they necessarily need to be personalized. Like non-personalized gift cards, PayCards are as easily accepted at POS merchants for purchases. **DOC Best Practice = Instant Issue** While we do have a Shipped Cards model of card issuance, U.S. Bank does not recommend implementing it for the same reason why the recipients potentially have two names – uncertainty. If the recipients are using different names, than its likely their mailing address may carry the same uncertainty. If addresses are incorrect, then cards will be shipped improperly, never received and never activated. It's for this reason, rather than implement a process potentially fraught with delivery uncertainty, enormous costs and back-end processing, U.S. Bank recommends keeping the process simple. Instantly fund and issue cards onsite to recipients with non-personalized cards. Recipients get their funds. The State gets a clean process.				
1.8	NDCS Accounting staff will need the ability to place debit cards in a hold status, update SSN, update mailing address, and reset PIN lockout. Can the contractor comply?	X		X	
Res.	**Empower Administrators with Flexible Authorization Groups** With our Administrative Website, the State can empower their management staff to continually monitor program changes when needed. We have built in a secure, flexible authorization structure that gives your dynamic management team the resources they need to provide the appropriate level				

of support for their position:

- Front-Line Supervisors
- Management

Authorization Groups		
Role/Group	***Read Access***	***Write Access***
Role 1	• Program Information • Card Information • Standard Reports	N/A
Role 2.1 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Register & Order Cards • Access Adjustment Account • Manage Card Inventory
Role 2.2 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Register & Order Cards • Manage Card Inventory
Role 2.3 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Access Adjustment Account

Role 3
(for Instant Issue Cards)
	• Program Information
	• Card Information
	• Load Transaction History
	• Standard Reports
	• Financial Reports
		• Register & Order Cards
		• Access Adjustment Account
		• Manage Card Inventory
		• Support Administrative Users
		  o Reset Password
		  o Change Administrative User's Status

1.9	If an inmate is transferred out of the community correctional center and returned to a secure institution, the contractor is required upon notification from NDCS to cancel the card and return the funds to NDCS, can the contractor comply? Contractor must also specify the time frame for returning these funds.	X		X	

Res.

Real-Time Adjustments for Funding Errors

In cases of funding errors or fraudulent claims, U.S. Bank can assist the state in reversing the funding transactions in real-time by sweeping funds back into the adjustment account, or instigating industry-standard fraud investigations to determine the issue. These are all standard processes in our PayCard program.

Rightfully Claimed Funds are Cardholder-Owned

For card cancellations and returned funds that have already been received by the recipient and used, U.S. Bank's legal team, and the majority of the banking industry, defines the funds rightfully qualified for and gained through government disbursement programs, or other means of legal pay, as rightfully owned by the cardholder. In those regards and in compliance with state and federal regulations, U.S.

	Bank cannot deactivate a card without permission from the cardholder, or a subpoena from the State. In those cases, U.S. Bank can accommodate a card deactivation within ONE (1) business day of notification from either the State or the cardholder.				
1.10	All statements will be sent to NDCS Accounting for distribution to the inmates.	X		X	
Res.	**Online Monthly Statements** Our PayCard product used for the Work Release program will incorporate monthly statements – a default online option. While mailed paper statements is an option for a small fee, U.S. Bank would be unable to send them directly to NDCS Accounting for distribution as it could potentially be a violation of Regulation E and other data privacy laws. U.S. Bank is committed to meeting your program needs and complying with all state and federal laws. We look forward to collaborating with the State on this feature during implementation.				

Exhibit A8 – Form A.8

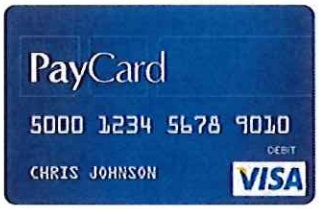
Form A.8

Agency-Specific Technical Requirements
NE Department of Correctional Services – Inmate Release
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NE Department of Correctional Services.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Inmate Release portion to this RFP, U.S. Bank plans to collaborate with the State to design a NEW Élan PayCard product built in time for a 2015 release. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.



PayCard Applications

- Work Release (reloadable)
- Inmate Release (non-reloadable)

Technical Requirement – NE Department of Correctional Services					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	NDCS cannot require the discharged inmates to provide an address, so all inmates will be asked to call the bank to update their address for receiving future statements. Can the contractor comply?	X		X	
Res.	**Instant Issue Cards are NOT Personalized** PayCards are instantly funded and issued onsite to recipients. Therefore, PayCards cannot be personalized with either their committed or legal name. **DOC Best Practice = Instant Issue** While we do have a Shipped Cards model of card issuance, U.S. Bank does not recommend implementing it for the same reason why the recipients potentially have two names – uncertainty. If the recipients are using different names, than its likely their mailing address may carry the same uncertainty. If addresses are incorrect, then cards will be shipped improperly, never received and never activated. Our experience with DOC programs, both our current solutions and others in-market, is that funds are drained off the card within 30 days of receipt. This behavior makes paper statements unnecessary, and in order to reduce costs to the State, U.S. Bank does not intend to issue them for non-reloadable				

	cards. Those cardholders will still have access to online statements. It's for this reason, rather than implement a process potentially fraught with delivery uncertainty, enormous costs and back-end processing, U.S. Bank recommends keeping the process simple. Instantly fund and issue cards onsite to recipients with non-personalized cards. Recipients get their funds. The State gets a clean process.				
1.2	Is the contractor willing to work with NDCS staff to develop inmate release enrollment forms, FAQ sheets, and program literature to be understandable at a fifth grade reading level?	X		X	
Res.	**COST FREE, Bilingual Prepaid Educational Materials & Disclosures** Our existing DOC programs include: initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents understandable at a fifth grade level: **Welcome Brochure** • Explains where their card will be accepted for purchases. • Identifies and explains the use of ATMs that will accept the card. • Educates cardholders on contacting Customer Service and potential reasons for calling. • Shows cardholders how to obtain account balance information. • Differentiates the fact that the card is a debit card – not a credit card. **Card Carrier** • Explains the transition process, reason for getting a new card and new features and benefits. • Instructs cardholder on proper card activation and PIN selection. • Educates cardholders on contacting Customer Service and potential reasons for calling. • Highlights necessary State contact information and potential reasons for calling. • Describes any program-related usage fees. **Cardholder Agreement** • Contains the Cardholder Agreement (terms and conditions) pertaining to the specific prepaid program. **U.S. Bank's Privacy Pledge Brochure** • Pledges to keep all cardholder information confidential. • Provides cardholders the option on whether or not to receive other product information from U.S. Bank.				
1.3	Based on the NCDS information provided under the Scope of Work, #7 Inmate Release, the contract must outline how the cards could be issued and loaded.	X		X	
Res.	**PayCards are Instantly Issued and Funded Onsite** Since PayCards for the Inmate Release programs are not reloadable, the State will be required to enter minimal account information since the cards will only be funded once. Below, we have outlined the Instant issue PayCard process:				

		PayCard Instant Issue Process			
		Step 1: Continual Card Inventory	Each State location will be stocked with instant issue branded cards for distribution to released inmates. Card inventory will be automatically updated and replenished when needed.		
		Step 2: Card Funding	At the time of issuance, State administrators will instantly fund the card using our user-friendly, secure administrative website.		
		Step 3 Instant Issue	The fully funded card packet is handed to the recipient upon release. The card packet includes important card usage information such as immediate card activation instructions, fee schedules, usage tips, etc.		
		Step 4 Card Activation	Once the card has been issued, Inmates can call the IVR system or go online to activate the card and the card can be utilized immediately.		
1.4	Only NCDS will be able to close an inmate's account and load funds. Can the contractor comply?	X		X	
Res.	**Rightfully Claimed Funds are Cardholder-Owned** For cancellations on cards that have already been received by the recipient and used, U.S. Bank's legal team, and the majority of the banking industry, defines the funds rightfully qualified for and gained through government disbursement programs, or other means of legal pay, as rightfully owned by the cardholder. In those regards and in compliance with state and federal regulations, U.S. Bank cannot deactivate a card without permission from the cardholder, or a subpoena from the State. In those cases, U.S. Bank can accommodate a card deactivation within ONE (1) business day of notification from either the State or the cardholder. **PayCards are Non-Portable** This means only the NCDS will be qualified to add funds to the card. All other funding sources will be blocked.				
1.5	Contractor must specify the method is which an emergency card would be issued and how funds can be loaded for the quickest availability of funds.	X		X	
Res.	**PayCards are Loaded Onsite and in Real-Time** PayCards are funded onsite and in real-time using our online administrative website. PayCard users simply need to activate their card to have immediate access to the funds.				
1.6	Will the cards issued for this program be accepted in foreign countries? Please list the countries where the ECP cards would be accepted.	X		X	
Res.	**PayCards can be Used Globally** Élan PayCards carry the Visa brand and can be used globally anywhere Visa is accepted – over 38 million locations worldwide.				

Exhibit A9 – Form A.9

Form A.9

Agency-Specific Technical Requirements
NE Public Employees Retirement Systems
Request for Proposal NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NE Public Employees Retirement Systems.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Public Employees Retirement Systems portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Technical Requirement – NE Public Employees Retirement Systems					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	The contractor must work with NPERS to promote the card program by providing information for new enrollment packages. Can the contractor comply?	X		X	

Res.	**Customized Employee Marketing & Education Plan**
	U.S. Bank will provide, in collaboration with key State administrators, a Comprehensive Marketing and Education Plan designed to educate cardholders on the benefits and features of the ReliaCard, how to use it, customer service options, and every step of the process from enrollment to activation to using the card and receiving statements. We view employee marketing and manager training as two of the most important components of a successful prepaid debit card solution. U.S. Bank provides an unmatched level of marketing strategy support covering:
	• **Pre-Implementation**
	  ○ Initial Card Outreach Plan
	  ○ Initial Communication Strategy				

	○ Customizable Marketing Materials • **Ongoing or Continual** ○ Employee Education Strategy ○ New Employee Enrollment ○ Updating Marketing Materials **Customized Marketing Materials** In order to drive more ReliaCard enrollments, U.S. Bank will provide continual, standard (logo added) marketing support and assistance to effectively "engage" the use of the ReliaCard, using a variety of marketing strategies to achieve our goals: • **Electronic & Online Marketing** – Using online FAQs, presentations, training DVDs, videos, online web streaming, and websites to keep the Focus program in constant view of the employee base. • **Print Marketing** – Using print or POS marketing like banners, brochures, signage, hardcopy FAQs, newsletters, and inserts to help saturate the Focus message in the print space. Our ability to continually maintain promotional marketing throughout the lifetime of a program is a clear competitive advantage. **Ongoing Education and Marketing** In addition to the card package provided for each new cardholder, all of the same information plus a comprehensive list of FAQ's will be provided for posting on the State's website. To continually educate cardholders, U.S. Bank will utilize mail, online, email, and text-based channels to conduct occasional informational campaigns that may include regulatory updates, program news, and other important information. With these tools, U.S. Bank has the ability to be proactive and openly communicate to cardholders about legislative or regulatory changes that impact their card and their use.				
1.2	The cardholder is required to contact NPERS of any address changes. NPERS will use the contractor's website to make the change. Can the contractor comply?	X		X	
Res.	**Flexible Demographic Change Processes** With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways: • ***State Controlled Changes (Current):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality. From the State's side, they can then simply update the cardholder's demographic information via the ReliaCard Administrative Website. • ***U.S. Bank Controlled Changes (Alternative):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons: ○ ***A Better Cardholder Experience*** – Instead of contacting two separate organizations,				

the cardholder only needs to contact U.S. Bank and we can take care of it all.

- ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
- ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.

Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the NPERS and U.S. Bank to change their address with both parties.

usbank Key Point

Database Synchronization for Demographic Changes (If Necessary)
Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

usbank.

Exhibit A10 – Form A.10

Form A.10

Agency-Specific Technical Requirements
NE Workers' Compensation Court
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NE Workers' Compensation Court.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Workers' Compensation Court portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Technical Requirement – NE Workers' Compensation Court					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	The cardholder is required to contact NWCC of any address change. The NWCC is responsible for changing the claimant's address in the contractor's database. Can the bidder comply?	X		X	
Res.	**Flexible Demographic Change Processes** With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways: • ***State Controlled Changes (Current):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality. From the State's side, they can then simply update the cardholder's demographic information via the ReliaCard Administrative Website.				

- ***U.S. Bank Controlled Changes (Alternative):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons:
  - ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
  - ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
  - ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.

  Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.

usbank Key Point

Database Synchronization for Demographic Changes (If Necessary)
Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

1.2	NWCC will use the contractor's administrations side to enroll new claimants. Can the bidder comply?	X		X	
Res.	**Comprehensive Prepaid Administrative Website** Yes. U.S. Bank's ReliaCard program provides a secure, online portal for State administrators to enroll claimants.				
1.3	The cardholder must not be able to use their card at the pay-at-the-pump. Can the bidder comply?	X		X	
Res.	**Transaction Pre-Authorizations** All prepaid card programs include the slight risk of the cardholder exceeding their available balance. This is due typically to the "pre-authorization" component of certain transaction types that are left open until the final total is determined by the consumer: Pay-at-the-Pump Automated Fuel Dispensers				

	(AFDs), Hospitality Establishments (hotels, restaurants, etc.) and rentals. So although rare, overdrafts can still occur. **Pay-at-the-Pump Automated Fuel Dispensers (AFDs)** To manage the after effects of AFD use, U.S. Bank offers our State clients two approaches: • ***Deny (Current)*** – During program setup, we can turn off the AFD capability on the card. This makes the card unusable at AFDs and therefore prevents the possibility of an overdraft due to "pre-authorization." Currently, the U.S. Bank ReliaCard in place for this application at the State has the AFD capability turned off. • ***Hold (Alternative)*** – Alternatively, U.S. Bank can setup the card to allow AFD transactions, albeit using a hold feature to mitigate overdrafts. If cardholders use their ReliaCard at an AFD, U.S. Bank may hold $75 from the account to initiate the transaction. While this hold may take up to four (4) days to clear, recent advancements in AFD technology across certain areas now provide a close to real-time clearing process that actually stops the AFD from pumping fuel when the card limit has been reached. If cardholders do not want funds held or do not have enough money in their account, cardholders are advised to pay the cashier inside for their gasoline purchase.				
1.4	The bidder will not allow the cardholder to have an overdraft on their account. Can the bidder comply?	X		X	
Res.	**U.S. Bank Prepaid Cards Will Decline on Overdrawn Transactions** ReliaCard programs are configured so that any transaction attempt(s) that would exceed the available card balance will always decline. At no time would the State ever be responsible for recipient overdrafts. Rather the amount of the overdraft will be recouped by U.S. Bank when additional funds are deposited to the cardholder's account. If no further funds are deposited, U.S. Bank will absorb the loss. **Transaction Pre-Authorizations** All prepaid card programs also include the slight risk of the cardholder exceeding their available balance. This is due typically to the "pre-authorization" component of certain transaction types that are left open until the final total is determined by the consumer. So although rare, overdrafts can still occur. • ***Pay-at-the-Pump Automated Fuel Dispensers (AFDs)*** – ReliaCard programs can be setup to allow or disallow AFD functionality. If allowed, cardholders could use their ReliaCard at an AFD, but U.S. Bank may hold $75 from the account to initiate the transaction. While this hold may take up to four (4) days to clear, recent advancements in AFD technology across certain areas now provide a close to real-time clearing process that actually stops the AFD from pumping fuel when the card limit has been reached. If cardholders do not want funds held or do not have enough money in their account, cardholders are advised to pay the cashier inside for their gasoline purchase. • **Hospitality Establishments (hotels, restaurants, etc.)** – Where tips and/or additional charges may be added at the end of the transaction. Depending on the policy of the establishment, an amount equal to the transaction total plus as much as an additional 20% may be suspended until actual settlement is processed again, 1 hour to 48 hours. • **Rentals** – Again where the final amount is not known at the start of the transaction and a pre-authorization amount is suspended against the account balance.				

	Currently, any "over limit" balances are the responsibility of the cardholder, not the State. Negative balances are removed as soon as new funds are deposited to the cards. If the card account is closed with a negative balance remaining on the card, U.S. Bank will absorb the loss. Transactions like these are noted in our cardholder marketing materials as are proactive solutions on how to avoid them.

Exhibit A11 – Form A.11

Form A.11

Agency-Specific Technical Requirements
NE Department of Administrative Services - Payroll
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for NE Department of Administrative Services - Payroll.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the Nebraska Department of Administrative Services - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Technical Requirement – NE Department of Administrative Services - Payroll					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Account numbers generated for the payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number. Can the contractor comply?	X		X	
Res.	**Dual-Account Number Generation Methodology** With the U.S. Bank Focus Card program, we engineered the program setup to be as flexible as possible for our clients' convenience. As such, for account number generation we can utilize two different methods: • ***Client-Generated (Current):*** Using a static prefix number provided by U.S. Bank to represent the card program, we pass that number to the State so they can add a unique identifier to the prefix to represent the cardholder within the program. In the case of the State's current payroll card program with U.S. Bank, the State utilizes the employee's address book or employee number. By combining both sets of identifiers, the full and final account number is created to represent that cardholder within the program.				

	• *Program-Generated (Alternative):* This method uses a full account number generated by our processing system to represent the cardholder within the program. Once created, this account number is distributed to the client for use in their payroll systems for enrollment and card funding.				
1.2	State Accounting staff must have security to access the account setup process, directions and the ability to establish a new account, can the contractor comply?	X		X	

Res.

Comprehensive Prepaid Administrative Website

U.S. Bank's Focus Card program provides a secure, online portal for State administrators to enroll employees, monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- **12-Month Data View:** All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

Empower Your Administrators with Flexible Authorization Groups

With our Administrative Website, clients can empower their management staff to continually monitor

and program changes when needed. We have built in a secure, flexible authorization structure that gives your dynamic management team the resources they need to provide the appropriate level of support for their position:

- Front-Line Supervisors
- Management
- Executives
- HR
- Payroll

Authorization Groups		
Role/Group	***Read Access***	***Write Access***
Role 1	• Program Information • Card Information • Standard Reports	N/A
Role 2.1 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Register & Order Cards • Access Adjustment Account • Manage Card Inventory
Role 2.2 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Register & Order Cards • Manage Card Inventory
Role 2.3 *(for Instant Issue Cards)*	• Program Information • Card Information • Load Transaction History • Standard Reports • Financial Reports	• Access Adjustment Account

Role 3 *(for Instant Issue Cards)*	• Program Information
	• Card Information
	• Load Transaction History
	• Standard Reports
	• Financial Reports
		• Register & Order Cards
		• Access Adjustment Account
		• Manage Card Inventory
		• Support Administrative Users
		  o Reset Password
		  o Change Administrative User's Status

1.3	State Accounting must have access to change demographic information for the cardholder when required to do so, can the contractor comply?	X		X	

Res.

Flexible Demographic Change Processes

With over 79 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways:

- ***State Controlled Changes (Current):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality. From the State's side, they can then simply update the

cardholder's demographic information via the ReliaCard Administrative Website.

- ***U.S. Bank Controlled Changes (Alternative):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons:
  - ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
  - ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
  - ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily offer assistance.

  Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.

Database Synchronization for Demographic Changes (If Necessary)
Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

1.4	State Accounting must receive an electronic report stating when the initial card is sent to the cardholder. Can the contractor comply?	X		X	
Res.	**Monitor Card Activity via Online Reporting** U.S. Bank's Focus Card program provides a secure, online portal for State administrators to enroll employees, monitor and manage their prepaid campaigns. One of our standard reports shows all card activity, including card creation and shipping. ***Note:*** *For more information on our comprehensive administrative and reporting website, please see our response to* ***Question 1.2*** *above.*				

Exhibit A12 – Form A.12

Form A.12

Agency-Specific Technical Requirements
University of Nebraska & Nebraska State Colleges - Payroll
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for University of Nebraska & State Colleges - Payroll.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the University of Nebraska & Nebraska State Colleges - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Title IV & Federal Work-Study Note: *U.S. Bank's prepaid legal team understands that Federal Work-Study funds are Title IV funds and, consequently, the disbursement of those funds are subject to the same protections as other Title IV funds. Since the management and disbursement of Title IV funds is governed by a differing set of regulations than payroll funds, our legal team has determined that our new Focus Card – DOES NOT fall within Title IV compliance, unless U.S. Bank operates an ATM on each campus. With that being said, the Focus Card can be used to disburse strictly payroll and stipend funds to cardholders.*

Technical Requirement – University of Nebraska & Nebraska State Colleges - Payroll					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	Is the bidder able to let the University and State Colleges the option to create an electronic method to set the employees up in the financial institution's system?	X		X	
Res.	**Multiple Data Transfer Options Available** U.S. Bank offers flexible data transfer options for the University and State Colleges using existing business technologies that require NO software or hardware integration. The information required to establish card enrollment will be already resident in your systems upon initial rollout of the prepaid				

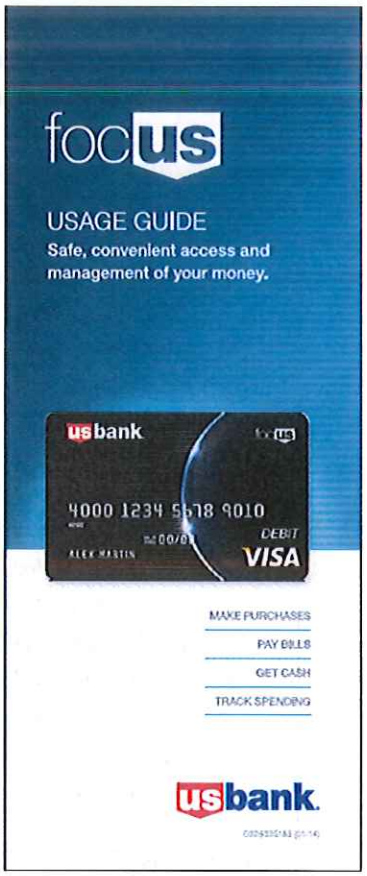
	programs. Extract files can also be requested easily because of the repeating bank routing/transit number which will be the same for all prepaid cardholders. Depending on the volume of cards required, we have multiple ways to transmit card enrollment: 1. **Secured Administrative Website** – Our secured administrative website is used for ongoing smaller quantity enrollments. Select State management personnel will be given secured access to this interactive, web-based enrollment and search tool for both new account enrollment and account updates. Enrollments completed through the secure web-based tool occur in real-time. 2. **Excel Spreadsheet** – The Excel file is extracted from the State's system and uploaded to our secure administrative website. 3. **Batch File Transmission** – Batch File Enrollment allows the State to compile new account information for as many cards as necessary and transmit the information in one file to U.S. Bank. Although U.S. Bank can accept daily batch files via many different methods, our preferred methods are Secured FTP (File Transfer Protocol) with full data encryption or Internet Direct FTP.				
1.2	The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN and NSCS to examine. Can the bidder comply?	X		X	
Res.	**Employee Self Service – Cardholder Website** Our secure cardholder website provides each cardholder a variety of self-service functions, including: • Customer Demographic Data Updates (address, email phone) • PIN or Passcode Update • View Balance • View Transaction History • FAQs • Text/Email Alerts Registration • Contact Us • "In-Network" ATM Locator • Card-2-Card Transfer • Card Activation/PIN Selection • View/Print Statement • Display ACH Direct Deposit Info • View/Print Terms and Conditions • Display fee Schedule • Display Privacy Policy • Online Bill Payment • Customer Data Updates • PIN or Passcode Update • Online Bill Payment				
1.3	Once the bank stored account is setup all communication relevant to activation of the card and any other useful information regarding card usage, replacement, etc. is the responsibility of the	X		X	

	stored bank card financial institution. Can the bidder comply?				

Res.

COST FREE Cardholder Educational and Marketing Materials

Acknowledged. U.S. Bank supports your Focus Card campaign with effective instructional materials that promote the value and benefits of the Focus Card to your unbanked employees. Our employee communications focus on moving to paperless paydays rather than just marketing paycards. We offer conventional direct deposit alongside paycards and explain the benefits of both.



> ***Note:*** *In compliance with Regulation E, U.S. Bank has a legal obligation to inform all cardholders at the time of the receipt of their card, and at any subsequent future times, of any terms and conditions affecting the cardholder's use of the card, including associated costs and fees.*

The card package includes the following bilingual (English and Spanish) documents:

Usage Guide Brochure

- Explains where their card will be accepted for purchases.
- Identifies and explains the use of ATMs that will accept the card.
- Educates cardholders on contacting Customer Service and potential reasons for calling.
- Shows cardholders how to obtain account balance information.
- Differentiates the fact that the card is a debit card – not a credit card.

Card Carrier

- Instructs cardholder on proper card activation and PIN selection.
- Educates cardholders on contacting Customer Service and potential reasons for calling.

Cardholder Agreement

- Contains the Cardholder Agreement (terms and conditions) pertaining to the Focus Card program, along with a list of card fees and transaction limits.

U.S. Bank's Privacy Pledge Brochure

- Pledges to keep all cardholder information confidential.
- Provides cardholders the option on whether or not to receive other product information from U.S. Bank.

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Ongoing Marketing and Education

In addition to the card package sent to each new cardholder, all of the same information plus a comprehensive list of FAQ's will be provided for posting on the State website. To continually educate cardholders, U.S. Bank will utilize mail, online, email and text-based channels to conduct occasional informational campaigns like regulatory updates, program

	news and other important information. Through this function, U.S. Bank has the ability to be proactive and openly communicate to cardholders about legislative or regulatory changes that impact their card and their use. **24x7x365 Multi-Channel Customer Service** We also believe that our cardholders should have virtually every avenue available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package – to give them the personal, self-service and proactive means to understand their account activity better: • ***Program Website*** – Cardholders can simply login to the Focus program website to manage their account at any time. • ***Mobile Banking App*** – Cardholders can check the account balance, and view mini-statements on-the-go. • ***Automated IVR Assistance*** – A user-friendly and automated response system to get answers quickly and easily. • ***Live Agent Support*** – Provided by English/Spanish-speaking customer service representatives with an additional 170 languages of support. • ***Text-2-Text Inquiries*** – Besides proactive, automated alerts, cardholders can also engage in two-way text inquiries to get critical account information as well. • ***Mobile and Email Alerts*** – Cardholders can enroll in automated alerts for a variety of notices. • ***ATM Balance Inquiries*** – Cardholders can obtain a balance inquiry via any Visa PLUS, U.S. Bank, MoneyPass and Allpoint ATMs. • ***Mailed & Emailed Disclosures*** – Throughout the lifetime of the program, cardholders will receive compliance disclosures, statements and other communications via the mail or email.				
1.4	UN and NSCS employees are responsible to update their card information with the stored payroll card financial institution. Can the bidder comply?	X		X	

Res.	**Flexible Demographic Change Processes**
	With over 78 state prepaid programs, U.S. Bank has come to adopt a variety of processes to assist our partners. As far as continual demographic or account information changes, we can process them in a variety of ways:
	• ***U.S. Bank Controlled Changes (Current):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates DHHS systems with a synchronization file each day. We recommend this process for a variety of reasons:
	  ○ ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
	  ○ ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
	  ○ ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 7x24x365 and can easily				

offer assistance.

Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***State Controlled Changes (Alternative):*** Although the ReliaCard transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
- ***Separately Controlled Changes (Alternative):*** Currently, the cardholder has to contact both the DHHS and U.S. Bank to change their address with both parties.

Database Synchronization for Demographic Changes (If Necessary)
Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

1.5	UN and NSCS receive electronic demographic and statistical monthly reports. Can the bidder comply?	X		X	

Res.

Comprehensive Prepaid Administrative Website

U.S. Bank's Focus card program provides a secure, online portal for State administrators to monitor and manage their prepaid campaigns – including monthly demographic data. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by UNTS.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- **Monthly Reporting Capability** – Reports can be run for the current month, any of the twelve (12) preceding months and across months. The date range for reports is limited to thirty-one (31) days of data.
- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP (optional).
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real time.

- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels. Clients who manage indirect clients will have access to execute and view reports that include all of their clients as well as the ability to execute and view reports for an individual client.

Administrative Website Functionality	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Order • Card Load • Card Activity Summary • Card Activity Detailed • Card Status • Funding Reject • Card Account Detail • Inventory Point Level • Cardholder Information Exception • Cardholder ID Verification Status • Account Reconciliation

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Exhibit A13 – Form A.13

Form A.13

Agency-Specific Technical Requirements - NE Game & Parks
Optional Gift Card Program
Request for Proposal
NST #080414

Each bidder must respond in a detailed manner to the following agency-specific requirements for Nebraska Game & Parks.

Technical Requirement – Optional Gift Card Program – Nebraska Game & Parks					
Req. #	Technical Requirements	Comply	Unable to Comply	(a) Custom	(b) Sub-contractor
1.1	The card design must identify and be approved by NGPC.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.2	Bidder must have a system available or an online solution for NGPC to track the issuance, balances, redemption and escheatment of cards and the balances.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.3	NGPC is interested in operation solutions that would allow the funds to be held and managed by the NGPC staff and the option for the bidder to manage the program and the escheatment process.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.4	Bidder will detail the options available to meet the needs of the agency. Such as: equipment, a flow chart for all suggested options of the gift card process from issuance, load, purchase authorization and settlement. A written narrative either separately or on the flow chart to detail the process is required.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.5	Detail how NGPC staff and the gift card holder will be able to check card balances.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.6	Bidder must detail their experience with programs charging a fee in conjunction with the gift card.		X		

Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				
1.7	Bidder must detail their experience of handling a gift card program and any previous experience handling state government or Game and Park programs.		X		
Res.	**No Bid** U.S. Bank is declining to bid on this portion of the RFP.				

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Exhibit IV.D.1.vii.a – Sample Reports

amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a "foreign fee" of 3% times the resulting dollar amount. If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a "foreign fee" of 2% times the U.S. Dollar amount. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a "foreign fee" of up to 3% times the resulting dollar amount. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

For MasterCard Cards: You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the Cirrus or the MasterCard Acceptance Marks. If you use your card at a merchant or ATM that bears these Acceptance Marks, MasterCard International Incorporated will convert the transaction into a U.S. Dollar amount using its currency conversion procedure. The currency conversion rate used by MasterCard International to determine the transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. To the converted transaction we add a "foreign fee" of three percent (3%) times the resulting dollar amount. We may assess the "foreign fee" on all transactions in which the merchant is located in a country other than the U.S., even in transactions that do not require currency to be converted.

12. Loss, Theft or Unauthorized Use

A. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe than an electronic fund transfer has been made without your permission. Telephoning us is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than $50 if someone used your card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as $500.

B. Also, if your statement or transaction history shows transactions that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically access you account, if the transaction could be viewed in your electronic history, or the date we sent the first statement or transaction history on which the unauthorized transfer appears, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time.

C. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

D. If your Card has been lost or stolen, we will close your Card to keep losses down.

E. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call us toll free, 24 hours a day, 7 days a week at 866-276-5114 or write to us at ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525.

13. Other Terms. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Your Card may not be used for any unlawful purpose. You agree that you will not use your Card for any transaction that is illegal under applicable law. We do not give up our rights by delaying or failing to exercise them at any time. If any term of this Agreement is found by a court to be illegal or unenforceable; all other terms will still be in effect. From time to time, we may monitor telephone calls you make to us or our agents.

YOUR LEGAL RESPONSIBILITIES IN THIS AGREEMENT

14. Information about Your Right to Dispute Errors

A. If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws.

B. In case of errors or questions about your Card, call 866-276-5114 or write to The ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history, or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transaction at any time by calling us at 866-276-5114 or writing us at ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525.

C. The following information must be contained in that notice:

(i) Your name and your U.S. Bank ReliaCard Card number.

(ii) The dollar amount of the suspected error.

(iii) The date the transaction occurred.

(iv) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

D. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after speaking with us.

E. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account, although we will still investigate your complaint or question.
For errors involving new Cards (open less than 30 days), point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error.

F. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

OUR LEGAL RIGHT TO CHANGE OR CANCEL THE AGREEMENT

15. Amendment and Cancellation. We may at any time change or cancel these terms and conditions. You will be notified of any change before it goes into effect in the manner provided by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend this Agreement or any features or services of the Card described herein at any time. You may cancel this Agreement by notifying the government agency depositing money to your Card of the cancellation and returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before it was cancelled.

PRIVACY PLEDGE AND DISCLOSURE OF CARD INFORMATION

16. We will disclose information to third parties about your Card or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission. You will receive a copy of our Privacy Pledge with your Card mailing and at least once annually. We also post it on our Web site at http://www.usbank.com/privacy/ privacy_pledge.html. Our Privacy Pledge describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with members of our corporate family and with nonaffiliated third parties. The Privacy Pledge also tells you how you can: (i) limit the ways we share, or (ii) request corrections to the information we maintain about you.

CONTACT INFORMATION AND BUSINESS DAYS AND HOURS

17. For general inquiries by mail, write us at: The ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525. For service inquiries and/or to report your card lost or stolen, call 866-276-5114, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

ADDITIONAL RELIACARD PROGRAM INFORMATION

18. Program Information. You are electing to participate in the ReliaCard Card program authorized by your government agency that may be discontinued at some time in the future. If the program is discontinued, you will be notified in advance and given the option to receive your funds by check or by direct deposit into a bank account. This program is provided by U.S. Bank National Association, which may contact you from time to time about this program or other services related to this program.

19. Our Liability

A. If we do not complete a transfer to or from your Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with some exceptions. We will not be liable, for instance:

(i) If, through no fault of ours, you do not have enough money in your Card to make the transfer.

(ii) If the automated teller machine where you are making the transfer does not have enough cash.

(iii) If the terminal system was not functioning properly and you were aware of that when you started the transfer.

(iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(v) There may be other expectations stated in our agreement with you.

20. Preauthorized payments

A. [illegible]

B. Notice [illegible] only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

C. Liability for failure to stop payment of preauthorized transfer. If you order us to stop payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

21. Role of Your Government Agency

A. Your government agency is responsible for transferring funds to us to load onto your Card. These funds will be transferred by your government agency to us and loaded onto your Card by us according to the schedule agreed to by your government agency and us. We have no obligation to you in the event your funder delays in providing or fails to provide funds to your Card.

B. Your government agency may retain the right to deduct funds from the funds stored on the Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your government agency to add or deduct funds from your Card and in the case of a deduction to return those funds to your government agency. If you have a dispute with your government agency about the amount of your wages, salary or other compensation, or the amount that the government agency loads onto or deducts from your Card, you agree to not involve us in that dispute and to resolve that dispute solely with your government agency.

C. You acknowledge and agree that except as set forth in this Section 21, your government agency shall not be liable for any claims by you in connection with this Agreement.

SAMPLE

22. Arbitration

A. You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Card and account (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:

(1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

B. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties, or if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for $250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA [illegible] itration will be [illegible] u may obtain [illegible] 2-5267 or www. [illegible] AA at 1-800-778-7879 or [illegible] will take place in the [illegible] we will advance [illegible] ust us. If you [illegible] costs and fees, other [illegible] We will also pay any [illegible] arbitrator shall [illegible] Arbitration Act, 9 U.S.C. §§ 1 through 16, [illegible] applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

C. This Arbitration Provision shall survive termination of this Agreement and your Card and account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by Ohio law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

23. Second Card to Access Your Account If your program permits an additional Card to be issued to access your account (a "Secondary Card"), the person to whom the Card and account was first issued (the "Primary Account Holder") may request us to issue a Secondary Card to a trusted person who is 13 years of age or older. The Primary Account Holder is at all times liable and responsible for all transactions, fees, resulting negative balances and all other activity with respect to the Secondary Card. The holder of the Secondary Card may report that Card as lost or stolen. All other account maintenance can only be conducted by the Primary Account Holder.

If you wish to terminate the authority of the holder of the Secondary Card to access your account, you must recover the Secondary Card from that person, destroy the Secondary Card, and call us to report there is no longer a Secondary Card for your account. The Primary Account Holder will continue to be liable for all transactions, fees and other activity resulting from continued use of the Secondary Card unless you request that we cancel all of your Cards and issue a replacement Card for you. In addition, if you notify us of your decision to terminate the Secondary Card, we may elect to terminate all your Cards and issue you a replacement Card. If you notify us to terminate the Secondary Card and request that, or we elect to, cancel all your Cards, you will not have access to your account until a replacement Card is received by you. To the extent permitted by law, you are also liable and responsible for all costs and expenses, including attorneys' fees, that we incur enforcing these rules governing the Secondary Card.

The ReliaCard is issued by U.S. Bank N.A.
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REV. 09/11

FACTS	WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and income ■ account balances and payment history ■ transaction history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No*	We don't share

To limit our sharing	■ Call 877-440-3503— to speak to a customer service representative or ■ Visit us online: http://www.usbank.com/privacy and tell us your preference on the "Exercise Your Privacy Choice" page. **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
To limit our direct marketing	■ To limit our direct marketing to you by mail or telephone, please call 877-440-3503—to speak to a customer service representative, or visit us online: http://www.usbank.com/privacy and tell us your preference on the "Exercise Your Privacy Choice" page. ■ To limit our direct marketing to you by e-mail, please visit us online at http://www.usbank.com/privacy and tell us your preference on the "Email Preferences" page. **Please note:** We may contact our existing customers by mail, telephone, or email to offer additional financial products or services that we believe may be of interest to you. You may direct us not to send you such offers.
Questions?	Call 800-872-2657 or go to usbank.com

41770

Who we are

Who is providing this notice?	Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

What we do

How does U.S. Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does U.S. Bank collect my personal information?	We collect your personal information, for example, when you ■ open an account or apply for a loan ■ use your credit or debit card or make deposits or withdrawals from your account ■ tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply individually—unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *U.S. Bank does not share with nonaffiliates so they can market to you*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *U.S. Bank doesn't jointly market*

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

For California residents: In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

For Vermont residents: In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

For Nevada residents: We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at usbank.com, or writing to P.O. Box 64077, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection
100 North Carson Street, Carson City, NV 89701-4717

Additional U.S. Bancorp

The Miami Valley Insurance Center, LLC
Access Mortgage Services, LLC
WMF Mortgage Services, LLC
Capital Residential Mortgage, LLC
TheMIGroup Mortgage Resources, LLC
Assiniboine Valley Insurance Agency, LLC
Arizona Mortgage Advisers, LLC
Plus Relocation Mortgage, LLC
Relocation Mortgage Group, LLC
Elan Life Insurance Company
Relocation Mortgage Services, LLC
South Central Mortgage Solutions, LLC
NRI Mortgage Services, LLC

SAMPLE

* Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.

THE RELIACARD® CARDHOLDER AGREEMENT

(Effective 03/01/12)

TERMS AND CONDITIONS FOR THE RELIACARD

By accepting and using the ReliaCard ("Card"), you agree to be bound by the terms and conditions contained in this Agreement, which will govern your use of your Card. In this Agreement, "Card" means the card issued by U.S. Bank National Association ("U.S. Bank"), which maintains your ReliaCard account. Your Card has the U.S. Bank and Visa® or U.S. Bank and MasterCard® Brand Marks. "You" and "your" means the person(s) who received the Card from U.S. Bank and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean U.S. Bank, our successors, affiliates or assigns. Please read this Agreement carefully and keep a for future reference. The laws of the state of Ohio govern the interpretation of this Agreement. This Agreement becomes effective as soon as you activate the Card.

Your Card accesses a special account that has been opened on your behalf by your government agency. Your Card does not link to a checking or savings account – yours or anyone else's. Your Card is a prepaid debit card and will offer all of the payment capabilities of a check or debit card. The Agreement contains an arbitration provision (including a class action waiver arbitration waiver). It is important that you read the Arbitration Provision section carefully.

HOW TO USE YOUR CARD

1. You are able to use your Card to:
   A. Pay for purchases at stores and businesses that have agreed to accept the Card ("point-of-sale transactions").
   B. Perform transactions at automated teller machines (ATMs).
   C. Move money from your Card to a checking or savings account. Fees may apply; see section 4 below.
   D. Obtain cash over the counter at any bank or credit union that accepts national association branding on your Card.
   E. You can get a receipt at the time you make any transfer to or from your Card using an ATM or point of sale terminal.
2. Use of Card, PIN and Terminal. You will be provided with a Personal Identification Number (PIN), which will allow you to use the Card. You can activate your Card by calling us at 866-276-5114. The Card and PIN are provided for your use and protection, and you agree to:
   A. Make sure only you know your PIN – do not write your PIN on your Card or tell anyone;
   B. Use the Card, the PIN and any ATM as instructed;
   C. Notify us immediately of any loss or theft of your Card or PIN; and
   D. Pay for any purchases, cash withdrawals or other transactions made by you or anyone you allow to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as your authorization for this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.
3. Loading your Card. Your government agency may deposit money (load value) onto your Card at any time. Monies deposited into the account accrued by your Card and be available for your use to make selected transactions. You will not receive any interest on the funds associated value stored on the card. The funds are insured by the Federal Deposit Insurance Corporation ("FDIC"). If you have arranged to have direct deposits made to your Card at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made.

0350860512

CARD FEES

4. Under some situations, you will be charged fees for using your Card. We will charge you and you agree to pay the fees and charges (collectively "Fees") set forth on the Schedule of Fees included with your Card. Fees are subject to change from time to time. You will receive prior notice of Fee increases as required by applicable law. Fees will be deducted automatically from the Card balance. Without limiting the generality of the foregoing, you agree that we may deduct an inactivity fee as permitted by law and described in the Schedule of Fees. You may receive a copy of the current Schedule of Fees by calling us toll free at 866-276-5114.
   A. Transaction Fees. Fees charged for ATM withdrawals or Point of Sale (POS) purchases, inquiries and/or declines due to insufficient balance and similar fees.
   B. ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for balance inquiry even if you do not complete a fund transfer.
   C. Periodic Fees. Fees charged on a regularly recurring basis such as monthly maintenance and similar fees.
   D. Event-driven Fees. Fees are triggered by a specific event such as the issuance of a replacement Card or account closure and similar fees.

IMPORTANT INFORMATION ABOUT USING YOUR CARD

5. Periodic Statements
   A. Statements in electronic format will be made available during any month in which a transaction occurs. You will be able to view statement information online at www.reliacard.com.
   B. You may request to receive a monthly paper statement by submitting your request online at www.reliacard.com or by contacting us by phone at 866-276-5114. The statement will describe all activity on your Card during the statement period. Paper statements are not available during any month in which a transaction did not occur.
   C. The statement will be mailed to the address your government agency provides to us. To change the address your statement is mailed to, you must contact us by phone at 866-276-5114 or by mail at ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525.
6. Use of Telephone Banking Services. You may obtain Card balances and review recent Card activity by calling 866-276-5114. This information, along with a 60-day history of account transaction, is also available on-line at www.reliacard.com. You also have the right to obtain a 60-day written history of account transactions by calling 866-276-5114, or by writing us at ReliaCard Card Services, P.O. Box 245025, Milwaukee, WI 53224-9525.
7. Failure to Complete Transactions
   A. We accept no liability to complete any transaction for which adequate funds are not available on your Card according to the rules of the Card.
   B. Likewise, we accept no responsibility for funding delays that are the result of late receipt of funding payments by your government agency.
   C. We are not responsible if you do not have enough money on your Card to complete a particular transaction. You may, however, split your purchases between your Card and another credit or debit card or cash. If you do not know your exact balance, please call customer service at 866-276-5114 to verify your balance prior to attempting to make a purchase.
   D. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be subtracted from your Card balance for the next seven (7) days. This is called a credit hold and after seven (7) days it will disappear.
   E. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.
8. Transaction Limitations. Limitations on transfers described on the Schedule of Fees will apply to your Card use. For security reasons, limitations exist on the amount of cash withdrawals you may perform with your Card per day at ATMs and on the total number and dollar amount of purchases at merchants and or cash advances at VISA or MasterCard member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time. We reserve the right to change these maximum daily limitations on cash withdrawals and purchases without notice, which we make based on periodic risk assessments. We will not reduce those limits below $300 per day for cash and $1,000 per day for purchases without giving you prior notice.
9. Returns and Refund. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card in place of cash.
10. Payment.
   A. Each time you use your Card, the amount of the transaction will be debited from the account associated with your Card. You are not allowed to exceed the funded balance available on your Card by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the balance on your Card (an "overdraft"), you will be fully responsible for the amount of your purchase or withdrawal that exceeded the balance available on your Card. We also reserve the right to automatically debit such overdrafts from current or future money deposited to your Card or any other card you have with us. In such case, you agree to be responsible for payment to us for all overdrafts.
11. Using Your Card in a Foreign Country

   For Visa Cards: You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the

(Continued on next page)

Enjoy your new ReliaCard®!
Use it everywhere Visa®
debit cards are accepted.

usbank.

ACTIVATE CARD BEFORE USE!

CALL 866-276-5114

SAMPLE

Please see reverse side for fee schedule and usage tips

After you activate the card

Visit www.reliacard.com to:

- Check your account balance
- View your recent transactions
- Pay bills online
- Set up email or text alerts[1]
- Download the ReliaCard Mobile Banking App

For account information and card balance

Call: 866-276-5114
Visit: www.reliacard.com

[1] Standard messaging charges apply through your mobile carrier and message frequency depends on account settings

The ReliaCard is issued by U.S. Bank National Association. Member FDIC © 2013 U.S. Bank

ReliaCard Fee Schedule

Activity	Cost	Description
Monthly Account Maintenance	$0.00	Monthly account maintenance.
Purchases at Visa Point-of-Sale	$0.00	Purchases made by signature or PIN-based transactions.
Cash Back with Purchases	$0.00	Cash back with purchases at participating merchants.
Teller Cash Withdrawal	$0.00	Cash withdrawals from a teller at a financial institution. Note: the first 2 cash withdrawals per month from any financial institution and/or ATM is free.
ATM Withdrawal	$0.00	Cash withdrawals at an ATM. Note: the owner of a non-U.S. Bank ATM or non-MoneyPass ATM may assess a surcharge fee on any ATM transaction you complete. The first 2 cash withdrawals per month from a teller and/or ATM will be free.
Customer Service Via www.reliacard.com	$0.00	Log in to see Card information, Card activity, view statements and change PIN.
Automated Interactive Voice Response (IVR)	$0.00	Calls to Customer Service in which you utilize the automated service.
Live Customer Service Representative	$0.00	Calls to Customer Service in which you speak to a live customer service representative.
Alert Message – email or text	$0.00	Account alert messages. Standard messaging charges may apply through your mobile carrier and message frequency depends on account settings.
Monthly Paper Statement	$0.00	Statements can be accessed over the Internet at no cost.
Inactivity	$0.00	If the account is inactive for 180 days, on the 181st day and effective the next calendar month and each month the account is inactive thereafter, a charge will be assessed against the remaining value in your Card account.
Card Replacement - Standard	$0.00	Standard processing (3-5 business days) of a replacement Card due to being lost or stolen.
Card Replacement - Expedited	$0.00	Expedited processing (2 business days) of a replacement Card due to being lost or stolen.
Standard Bill Pa[illegible]n	[illegible].00	[illegible]ndard b[illegible]ent req[illegible]
Expedited ACH [illegible]e Day) Transaction	[illegible]00	[illegible]dited [illegible] ACH [illegible]ent re[illegible]
Expedited Check [illegible] Transaction	[illegible]	E[illegible]ve[illegible] check [illegible]st.
Bill Pay Stop P[illegible]	$[illegible]	Req[illegible]or a s[illegible]yme[illegible] standard paym[illegible]
Bill Pay Return [illegible]	$0.[illegible]	Standard or expedited payment to an individual [illegible]
Bill Pay Proof of Payment Request	$0.00	Request for proof of payment for either a standard or expedited payment.
Bill Pay Research	$0.00	Standard or expedited payment inquiries requiring research.
Foreign Transaction	Up to 3% per transaction	A fee charged on a transaction in which the merchant is located in a country other than the U.S. or processes transactions outside of the U.S.

SAMPLE

We reserve the right to change the above fee schedule upon written notification to you.

Transaction Limitations

A. Limitations on frequency of transfers:
   (i) You may make only 10 cash withdrawals from an ATM each day.
   (ii) You may make only 2 cash advances from a financial institution each day.
   (iii) You can use our point-of-sale transfer service for 10 transactions each day.
   (iv) You can use our point-of-sale transfer service using a PIN for 10 transactions each day.

B. Limitations on dollar amounts of transfers:
   (i) You may withdraw up to $2,000.00 from an ATM each day.
   (ii) You may withdraw up to $1,000.00 from a financial institution each day.
   (iii) You may buy up to $5,000.00 worth of goods or services using our point-of-sale service each day.
   (iv) You may buy up to $2,000.00 worth of goods or services using our point-of sale transfer service with a PIN each day.
   (v) You can pay bills up to $1,500.00 for a single transaction payment and up to $2,500.00 daily using our Bill Pay service.

Card Usage Tips:

Gas Stations: When purchasing gasoline at a gas station using the pay-at-the-pump option, a maximum hold of $75 will be placed on your account to initiate your transaction. This amount will be held until the actual transaction amount clears. If you do not want funds held while waiting for the transaction to clear, please pay the cashier inside for your gasoline purchase. Payments made inside clear for the actual transaction amount immediately.

Restaurants, Salons and Other Services: Prepaid Card transaction posting amounts may vary. Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.

Hotels: When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

Track your Balance: It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.

GUÍA DE USO

ReliaCard®

ACCESO Y MANEJO DE TU DINERO SEGURO Y CONVENIENTE.

SAMPLE

Estamos todos para servirte

usbank

34149 (11/12)

¡Usar Tu Tarjeta ReliaCard es Fácil!

HAZ COMPRAS

ReliaCard se puede usar en cualquier lugar donde se acepten tarjetas de débito. Hacer compras en tiendas, por teléfono o por Internet no tiene costo alguno.

- Verifica tu saldo disponible.
- Selecciona **"CREDIT"** en el dispositivo de autorización.
- O selecciona **"DEBIT"** y ingresa tu PIN.

RETIRA EFECTIVO[1]

Cajero Automático (ATM)

- Ingresa tu Número de Identificación Personal.
- Selecciona **"WITHDRAWAL"** de **"CHECKING"**.

Cajero Banco o Cooperativa de Crédito

- Revisa tu saldo (el cajero no tiene acceso a esta información).
- Solicita la cantidad que deseas retirar (sin exceder tu saldo).
- Es posible que debas presentar tu ID.

Retiro de Efectivo con las Compras

Cuando haces compras en tiendas o supermercados puedes solicitar retirar dinero en efectivo.

- Selecciona **"DEBIT"** en el dispositivo de autorización.
- Ingresa tu PIN de 4 dígitos.
- Selecciona **"YES"** para retirar dinero.
- Ingresa el importe y oprime **"OK"**.

USAGE GUIDE

ReliaCard®

SAFE, CONVENIENT ACCESS AND MANAGEMENT OF YOUR MONEY.

SAMPLE

All of us serving you®

usbank

34149 (11/12)

Using a ReliaCard Card is Easy.

MAKE PURCHASES

Your ReliaCard can be used wherever debit cards are accepted. There is no cost to make purchases in stores, over the phone or online.

- Know your available balance.
- Select **"CREDIT"** on the authorization m
- Or select **"DEBIT"** and enter your PI

GET CASH[1]

ATM[1]

- Enter Personal Identification Numbe
- Select **"WITHDRAWAL"** from **"CHE**

Bank or Credit Union Teller

- Know your balance (the teller will not have access to this information).
- Ask for the amount you wish to withdraw (you can't go over your balance).
- You may need to provide your ID.

Cash Back

You can ask for "cash back" when you make purchases at places like the grocery store or retail store.

- Select **"DEBIT"** on the authorization machine.
- Enter your 4-digit PIN.
- Select **"YES"** for cash back.
- Enter the amount, press **"OK".**

TRACK YOUR SPENDING

Online

- View account online at **www.reliacard.com.**

Phone[1]

- Call the Cardmember Services Line at **866-276-5**

TM[1]

- form a b

le Ba g Ap

- ck v ccoun lance iew transaction history from your mobile phone!
- Search for "ReliaCard" in the App Store or on Google Play.

Account Access:
Call **866-276-5114**
Visit **www.reliacard.com**

[1] Some fees may apply. Please refer to the back of your card carrier for a list of potential fees.

The ReliaCard is issued by U.S. Bank National Association. Member FDIC. © 2012 U.S. Bank.

SAMPLE

HAZ UN SEGUIMIENTO DE TUS GASTOS

Por Internet

- Ingresa a tu cuenta por Internet en **www.reliacard.com.**

Por Teléfono[1]

- Llama al **866-276-5114.**

Cajero Automático (ATM)[1]

Verifica tu saldo en un cajero automático (

Aplicación de Banca Móvil

- ¡Consulta el saldo de tu cuenta y ... tus transacciones desde tu teléfono!
- Busca "ReliaCard" en la App Sto... en Google Play.

Para información sobre la cuenta ReliaCard:
Llama al **866-276-5114**
Visita **www.reliacard.com**

[1] Se podrían aplicar algunos cargos. Consulta el reverse de tu tarjeta para una lista de los posibles cargos.

La Tarjeta ReliaCard es emitida por U.S. Bank National Association. Miembro FDIC © 2012 U.S. Bank.

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Five Star Service Guaranteed

P.O. Box 2656
Madison WI 53701-2656
U21 2P

ReliaCard®

Statement Summary
November 2009

Card ending in xxxx

JOE CUSTOMER
999 OAK ST
SEATTLE WA 98146-7053

For questions about this statement,
please call 866-276-5114

Important Messages

This space can be available for announcements and other pertinent non-transactional information.

Current Card Balance on 11/30/09	$	227.22

Funding Transactions

Date	Description	Amount
11/[illegible]	ADD FUND[illegible]	200.00
11/[illegible]	ADD FUN[illegible]	[illegible]00

Card Transactions

Date	Description		Amount
11/04/09	PURCHASE SAFEWAY STORE 1528 NORTH BEND WA	TERMINAL #15280003	$ 61.85
11/08/09	PURCHASE OLD NAVY USA BELLEVUE WA	TERMINAL #60470004	72.90
11/08/09	PURCHASE GAP OUTLET USA NORTH BEND WA	TERMINAL #79150005	10.82
11/08/09	VISA PURCHASE UNION 76 00464917 NORTH BEACH WA	TERMINAL #416407	10.00
11/08/09	VISA PURCHASE MERVYNS 00001826 BELLEVUE WA	TERMINAL #416407	32.63

Fee Transactions

Date	Description		Amount
11/15/09	SVC CHG REVERSAL	$	1.50

SAMPLE

USE YOUR RELIACARD VISA AT MILLIONS OF LOCATIONS WORLDWIDE.
VIEW YOU ACCOUNT ONLINE AT WWW.RELIACARD.COM.

usbank.

Exhibit IV.D.1.viii.b – Business Review

State of Nebraska

AccelaPay ® & ReliaCard® Visa®

2012 - 2014 Business Reviews

Presented by:

Susan Trammel
Greer Almquist

All of us serving you

September 8, 2014

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Agenda

- Introductions
- U.S. Bank Overview
- State Profile
- Program Overview and Statistics
- Cardholder Usage & Cardholder Resources
- Discussion Topics
  - Escheatment
  - Marketing
  - Website updates
  - Monthly Reporting updates
  - Transition to FSV
- Appendix
  - State Agency Program Resources
  - ReliaCard® and AccelaPay® Features & Benefits
  - Contact Information

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U.S. Bancorp - Corporate Profile

U.S. Bank At A Glance

- Differentiate through customer experience
- Innovative
- Ongoing investment in products, services and technology for future capabilities
- Support for our communities
- Prudent management of capital and risk
- Exceptional compliance
- Industry leading performance and capital generation
- Diversified mix of business

U.S. Bancorp Ratings

S&P	=	A+
Moody's	=	A1
Fitch	=	AA-
DBRS	=	AA

2014 1st Quarter Statistics

Ranking	U.S. Bank is 5th largest U.S. commercial bank
Period end assets	$371 billion
Period end deposits	$264 billion
Period end loans	$256 billion
Customers	17.0 million
Bank branches	3,363
ATMs	4,979
NYSE symbol	USB

Revenue Mix by Business Line

- Payment Services
- Wealth Management and Security Bank Services
- Wholesale Banking and Commercial Real Estate
- Consumer and Small Business Banking

(2014 results equivalent basis. Excluding net other pass through net revenue (mortgage) which Treasury and Corporate support)

Highest Rated – large bank in America
by Standard & Poors and Moody's

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U.S. Bank in the News

"What others say about **U.S. Bank**"

- U.S. Bank scores #1 Online Overall Customer Experience comparing the top 10 banks in the country
  - The Aberdeen Online 2012 rankings
- U.S. Bank named one of the "Best Banks in America"
  - Money Magazine, October 2012
- Most Advanced Businessgrowth Bank two years in a row
  - Fortune, March 2011 and March 2012
- U.S. Bank also of America's Greenest Bank for the second year in a row
  - Bank Technology News, April 2012
- For the third straight year, U.S. Bancorp has been named by Forbes magazine to their list of "Most Reputable Companies"
  - April 2012
- U.S. Bank recognized by Junior Achievement with "Silver U.S. President's Volunteer Service Award"
  - March 2012
- U.S. Bank "Most Innovative Prepaid Program"
  - 2012 Prepaidey Awards
- Elavon wins Merchant Acquirer of the Year Award
  - 2011 Cards & Payments Europe, June 2011
- U.S. Bank wins its second "Best Bank in the Global Space" award in the Economy magazine Awards to Excellence
  - Euromoney, July 2011
- U.S. Bank AccelaPay mobile banking app named "Best in Category" for Mobile Prepaid Application
  - 2011 Digital Life Awards
- U.S. Bank ranked one of the "World's 50 Safest Banks"
  - Global Finance, October 2010

STATEWORK FORCE SOLUTIONS

2012 NASWA National Business of the Year Award
U.S. Bancorp of Minneapolis

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U.S. Bank - Leading Prepaid Card Issuer

Top Issuer of Visa Prepaid Debit Cards

- Gift Cards ..... Over 34 million sold
- Government Disbursements ..... 39 agencies in 16 states
- Payroll Cards ..... 500+ corporate partners
- Visa Buxx® ..... Parent/teen card
- Insurance Claim Cards ..... Disability and disaster
- General Purpose ..... single, limited and unlimited loads for numerous B2B, B2C and G2C disbursement needs

Experience

U.S. Bank is a pioneer in the development of Reloadable prepaid debits cards for a multitude of check and cash replacement needs.

- Prepaid card solutions since 2001
- Highly experienced and dedicated prepaid team
- Field-tested products
- Expert project management
- Professionally designed, effective marketing assistance
- True consultative relationship with partners

contour visa

6

ReliaCard – Agency Footprint Update

Newest programs:
- Washington Trade Adjustment
- Washington Pension Payments
- Washington Payroll
- Washington Workers Compensation
- Wyoming Workers Compensation
- Maine Unemployment
- Maine Child Support

Multiple smaller state agencies seeking to mitigate the high costs of paper checks:

Plus ...
- Colleges & Universities
- Agency payrolls
- Medical research payments
- Housing subsidy payments
- and many, many more ...

U.S. Bank continues to grow our ReliaCard programs within our state agency partners.
In 2013, 4 new agencies started implementation or launched a new ReliaCard program!

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State of Nebraska Profile

U.S. Bank Prepaid Merchant, Banking and ATM Network

Transaction Type	Network	NE	U.S.	World
COST FREE POS Transactions (Excluding Branch)	Visa® Debit	34,931	9,400,000	18,530,000
COST FREE POS & "Cash Back" Transactions (PIN-Based)	Visa® Interlink® Debit	9,816	2,640,000	N/A
	NYCE® Debit			
COST FREE Bank & Credit Union Cash Withdrawals	Visa®	3,351	372,333	838
COST FREE ATM Cash Withdrawals (In-Network)	U.S. Bank®	442	69,831	81,111
	MoneyPass®			
	Allpoint®			
ATM Cash Withdrawals (Out of Network)	Visa® PLUS®	2,077	457,000	3,200,000
Total Active Points		49,617	12,939,164	49,341,943

Note: Data is approximate of our the most recent data available and subject to change.

Consumer Customers	289,582
Business Customers	17,561
Employees	645
Branches	65
Branded ATMs	77

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Program Summary
2012 - 2014 YTD Statistics

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Program Summary – ReliaCard - Child Support

Program launch: 2004

	2012	2013	YOY %Chg	2014YTD
• Current Active ReliaCard cardholders	30,985	32,867	+6%	34,102
Funds Loaded Comparison				
• $ loads:	$ 73,529,918	$77,049,429	+5%	$46,783,732
• # loads:	553,322	576,481	+4%	347,032

Enrollment strategy
- Mandatory – Direct Deposit or ReliaCard

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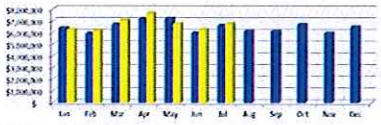
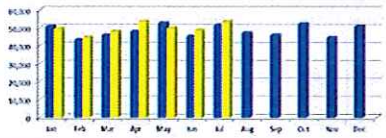
2013 & 2014 YTD - Portfolio Statistics – Child Support

Total $$ Loads Monthly



Total # Loads Monthly



2013
2014

Average load: $134

usbank

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Program Summary – ReliaCard - HHS

Program launch: 2006

	2012	2013	YOY % Chg	2014 YTD
• Current Active ReliaCard cardholders	25,136	43,351	+72%	47,397
Funds Loaded Comparison				
• $ loads	$42,021,620	$63,412,445	+51%	$32,949,818
• # loads:	119,955	200,832	+ 67%	94,446

Enrollment strategy:
- Voluntary – Moved to mandatory July 2012

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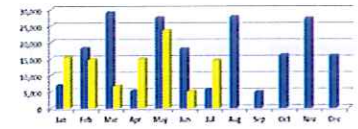
2012 & 2013 YTD - Portfolio Statistics – HHS

Total # Loads Monthly



Total $$ Loads Monthly

2013
2014

Average load:
$ 316

DHHS
Nebraska Department of Health and Human Services

usbank

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Program Summary – ReliaCard – Department of Labor

Program launch: April 2007

	2012	2013	YOY % Chg	2014 YTD
Active ReliaCard cardholders	65,879	55,041	- 16%	49,729
Funds Loaded Comparison				
• $ loads:	$71,455,663	$45,815,338	-36%	$17,694,132
• # loads:	321,350	202,787	-37%	79,547

Enrollment Strategy:
Mandatory – Direct Deposit or ReliaCard

Nebraska Workforce Development
Department of Labor

usbank

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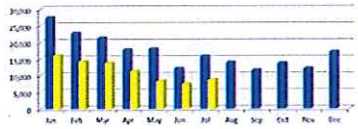
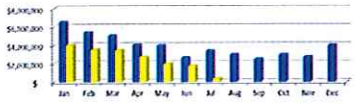
2012 & 2013 YTD - Portfolio Statistics – Department of Labor

Total # Loads Monthly



Total $$ Loads Monthly



Nebraska Workforce Development
Department of Labor

2013
2014

Average load:
$ 226

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Program Summary – ReliaCard – Pension (NPERS)

Program launch: October 2011

	2012	2013	YOY % Chg	2014 YTD
Active ReliaCard cardholders	35	44	89%	56
Funds Loaded Comparison				
• $ loads:	$ 84,360	$245,740	191%	$279,924
• # loads:	182	451	148%	376

Enrollment strategy:
- Mandatory New Enrollees – Direct Deposit or ReliaCard

NPERS
Nebraska Public Employees Retirement Systems

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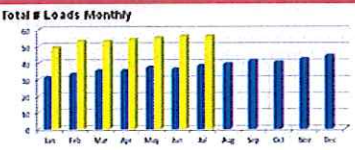
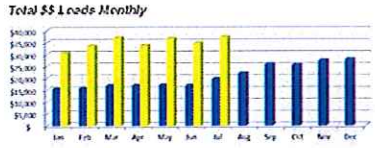
2013 & 2014 YTD - Portfolio Statistics – Pension

Total # Loads Monthly



Total $$ Loads Monthly



NPERS
Nebraska Public Employees Retirement Systems

2013
2014

Average load:
$ 545

usbank

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Program Summary – ReliaCard – Worker's Comp

Program launch: February 2013

	2013	2014 YTD
Active ReliaCard cardholders	53	89
Funds Loaded Comparison		
• $ loads:	$42,435	$52,373
• # loads:	228	287

Enrollment strategy:
- Mandatory New Enrollees – Direct Deposit or ReliaCard

NEBRASKA

usbank

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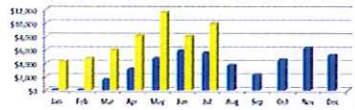
2013 & 2014 YTD - Portfolio Statistics – Workers Comp

Total # Loads Monthly

Total $$ Loads Monthly



2013
2014

Average load:
$ 187

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Program Summary – AccelaPay – State Payroll

Program launch: April 2004

	2012	2013	YOY % Chg	2013 YTD
• Active AccelaPay cardholders	1,261	1,312	4%	1,255
Funds Loaded Comparison				
• $ loads:	$7,049,583	$6,848,582	3%	$3,858,194
• # loads:	14,637	14,025	5%	7,896

Enrollment strategy:
- Mandatory – Direct Deposit or ReliaCard

AdministrativeServices
State Accounting Division

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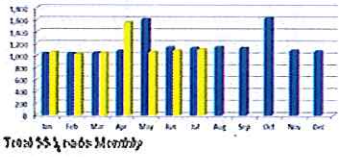
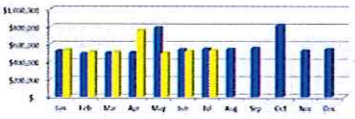
2013 & 2014 YTD - Portfolio Statistics – State Payroll

Total # Loads Monthly



Total $$ Loads Monthly



AdministrativeServices
State Accounting Division

2013
2014

Average load:
$ 488

usbank

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Program Summary – AccelaPay – Community Inmate

Program launch: August 2009

	2012	2013	YOY % Chg	2014 YTD
• Active AccelaPay cardholders	2,012	1,918	-5%	1,786
Funds Loaded Comparison				
• $ loads:	$1,865,894	$1,696,358	-9%	$385,892
• # loads:	14,082	14,297	1%	8,585

Enrollment strategy:
- Mandatory (some checks)

usbank

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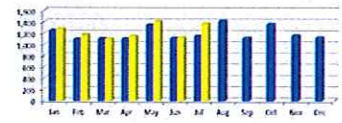
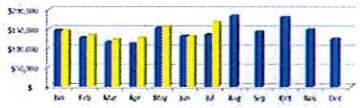
2013 & 2014 YTD - Portfolio Statistics – Community Inmate

Total # Loads Monthly



Total $$ Loads Monthly



2013
2014

Average load:
$ 119

usbank

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Program Summary – AccelaPay – University of Nebraska

Program launch: January 2010

	2012	2013	YOY % Chg	2013 YTD
• Active AccelaPay cardholders	179	231	29%	229
Funds Loaded Comparison				
• $ loads:	$ 445,138	$431,773	-3%	$272,670
• # loads:	1,227	1,165	-5%	701

Enrollment strategy:
- Mandatory – Direct Deposit or AccelaPay

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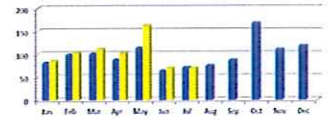
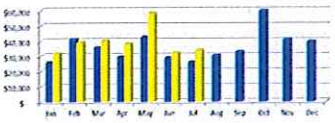
2013 & 2014 YTD - Portfolio Statistics – University of NE

Total # Loads Monthly



Total $$ Loads Monthly



Nebraska

2013
2014

Average load:
$ 371

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Program Summary – AccelaPay – UNL Athletics

Program launch: September 2010

	2012	2013	YOY % Chg	2013 YTD
• Active AccelaPay cardholders	601	695	16%	416
Funds Loaded Comparison				
• $ loads:	$ 2,729,031	$2,793,703	2%	$1,573,928
• # loads:	6,927	6,709	-3%	3,671

Enrollment strategy:
- Mandatory – AccelaPay

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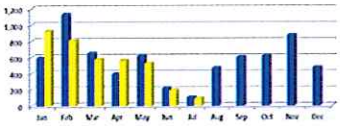
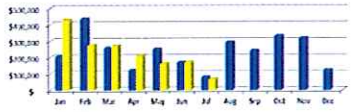
2013 & 2014 YTD - Portfolio Statistics – UNL Athletics

Total # Loads Monthly



Total $$ Loads Monthly



2013
2014

Average load:
$ 416

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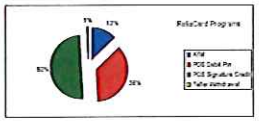
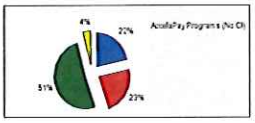
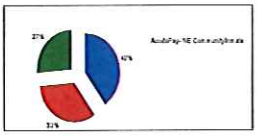
2012-13 YTD Portfolio Statistics Card Usage – ReliaCard & AccelaPay







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Top Visa Merchant Categories

ReliaCard programs

Merchant Category	Trans %	Average $
Supermarkets	21%	$ 32.14
Oil	19%	$ 9.95
Bill Pay	17%	$ 68.03
Other Retail	14%	$ 22.29
QSR's	7%	$ 10.33
Restaurants	5%	$ 21.07
Drug Store/Pharm	3%	$ 16.78
Remaining Merchants	2%	$ 65.23

AccelaPay programs

Merchant Category	Trans %	Average $
Supermarkets	18%	$ 28.42
Bill Pay	16%	$ 48.94
Oil	15%	$ 24.80
Other Retail	14%	$ 21.45
QSR's	12%	$ 9.75
Restaurants	5%	$ 20.35
Drug Store/Pharm	3%	$ 15.01
Discount Stores	3%	$ 16.50

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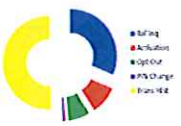
IVR – Automated Phone Service Statistics – ReliaCard & AccelaPay

ReliaCard

AccelaPay



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Product Updates – Conversion Timeline

ReliaCard

- Nebraska ReliaCard Program Conversion Schedule:
  - Unemployment &
  - Retirement - July 23, 2014
  - Workers Comp - August 20, 2014
  - Child Support &
  - HHS - September 24

NPERS Nebraska Public Employees Retirement Systems

NEBRASKA Workers Comp Insurance

DHHS Nebraska Department of Health and Human Services

NEBRASKA WORKFORCE DEVELOPMENT DEPARTMENT OF LABOR

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Product Updates – Coincide with Conversion

ReliaCard

Enhanced Alerts

Optional feature that allows cardholder to be notified of significant events regarding their card or card usage via email or text message to mobile phone

- Purchase Made
- ATM POS Decline Alert with balance
- Card Shipped
- Welcome to Alerts

Enhanced Mobile App

Additional features

- ATM Locator
- Alerts Signup
- Card Transfer

New Individual 800# for each Agency- 1.866.276.5114 is operational and will remain in effect

- Child Support 855-233-8380
- HHS 855-233-8382
- Retirement 855-279-1273
- Unemployment 855-233-8429
- Workers Comp 855-254-0109

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Product Updates – Coincide with Conversion

ReliaCard

Expedited Bill Pay will go away with conversion to new platform

- Launched June 11 2013
- Low adoption rate:
  - 0.00001 % of users used expedited bill payment services

Card Production – FOS Indianapolis, IN

- New return address on envelope

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Product Updates – Coincide with Conversion

ReliaCard

Card Production – FOS Indianapolis, IN

Card production and mailing timeline

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Discussion Topics

Item	Description
Escheatment	

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Escheatment 2014

Cardholders living in NE and other Fall Escheatment States*

Q4 2013 report of escheatable accounts to NE	Feb 28,2014
Due Diligence Letters mailed to cardholders	Jul 8, 2014
Last Date Cardholders can initiate any activity to avoid escheatment	Aug 31, 2014
Funds Removed and Cards Closed	Sep 9, 2014
Final Reports and Funds Submitted to states	Oct 22, 2014

*State defined as place of residence. Fall states include: AK, AZ, CO, DC, DE, GA, GU, HI, IA, ID, IL, KY, MA, MD, ME, MS, MT, NC, ND, NH, NJ, NM, NV, NY, OR, PA, PR, RI, SC, UT, VA, VI, WA, WI, WV, WY. Negative response fall states include: AL, AR, IN, KS, LA, MN, MO, NE, OK, SD

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Appendix

- Support Resources for State of Nebraska
- ReliaCard and AccelaPay Features and Benefits
- Contact Information

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Cardholder Resources

Card packet

- Plastic card
- Card carrier
  - How to activate your card
  - Important contact information
- Terms and conditions
- Usage guide

Flyer

- English or Spanish

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Cardholder Resources- Customer Service

Web - www.reliacard.com

- View and print statement
- Balance inquiry
- Transaction history
- Pay bills
- Access program information

VRU

- Card activation
- Balance inquiry
- Transaction history
- PIN change

Live Operator

- Report card lost/stolen
- Request PIN reminder
- Dispute a transaction
- Change address
- Balance/transaction inquiries

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Cardholder Resources- Mobile Banking

Why you want it:

- Check account balance
- View transaction history
- Pay bills

How to get it:

- No fee to download
- Works with most popular phones
- Get it at www.accelapay.com, www.reliacard.com, the iTunes Store or in the Android Market

Who's Got it:

- Over 80,000 ReliaCard cardholders have enrolled in mobile banking
  - About 5,000 enroll per month
- Enrollees average 1.63 balance inquiries per month via mobile banking

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Cardholder Resources- Bill Pay and Alerts

Bill Pay

- A flexible & convenient system to all debts
  - Creditors are set up online
  - Can be accessed online or by cell phone
  - FREE to send standard Bill Pay

SMS Text Messaging & Email Alerts

- Receive a text message with each deposit or whenever low/zero/negative balance occurs
- Send a text message (ping) to get a real-time balance inquiry
- Receive an email notification with each deposit or whenever low/zero/negative balance occurs

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Nebraska ReliaCard Support Resources

- **Relationship Management Team**
  - Main point of contact
  - Program monitoring
  - Escalation
    - guide internal teams through resolution procedures
  - Business Reviews
    - Stats, card/product enhancements
    - Industry update/trends
    - Communication plan
- Operations Team
  - Shared mailbox – prepaid partner@usbank.com ...assistance for cardholder inquiries to Oregon Child Support, Employment, SAIF, and Payroll.
    - Pay not received
    - Card replacement
    - Cancellation
    - Court order
    - Death Claim
  - Settlement questions

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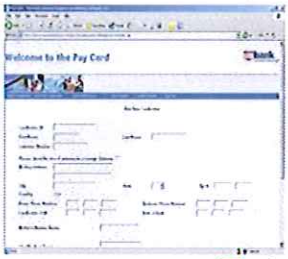
Nebraska ReliaCard Support Resources- Current (before Conversion)

Old ReliaCard Administration Website

- For authorized personnel
- Enroll individual card accounts
- View and/or update individual card information
- View individual deposit history (date and amount)

Starview Web Reporting (Daily)

- Downloadable and printable
  - New cards enrolled
  - Cards activated
  - Card awaiting activation
  - Cards returned
  - Card deposits accepted & rejected (# and $)



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Nebraska ReliaCard Support Resources- After Conversion

- Administrative website and Reporting all in one!

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ReliaCard Standard Online Reports

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State of Nebraska - Support Resources

- **Relationship Management Team**
  - Main point of contact
  - Program monitoring
  - Escalation
    - guide internal teams through resolution procedures
  - Business Reviews
    - Stats, card/product enhancements
    - Industry update/trends
    - Communication plan
- **Operations Team**
  - Shared mailbox – prepaid.partner@usbank.com ... assistance for cardholder inquiries to State of Nebraska AccelaPay & ReliaCard programs
    - Pay not received
    - Card replacement
    - Cancellation
    - Court order
    - Death Claim
  - Settlement questions

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Contact Information

Susan Trammel
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612.973.1895
susan.trammel@usbank.com

Greer Almquist
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U.S. Bank – Government Wholesale Banking
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greer.almquist@usbank.com

Gretchen Anderson
Business Development Manager
U.S. Bank – Prepaid Client Relations
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Tim Schlegelmilch
Vice President Regional Sales Manager
U.S. Bank – Government Wholesale Banking
402.419.1860
tim.schlegelmilch@usbank.com

Thank You!

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Exhibit IV.G – SAMPLE Implementation Plan

ReliaCard® Implementation Plan

Milestone	% Comp.	Status Stop Light	Start Date	Finish Date	Owner	Sub-Owner	Comments
Implementation - Contract Requirements	**0.00%**						
Contract execution	0%	Green		12/30/2012	USB/Client		
Implementation - Project Administration	**40.00%**						
Kickoff Meeting	100%	Green	1/3/2013	1/3/2013	USB/Client	Sales	
Business Requirements	60%	Green	1/6/2013	1/20/2013	USB	Program Management	
Cardholder Web Requirements	0%	Green	1/24/2013	2/7/2013	USB	Program Management	
iServ, iCall, iValue Requirements	0%	Green	1/24/2013	2/7/2013	USB	Program Management	
Implementation - Program Definition & Approval	**12.50%**						
Draft Program Description	50%	Green	1/3/2013	1/7/2013	USB	Program Management	
Submit Final Program Description	0%	Green	1/10/2013	1/14/2013	USB	Program Management	
Bank Review of Program description	0%	Green	1/4/2013	1/7/2013	USB		PM / Program Mgmt Monitors
Visa program approval received	0%	Green	1/10/2013	1/14/2013	Visa		PM / Program Mgmt Monitors
Implementation - Initial Set Up	**23.75%**						
Bin Set up (USB)	90%	Green	1/3/2013	1/14/2013	USB	Program Management	2 weeks - IT (BIN, Logo, Card Range)
Company / Sub-Company Set up	50%	Green	1/17/2013	1/19/2013	USB	Program Management	
Create Virtual Accounts	50%	Green	1/17/2013	1/19/2013	USB	Program Management	
Activate, Set Funding Flag and Set Passcodes	0%	Green	1/24/2013	1/27/2013	USB	Program Management	
Product Setup for PIN card and prepaid Visa	0%	Green	3/6/2013	4/1/2013	USB	Program Management	
Velocity Set up	0%	Green	1/26/2013	1/30/2013	USB	Program Management	
Fee Table Set up	0%	G[illegible]	1/26/2013	[illegible]13	[illegible]	Progr[illegible]	
On Us Token transactions	0%	[illegible]	2/2/2013	[illegible]	[illegible]	Progr[illegible]	
Implementation - BIN Set Up	**14.29%**						
Identify BIN, Logo, Card Range	100%	[illegible]	[illegible]7/2013	[illegible]	[illegible]	Progr[illegible]nage[illegible]	
Bin Requirements (Settlement Account)	0%	[illegible]en	[illegible]/2013	[illegible]/2[illegible]	[illegible]SB	Progr[illegible]	
LOGO Assigned	[illegible]0%	[illegible]	[illegible]2013	[illegible]/20[illegible]	[illegible]USB	Progr[illegible]ent	
Service Request: Setup BIN and LOGO	[illegible]0%	[illegible]	[illegible]2013	[illegible]/20[illegible]	USB	[illegible]	
Complete Service Request for new Logo	0%	Green	[illegible]013	[illegible]9/2013	USB	[illegible]	30 d[illegible]BIN)
Confirm Logo Access on Fiserv System	0%	Green	2/[illegible]/2013	2/[illegible]6/2013	USB		
BIN testing/verification (CVV/CV2)	0%	Green	02/29/13	3/4/2013	USB		
Implementation - Operational Set Up	**0.00%**						
Funding Flow	0%	Green	1/3/2013	1/7/2013	USB/Client	Operations	
Operational Procedures	0%	Green			USB/Client		
Marketing - Collateral Development	**4.17%**						
Marketing Request Form	100%	Green	1/3/2013	1/7/2013	USB	Program Management	
Visa Backer Final	0%	Green	1/30/2013	2/14/2013	USB	Marketing	
Visa Backer Submitted to Bank	0%	Green	2/14/2013	2/14/2013	USB	Marketing	
Backer approved	0%	Green	3/4/2013	3/4/2013	USB		PM / Program Mgmt Monitors
Visa Card art proof	0%	Green	1/26/2013	1/30/2013	USB	Marketing	
Carrier finalized	0%	Green	1/19/2013	1/23/2013	USB	Marketing	
Carrier submitted to Bank	0%	Green	1/26/2013	1/30/2013	USB	Marketing	
Carrier approval	0%	Green	2/3/2013	2/7/2013	USB		PM / Program Mgmt Monitors
Carrier proof	0%	Green	2/10/2013	2/14/2013	USB/Client		
How to use finalized	0%	Green	1/20/2013	1/24/2013	USB	Marketing	
How to use submitted to Bank	0%	Green	1/27/2013	2/1/2013	USB	Marketing	
How to use approval	0%	Green	2/3/2013	2/7/2013	USB		PM / Program Mgmt Monitors
How to use approval proof	0%	Green	2/10/2013	2/14/2013	USB/Client		
Cardholder Agreement finalized	0%	Green	1/20/2013	1/24/2013	USB	Marketing	
Cardholder Agreement submitted to Bank	0%	Green	1/27/2013	2/2/2013	USB	Marketing	
Cardholder Agreement approval	0%	Green	2/5/2013	2/9/2013	USB		PM / Program Mgmt Monitors

SAMPLE

ReliaCard® Implementation Plan

Milestone	% Comp.	Status Stop Light	Start Date	Finish Date	Owner	Sub-Owner	Comments
Cardholder Agreement Proof	0%	Green	2/12/2013	2/16/2013	USB/Client		
Direct Deposit finalized	0%	Green	1/22/2013	1/26/2013	USB	Marketing	
Direct Deposit submitted to Bank	0%	Green	1/27/2013	2/2/2013	USB	Marketing	
Direct Deposit approval	0%	Green	2/5/2013	2/9/2013	USB		PM / Program Mgmt Monitors
Direct Deposit proof	0%	Green	2/12/2013	2/16/2013	USB/Client		
Client approved All collateral	0%	Green	1/24/2013	1/24/2013	USB/Client		
Provide Bank approved proof to FOS	0%	Green	2/14/2013	2/18/2013	USB	Marketing	
USB Approved FOS proof	0%	Green	2/14/2013	2/18/2013	USB	Marketing	
Marketing - Order Materials	**0.00%**						
Visa Card Plastic	0%	Green	1/26/2013	2/18/2013	USB	Marketing	4 weeks - confirm in stock
Carrier	0%	Green	2/13/2013	2/18/2013	USB	Marketing	2 weeks
Cardholder Agreement	0%	Green	2/13/2013	2/18/2013	USB	Marketing	2 weeks
Buckslip / Misc Collateral	0%	Green	2/13/2013	2/18/2013	USB	Marketing	2 weeks
IT - Program Functionality	**0.00%**						
Batch/API SOAP/Webservice set up	0%	Green			USB/Client		Client handling build out
PGP Keys exchanged	0%	Green			USB/Client		
Transaction - Registration	0%	Green			USB/Client		Tran Code 3087 / USB Transaction Specs delivered
Transaction - Inventory Management	0%	Green			USB/Client		Tran Code 3173 / USB Transaction Specs delivered
Transaction - Enrollee File	0%	Green			USB/Client		Tran Code 2830-2831 / USB Transaction Specs delivered (OPTIONAL)
Transaction - POS Cash Withdrawal at Client	0%	[illegible]			[illegible]		[illegible] TBD
Transaction - POS Cash Load at Client	0%	[illegible]			[illegible]		[illegible] TBD
Cardholder Web Specs	0%	[illegible]			[illegible]		
Cardholder Web development	0%	[illegible]	[illegible]27/2013		[illegible]		
iServ, iCall, iValue development	0%	[illegible]	[illegible]7/2013		[illegible]		
IT - Customer Service	**[illegible]00%**						
IVR Set up (Standard) in integration	[illegible]0%	[illegible]	[illegible]2013	[illegible]/20[illegible]	USB	Progr[illegible]	[illegible]nagement
IVR Set up (Standard) in production	[illegible]0%	[illegible]	[illegible]013	[illegible]/201[illegible]	USB	Progr[illegible]	[illegible]nagement
Knowledge Base Update	0[illegible]	Green	[illegible]13	[illegible]/2013	USB	[illegible]rogr[illegible]	[illegible]nagement Prov[illegible]atio[illegible]5 days in advance of cards in hanc
Train CSRs	0%	Green	2/2/2013	2/6/2013	USB	Program Management	
IT - Reporting & Reconciliation	**0.00%**						
Client (Core USB reporting)	0%	Green	1/26/2013	2/6/2013	USB	Program Management	
US Bank Reporting	0%	Green	1/26/2013	2/6/2013	USB	Program Management	
Operations Reporting	0%	Green	1/26/2013	2/6/2013	USB	Program Management	
Internal Reporting	0%	Green	1/26/2013	2/6/2013	USB	Program Management	
QA - Integration Testing	**0.00%**						
Batch/API SOAP/Webservice set up	0%	Green			USB/Client		
On Us and Fee Table	0%	Green	3/12/2013	3/16/2013	USB/Client		
Transaction - Registration	0%	Green	2/20/2013	3/2/2013	USB/Client		
Transaction - Inventory Management	0%	Green	2/20/2013	3/2/2013	USB/Client		
Transaction - Enrollee File	0%	Green	2/20/2013	3/2/2013	USB/Client		
Transaction - POS Cash Load at Client	0%	Green	2/20/2013	3/2/2013	USB/Client		
Cardholder Web testing	0%	Green	3/12/2013	3/16/2013	USB/Client		
i-Serv, iCall, iValue testing	0%	Green			USB/Client		
QA - Test Card Orders	**0.00%**						
Existing Employee Visa test order (Registration)	0%	Green	3/5/2013	3/9/2013	USB/Client		
Inventory Management Test Order for Instant Issue	0%	Green	3/5/2013	3/9/2013	USB/Client		
Visa Test Output received/approved	0%	Green	3/5/2013	3/9/2013	USB		
Instant Issue Card Test Output received/approved	0%	Green	3/5/2013	3/9/2013	USB/Client		
Test Instant Issue Registration	0%	Green	3/5/2013	3/9/2013	USB/Client		

SAMPLE

ReliaCard® Implementation Plan

Milestone	% Comp.	Status Stop Light	Start Date	Finish Date	Owner	Sub-Owner	Comments
Test Voluntary Upgrade	0%	Green	3/5/2013	3/9/2013	USB/Client		
Test Replacement	0%	Green	3/5/2013	3/9/2013	USB		
Test Downgrade/IIB Replacement	0%	Green	3/5/2013	3/9/2013	USB		
QA - Production Verification	**0.00%**						
Transaction - Test Direct Deposit Load	0%	Green	3/12/2013	3/23/2013	USB/Client		
Card Testing (POS, ATM, OTC Cash Advance, products,	0%	Green	3/12/2013	3/23/2013	USB/Client		
Fee Table/On Us testing	0%	Green	3/12/2013	3/23/2013	USB/Client		
Operations Reconciliation	0%	Green	3/12/2013	3/23/2013	USB/Client		
IVR Validation	0%	Green	3/12/2013	3/23/2013	USB/Client		
Cardholder Web testing	0%	Green	3/12/2013	3/23/2013	USB/Client		
iServ, iCall, iValue	0%	Green	3/12/2013	3/23/2013	USB/Client		
QA - Operations Preparation	**0.00%**						
Operations testing and preparation	0%	Green			USB		
Operational Hand off Meeting & Documents provided C	0%	Green			USB		
Client Iserv Training	0%	Green			USB		
Billing	0%	Green			USB		
Launch - Live Card Orders	**0.00%**						
Existing Employee Visa registration/order sent to Perso	0%	Green			USB		
IIB Inventory Management order	0%	Green			USB		
Existing Employee Visa orders arrive at distribution cen	0%	Green			Client		
Instant Issue Visa cards arrive at distribution center	0%	Green			Client		
Existing Employees receive Personalized Visas	0%	Green			Client		
Client receives Instant Issue Visa cards	0%	Green			Client		
Launch - Go Live	**0.00%**						
Program Go Live Date	0%	Green	4/2/2013	4/16/2013	USB/Client		
First Load	0%	Green	4/16/2013	4/16/2013	USB/Client		
Post - Follow Up & Review	**0.00%**						
Discuss Lessons learned and next steps for rollout	0%	Green			USB/Client		

SAMPLE

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Exhibit V.1 – Request for Proposal Form

State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, Nebraska 68508
OR
P.O. Box 94788
Lincoln, Nebraska 68509-4788
Phone: 402-471-2793
Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP #NST080414	**August 4, 2014**
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 12, 2014 2:00 p.m. Central Time	**Jason Walters**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP Number #NST021314 for the purpose of selecting a qualified contractor to provide branded stored value card (prepaid debit card).

Written questions are due no later than August 18, 2014, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and twelve (12) copies of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's office by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material

on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

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

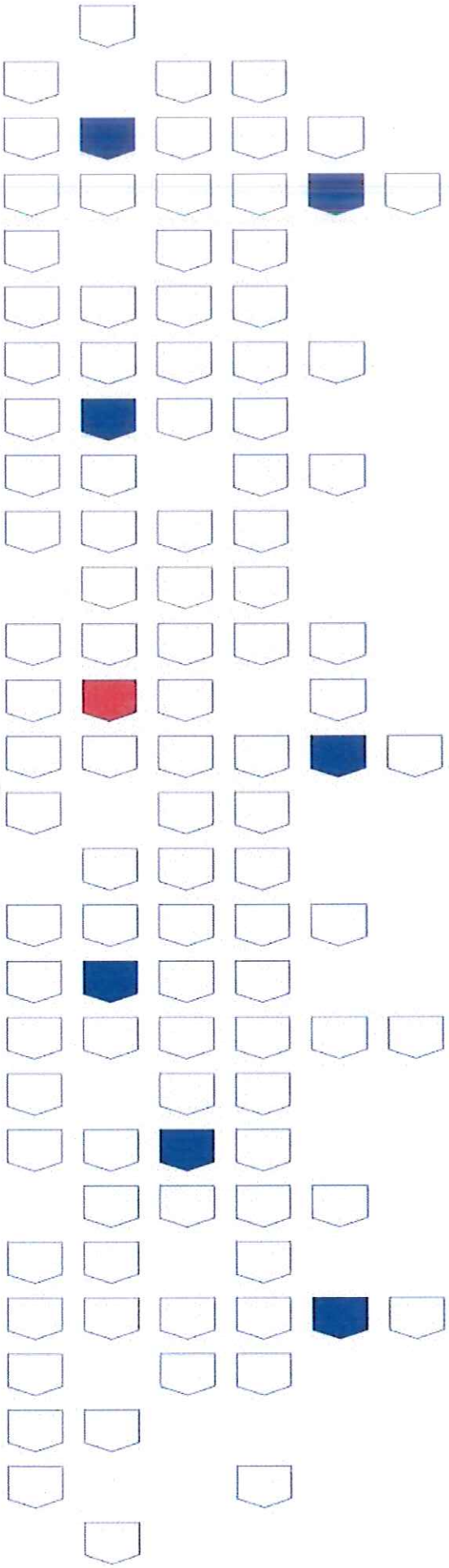
FIRM: U.S. Bank

COMPLETE ADDRESS: 233 South 13th Street 9th Floor, Lincoln, NE 68508

ELEPHONE NUMBER: (402) 536-5101 FAX NUMBER: (402) 536-5214

SIGNATURE: DATE: October 14, 2014

TYPED NAME & TITLE OF SIGNER: Greer Almquist, Vice-President



Proposal presented to:

October 14, 2014

Gretchen Anderson
AVP, Sales Manager
Prepaid Debit Products
Ph: (612) 973-2254
gretchenr.anderson@usbank.com

Greer Almquist
VP & Relationship Manager
U.S. Bank – Government Banking
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U.S. Bank National Association
Retail Payment Solutions
EP-MN-L16C
200 South 6th Street
Minneapolis, MN 55402-1547
FEIN: 31-0841368
D-U-N-S® Number: 00-621-3482

usbank.

TRANSMITTAL LETTER

October 14, 2014

Jason Walters
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, NE 68508
Telephone: (402) 471-2793
Facsimile: (402) 471-4390

Mr. Walters:

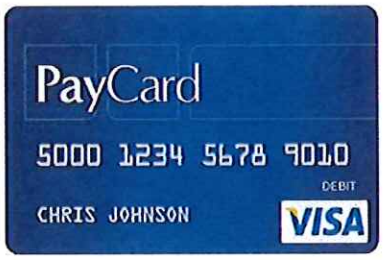
U.S. Bank National Association fully acknowledges the size, scope and objectives of the State of Nebraska's Request for Proposal (Solicitation #NST080414) for Contractual Services. As a holistic provider of banking and financial services, U.S. Bank remains well-versed in the State's operations and needs.

Our relationship with the State began over 50 years ago and spans the gamut of our financial services portfolio – including an extensive government prepaid portfolio of 9 programs, 250,000 active cards and over $48 million in annual loads. The State can depend on U.S. Bank's continued expertise and the ability to continue serving your needs in this capacity with multiple layers of support. We welcome the opportunity to reaffirm our strong commitment to the State and deepen our long-term partnership.

In response to the prepaid needs outlined in Solicitation #NST080414, U.S. Bank recommends the continued use of our proven prepaid solution – highlighted by our flagship products:

ReliaCard®
for Benefits Disbursements

Focus Card™
for Payroll and Stipends



PayCard™
for Department of Corrections

After providing the State a comprehensive prepaid solution for over 10 years, we believe the U.S. Bank prepaid solution is still the best choice in the market, for the following reasons:

- **10 Years of Government Prepaid Experience with the State** – Since 2004, U.S. Bank has been the State's premier choice in government prepaid solutions supporting government programs like Child Support, Unemployment Insurance, State Payroll and others.
- **A Long-Term and Qualified Banking Partner of the State** – Not only are we a qualified bank in the State of Nebraska, but we also employ over 645 people across 55 retail

branches and corporate locations within Nebraska, serving over 307,000 business and consumer customers, including over 200 departments within the State.

- **A Top Visa Prepaid Issuing Bank** – U.S. Bank has been a qualified issuing bank of prepaid cards since the inception of the industry in the late 1990's, having issued over 60 million covering rewards, government disbursements, payroll and other payments applications.
- **The Most Financially Stable and Highest Rated National Bank** – Standard & Poor's and Moody's continue to rank U.S. Bank as the highest rated large bank in the United States.
- **In-House Prepaid Processing Platform:** In 2012, we acquired FSV Payment Systems, Inc., giving us our own internal prepaid processing platform and customer service center to provide the State more data security, program flexibility and easier access to innovation.
- **More Card Features, Less Cardholder Fees:** With the advent of our new internal systems and platforms, U.S. Bank is able to offer more compelling card features like a prepaid savings account and cashback rewards; plus we're able to offer less fees.

As maintained in the RFP, U.S. Bank acknowledges the receipt of all addenda and amendments to this RFP. This proposal in its entirety will be valid for one hundred and twenty (120) calendar days following receipt. Additionally, since all portions of the RFP and U.S. Bank's response are to be included as part of the ongoing contract, and our RFP response represents a snapshot of our prepaid program functionality as of the specific time of RFP submittal, U.S. Bank and the State both understand and acknowledge that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes do not constitute a breach of contract, nor necessitate contract amendment(s).

We look forward to the next step in the process, and the opportunity to continue our partnership with the State of Nebraska.

Sincerely,

Gretchen Anderson
AVP, Sales Manager
U.S. Bank - Government Prepaid
Ph: (612) 973-2254
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usbank.

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- Exhibit III – Terms & Conditions
- Exhibit A1 – Form A.1
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- Exhibit A5 – Form A.5
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- Exhibit A8 – Form A.8
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- Exhibit A11 – Form A.11
- Exhibit A12 – Form A.12
- Exhibit A13 – Form A.13
- Exhibit A14 – Form A.14 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit A15 – Form A.15 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit A16 – Form A.16 (available in U.S. Bank's separate ***Pricing Proposal***)
- Exhibit IV.D.1.iii.c – SAMPLE Marketing Materials
- Exhibit IV.D.1.vii.a – Sample Reports
- Exhibit IV.D.1.viii.b – Business Review
- Exhibit IV.G – SAMPLE Implementation Plan
- Exhibit V.1 – Request for Proposal Form
- Exhibit V.3.g – Reference Letters
- Exhibit V.4.d – SAMPLE Conversion Plan

EXECUTIVE SUMMARY

The Bank That's Outperforming All Others

A prepaid program is only as strong as the support behind it. And U.S. Bank is the one national bank that is outperforming all others. We became the fifth largest commercial bank in that nation by a simple means: customer service. To many, this concept only has one meaning. To us, it has many. Not only do we provide multi-channel customer service excellence to each of our customers, but we take that notion even deeper. Every facet of our business is justified to what our customers expect. We understand that they've come to us for safety, security and zero risks. That's why all our investments and acquisitions reflect that mentality as well. Our customers don't want us to take risks with their money – their livelihood – so we don't. We honor that relationship for every customer as a service to them. And that's exactly what the State can expect from us as well:

- ***Supported by the Highest-Rated Bank in the Nation:*** Our prudent and conservative banking principles are seen as the "new paradigm" of success. Unlike many of our peers, we are well-positioned for new growth opportunities in all our key markets. That's why more state agencies select U.S. Bank, the one bank in the nation that grabs headlines for all the right reasons – stability and success.
- ***Sustainable, Long-Term Durability:*** Like we said above, we don't take risks. We don't over-extend our reach. And this business acumen has made U.S. Bank one of the most respected, financially strong and durable banks in the industry. Standard and Poor's and Moody's continue to rank U.S. Bank as "the highest rated large bank in the United States."
- ***Continually Investing in Prepaid:*** While others are leaving the prepaid industry, U.S. Bank is investing in it. We acquired FSV Payment Systems, Inc in 2012; giving us our very own in-house prepaid processing platform and redundant call center facilities. That means less vendors and more innovation control and data security for the State.
- ***Deepest Prepaid Program Experience in the Market:*** U.S. Bank developed the first ever prepaid program in 1999 and currently manages thousands of prepaid program clients, including 78 major state agencies spanning 26 states – including 9 programs within the State.
- ***Investing in Nebraska's Success:*** U.S. Bank has demonstrated an ongoing commitment to Nebraska helping to foster affordable housing, supporting local nonprofits and helping private facilities expand to create new jobs in the State. Annually, we extended more than $10.9 million in community development loans throughout Nebraska.

Better Banking Management

David Ellison
Fund Manager

"We need more U.S. Bancorps. We're in a significant period of flux in the industry that is unprecedented in my lifetime. So I want to own the better management."

Source: *http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-as-ceo-davis-seizes-market-share.html*

The U.S. Bank COST FREE ReliaCard® Solution

Like all U.S. Bank products and services, our prepaid solution was built from the ground up to provide the best, most sustainable experience to both our clients and their cardholders. For U.S. Bank it only makes sense. After all a prepaid card program isn't simply a card pushed out to a customer – it's a valuable brand equity touchpoint – an opportunity for us to extend the U.S. Bank brand to a wider audience. With stakes that high, we **must** deliver a high-quality prepaid card solution. And the greatest beneficiary for those efforts is the State with our COST FREE prepaid solutions:

Our prepaid products carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), ATM network (over 2.1 million globally) and bank teller network (over 102,000), Visa gives your cardholders wider access and use of their funds. Plus our market-leading "in-network" ATM access allows your cardholders unprecedented, COST FREE cash access to over 81,000 ATMs in the nation. U.S. Bank remains the prepaid card provider of choice because of our long-term partnerships, integrity, stability and a rich heritage of providing community banking service on a national scale.

ReliaCard Expands in North Dakota

"I have recommended the ReliaCard to other government agencies. I believe the NDDHS recommendation played a role in the job service ND decision to use ReliaCard to distribute Unemployment Insurance benefits."

Blaine Nordwall
North Dakota DHS

- ***Market-Leading FREE POS & Cash Access:*** Visa-branded with FREE POS access at over 38 million global locations, U.S. Bank's prepaid products also offer market-leading "in-network" ATM access to over 81,000 U.S. Bank, MoneyPass and Allpoint locations in the nation – including 442 in the State.
- ***24x7x365, Multi-Channel Cardholder Service:*** Our program was built to manage cardholder inquiry, complaint, and problem resolution through a variety of engaging channels: cardholder website, IVR, live agents, mobile banking app and proactive text alerts.
- ***Simplified, Intuitive Program Administration:*** With our "plug and play" systematic management website, administrators have access to every tool necessary to manage their program from card enrollment, funding and reporting.
- ***Built for Minimal Public Exposure:*** With a real-time mobile media culture, it only takes one minor hiccup to create a maelstrom of unwanted media attention. By employing both a dedicated compliance and legal team for prepaid, U.S. bank provides you with "big bank" products, service and support WITHOUT the "big bank" headlines.
- ***Leading Prepaid Innovator:*** Having won five (5) consecutive Paybefore Awards for prepaid innovation, U.S. Bank is known for our industry-leading approach to investment and innovation in the prepaid space. From Virtual Teller Machines, Remote Deposit Capture and enhanced budget maintenance tools, U.S. Bank looks to continually infuse our prepaid offering with compelling features.

Ruth Ann Jefferies *Arkansas DCSE*	**Arkansas Recommends ReliaCard** *"Yes. I would recommend the ReliaCard to other agencies. The best advice I could give them is to take advantage of the technical assistance offered by U.S. Bank."*	

U.S. Bank's Exclusive Offer to the State

To show the State of Nebraska how invested we are in your success, U.S. Bank will offer the State a vast array of exclusive program add-on features, including:

- ***Universal Program Pricing:*** To simplify the make-up of the State's prepaid portfolio, U.S. Bank has consolidated the card programs into unified programs and fee structures:
  - Government: *ONE* ReliaCard program for all applications.
  - Payroll & Stipends: *ONE* Focus Card program for all applications.
  - DOC: A *NEW* PayCard program for work and inmate release applications.

  Note: *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution.*

- ***ReliaCard Prepaid Summit:*** As the State's preferred prepaid card provider, U.S. Bank proposes to conduct an annual "State of the ReliaCard" summit in Lincoln. Our prepaid account team will join State administrators to discuss program performance, recent product updates and innovations. Additionally, we will conduct a collaborative Continual Process Improvement (CPI) workshop designed to innovate the program for continued, efficient use in the future.

- ***EXCLUSIVE Visa "Currency of Progress" Update:*** U.S. Bank offers, in partnership with Visa, to collaborate with the State to fashion a new update to the "Currency of Progress" spotlight video that highlighted the Nebraska Child Support program. This new case study will highlight the State's broad use of prepaid for a variety of applications and its impact on the State. The primary objective of this case study is to expand the State's prepaid equity and expertise in order to educate and inform more state agencies about the value prepaid can bring. To view the current "Currency of Progress" video, please visit: http://usa.visa.com/government/government-partnerships/index.jsp

- ***U.S. Bank ReliaCard Public Relations Kit:*** We understand the State's need for sound public relations solutions to help transition the card program. A new feature to our ReliaCard program is our State Public Relations Kit, including various tools to help inform state residents of your choice in prepaid providers and what it means to the State. With press releases, web content and banners, social media content, print materials and videos, the State can fully inform the people of the good work you are doing at saving tax money and making wise decisions on their behalf.

- ***FREE Rewards Cards:*** U.S. Bank will forgo our standard $2.95 card fee to offer FREE Visa Rewards cards to the State for use as employee incentives, rewards, etc. – ***a $14,000 value***.
  - Rewards cards can be loaded with $25-$1,500.
  - Offer good on up to 5,000 rewards cards annually.

- Note: Shipping fees may apply.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for prepaid Visa or MasterCard branded stored value card (prepaid debit card) services as described in this request for proposal (RFP) on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org. The State Treasurer's Office is responsible for the procurement and management of State of Nebraska banking service contracts for State agencies, State Colleges and Universities. The combined bidding of all services for these entities eliminates the need for additional procurements by individual state agencies.

The bidder must be able to provide stored value card services to entities with varying types of clientele. Program clientele may include, but are not limited to, employees, child support recipients, unemployment claimants, retirees, workers' compensation, athletic stipends, individual providers and cash grant recipients and other recurring consumer payees of programs eligible to participate. The State Treasurer's Office will work with the selected contractor to promote the services awarded in the RFP process internally to State agencies, State Colleges and Universities.

The State has approximately 137,146 active branded stored value cards (prepaid Visa debit cards) used by State clients under the current contract as shown on Exhibit 1. The bidder is required to examine the current program information as described under the Scope of Work and technical requirements described in Form A.2 – A.12.

All figures listed in the RFP represent a historical count of transactions processed by the State under the current State contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of its proposal.

U.S. Bank Presents a Comprehensive Prepaid Solution

With a U.S. Bank prepaid solution, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa debit is accepted – over 38 million worldwide. U.S. Bank prepaid cardholders can also withdraw cash at over 2.1 million Visa/PLUS ATMs and over 102,000 Visa-branded national banks and credit unions. Plus cardholders get true service fee-FREE and surcharge-FREE ATM service within our "in-network" ATM coverage at U.S. Bank and MoneyPass locations.

To meet the prepaid needs outlined in Solicitation #NST080414, U.S. Bank recommends the continued use of our proven Visa-branded prepaid solution, highlighted by our flagship products below:

ReliaCard® for Government Disbursements

For the State's government disbursement programs, U.S. Bank will continue to use the ReliaCard prepaid solution – the same solution utilized by the State currently used for the following programs since 2004:

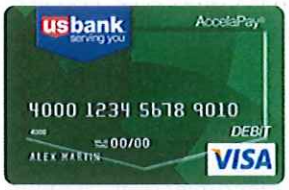
- 2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)
- 3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
- 4. NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

- 8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
- 9. NEBRASKA WORKERS' COMPENSATION COURT (NWCC)

Focus Card™ for Payroll & Payments

For the State's payroll and payment programs, U.S. Bank will migrate these programs from our legacy AccelaPay® product, to our NEW Focus Card product that offers a more comprehensive, simplified and feature-rich experience:

- 5. UNIVERSITY OF NEBRASKA – STIPENDS
- 10. NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL
- 11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL



AccelaPay® for DOC Applications (present – 2015)

For the State's DOC work release program, U.S. Bank plans to keep utilizing our legacy AccelaPay® product for this program until a new DOC product can be developed on our new, in-house FSV prepaid processing platform:

- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center

PayCard for DOC Applications (2015 – future)

Once development on our new, PayCard product for DOC applications is complete, U.S. Bank will migrate both the State's work release and inmate release programs to this product for the forseeable future:

- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center
- 7. NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program

Note: *Merchant, banking and ATM network coverage and fee vary per product. Please see* ***Exhibit A14 – Form A.14*** *for applicable coverage and fees for each prepaid card.*

B. PROJECT ENVIRONMENT

Exhibit 1 lists the agencies participating under the State's stored value card program, monthly dollar and number of loads along with a count of active cards. Also under this contract is Omaha Public Schools. Multiple State agencies will use the services under the contract from this RFP. The Nebraska State Treasurer's Office will be the point of contact for State agencies to coordinate services and resolve issues along with the State Agencies. The Nebraska State Treasurer's Office will also be the point of contact for contract negotiations, renewals or questions related to the contract.

Each State agency using the services under this contract will designate a Program Lead. The Program Lead is responsible for coordinating services for their program, representing their program on monthly conference calls with the contractor, working with the State Treasurer's Office to coordinate services and resolving issues relating to that specific program.

The bidder shall review and acknowledge its ability to work with all entities wishing to use the services under this RFP including those listed in Exhibit 1 and other State agencies, political subdivisions and governmental entities that would be eligible to participate under the contract.

usbank Key Point

Existing Prepaid Leadership Team in Place

Acknowledged. Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***
Susan Trammel *Relationship Manager* *Prepaid*	Susan is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
Gretchen Anderson *AVP, Sales Manager* *Prepaid*	Gretchen currently serves as the strategic partnership liaison for the State's prepaid programs.
Greer Almquist *VP & Relationship Manager* *Government Banking*	Greer currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

Technical Support Team with Over 150 Years of Combined Experience

State administrators also have an entire technical support team at their disposal by phone during normal business hours and via email after hours. Most often, client administrators work closely with our technical support team during the implementation cycle. After implementation, administrators are welcome to utilize the technical support team for one-off needs.

Prepaid Technical Support Team

Name & Role	***Responsibilities***
Cynthia Wallace *Technical Director*	As our business development lead, Cynthia is responsible for key leadership in the program management and transaction processing components of the State's prepaid programs.

Kelli Jewell *Implementation Manager*	Kelli spearheads the actual implementation of the ReliaCard program and assists Susan, your dedicated Relationship Manager, in the day-to-day management of the State's ReliaCard programs.
Jeff Pick *Marketing Manager*	Jeff fills the role as marketing manager assigned to the State's ReliaCard programs and will develop any marketing communications needed.
Jerry Anderson *VP, Product Management*	As our product leader for government and corporate prepaid programs, Jerry will be Susan's primary contact to assist her with any inquiries regarding product information management, features, and functionality.
Troy Lock *VP, Prepaid Operations*	As our prepaid operations leader, Troy will be Susan's primary contact to assist her with any day-to-day inquiries regarding customer service and prepaid card operations.
Malu Ros *Senior Manager, Quality & Training*	As senior quality manager of our in-house, U.S.-based call centers, Malu will assist Susan in all things customer service-related, including monitoring of calls, call quality improvement processes and more.

C. BUSINESS REQUIREMENTS

1. The bidder is responsible to research Nebraska State Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

   Neb.Rev.Stat. §48-1122 Prohibition of Discrimination
   Neb.Rev.Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.
   Neb.Rev.Stat § 73-205(3) Technology Access Standards
   Neb.Rev.Stat § 73-401 Contract with state agency; Public Counsel; jurisdiction Neb.Rev.Stat § 73-506(1) The State cannot pay for deliverables not received Neb.Rev.Stat § 73-506(2) Service contracts with unspecified or unlimited duration Neb.Rev.Stat § 81-2401 to 81-2408 Prompt Payment Act
   Nebraska State Constitution, Article XIII, § 3 Prohibits indemnification and limitations of liability

   Alternative Terms and Conditions that are in violation of or conflict with Nebraska State Statutes, this RFP document or the Nebraska State Constitution will be rejected by the State.

U.S. Bank is a Current State Partner

Acknowledged. U.S. Bank has been a prepaid partner of the State for over a decade. In that time, we have performed the due diligence required to understand our legal responsibilities to do business with the State, including all the requirements listed above.

2. Financial Stability
   The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract. A bidder not deemed financially stable may be eliminated from consideration.

usbank. Key Point

Highest Rated Bank in the Nation

Acknowledged. As of August 14, 2014, U.S. Bank is the highest rated bank in the nation as reported by Moody's, S&P, Fitch and DBRS. Our prudent and conservative banking principles are now seen as the "new paradigm" of success for financial institutions. Unlike many of our peers, we are well-positioned for growth and expansion and welcome the opportunity to extend our full product and service portfolio to all new customers as well as our existing customers. That's why more state agencies select U.S. Bank, the one bank in the nation that grabs headlines for all the right reasons – stability and success:

		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	**U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2	Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4	JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5	PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7	Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8	SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9	Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10	Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

U.S. Bank – The "Good Guys"
"Big banks are going to be forced to become more conservative, which is a boon to U.S. Bancorp. They are seen as the good guys."

Greg Donaldson
Chairman
Donaldson Capital Management

Source: http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-as-ceo-davis-seizes-market-share.html

David Ellison
Fund Manager
Hennessy Funds

Source: http://www.bloomberg.com/news/2014-01-21/u-s-bancorp-encroaches-on-bofa-as-ceo-davis-seizes-market-share.html

Better Banking Management
"We need more U.S. Bancorps. We're in a significant period of flux in the industry that is unprecedented in my lifetime. So I want to own the better management."

U.S. Bank Financials are Open to the Public

As a publicly traded corporation, our most recent annual reports (including internal control report, independent audit report and management letter, and audited income statement and a balance sheet) 10-K filings and 10-Q filings are available online for public viewing. Please utilize the following link to view all necessary filing reports:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo

3. Business Requirements
Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sections a – i are provided by the bidder/contractor or a subcontractor.

a. The bidder/contractor must be a State or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2).

U.S. Bank is a National Banking Association

Acknowledged. U.S. Bank is a national banking association licensed to do business in all 50 states in the nation, including the State of Nebraska. We have the requisite approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2) as we are the State's current prepaid partner. As a retail bank, we currently have the following presence in Nebraska:

U.S. Bank Nebraska Retail Presence	
Branches:	55
ATMs:	77
Employees:	645
Consumer Customers:	289,582
Business Customers:	17,561
Deposit Market Share:	5.9%

U.S. Bank was established as a financial institution on July 13th, 1863, when President Abraham Lincoln signed our charter. Today, U.S. Bancorp is the parent company of U.S. Bank National Association. With $389 billion in assets as of June 30, 2014, U.S. Bancorp is the 5th largest financial services holding company in the United States. We conduct business operations through 3,174 bank branches and 5,005 ATMs (brick and mortar) in 25 states, and provide a comprehensive line of banking, brokerage, insurance, investment and mortgage, trust, and payment services products to consumers, businesses, governments and institutions in all 50 states. We provide financial services to our 17.4 million customers with approximately 66,000 employees throughout the United States and Europe. U.S. Bancorp and its employees are dedicated to improving the communities they serve, for which the company earned the 2011 Spirit of America Award, the highest honor bestowed on a company by United Way.

b. The bidder must be a member of Visa or MasterCard Card Associations and be an authorized issuer of cards for the purposes detailed in this RFP.

U.S. Bank is a Member of BOTH Visa and MasterCard Card Associations

Acknowledged. As the fifth largest bank in the nation, U.S. Bank has been a member of the Visa and MasterCard associations for over 30 years. Additionally, as a prepaid leader, we also serve as members or participants in a variety of industry and government forums to remain at the leading edge of the industry:

Government Affiliations

- Federal Financial Institutions Examination Council (FFIEC)
- Securities Exchange Commission (SEC)
- Office of the Comptroller of Currency (OCC)
- Consumer Financial Protection Bureau (CFPB)
- Financial Crimes Enforcement Network (FinCEN)

- Government Finance Officers Association (GFOA)
- National Association of County Treasurers and Finance Officers (NACTFO)
- Association of Public Treasurers (APT)
- National Association of State Treasurers (NAST)
- National Association of State Auditors, Comptrollers and Treasurers (NASACT)
- Association of School Business Officials (ASBO)

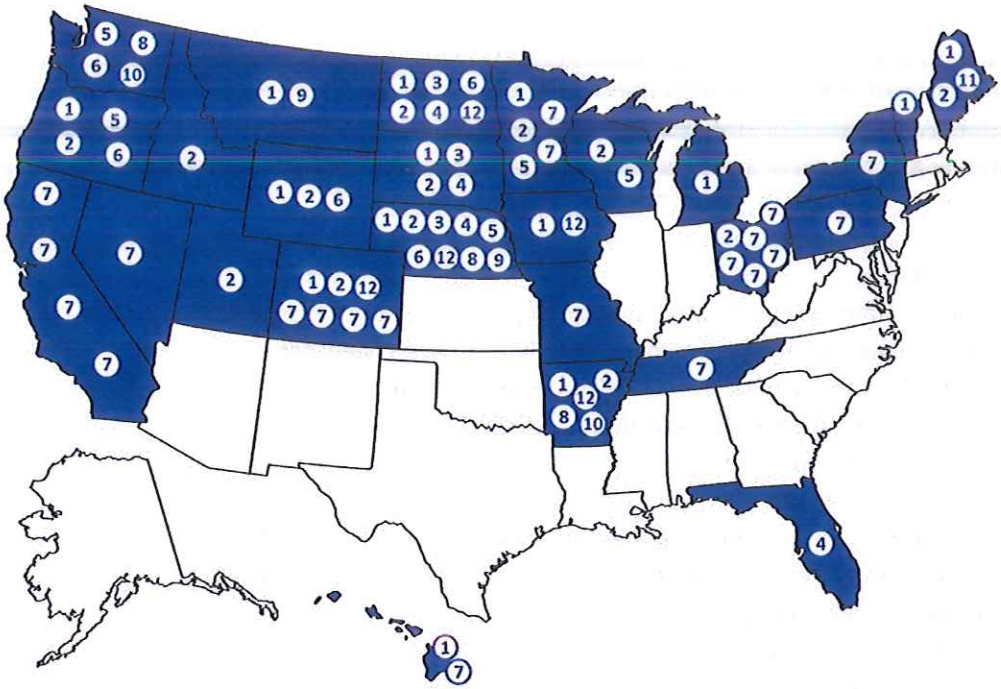
Industry Memberships

- Network Branded Prepaid Card Association (NBPCA) – Board Member
- Center for Financial Services Innovation (CFSI) – Charter Member
- Electronic Payments Association (NACHA) – Board Member
- American Payroll Association's (APA) Payroll Card Committee
- Financial Services Roundtable
- Western Payments Alliance (WesPay) – Board Member
- Upper Midwest Automated Clearing House Association (UMACHA) – Board Member
- International Payments Framework Association (IPFA) – Founding Member
- Electronic Check Council (ECC)
- MasterCard Prepaid Policy Counsel
- Internet Council
- Council for Electronic Billing and Presentment (CEBP)
- Electronic Benefits and Services Council (EBSC)
- Global Payment Forum

c. The bidder must have at least 3 years' experience providing branded stored value card (prepaid debit card) services for an entity similar in program size to the State of Nebraska or larger. The bidder must have experience operating card programs with similar technical requirements as those requested in the RFP.

Extensive Prepaid Program Experience

U.S. Bank has over fourteen (14) consecutive years of experience managing thousands of prepaid program clients, including 78 major state agencies and housing authorities spanning 26 states:



Key	Program	Qty	Key	Program	Qty
1	Child Support	14	7	Housing Authorities	21
2	Unemployment Insurance	13	8	Pension Payments	3
3	Child Care	3	9	DHHS/Medicaid Research Incentives	2
4	Temporary Aid for Needy Families	4	10	Trade Adjustment Assistance	2
5	Payroll via Focus	5	11	Income Tax	1
6	Worker's Compensation	5	12	Other	5

U.S. Bank holds a unique position in government prepaid program history. Not only did we pioneer the first ever government prepaid disbursement program in 2001 in Colorado (a child support program – the first of its kind), but with our recent award of the Maine Child Support program, we have provided the last remaining state child support program with a prepaid solution. Now, all 50 states in the union use prepaid cards for their child support programs.

With such a rich history in the industry, U.S. Bank can undoubtedly say that we have the experience, ability and the prepaid product solutions required to meet and in some cases exceed all of your expectations for this program. U.S. Bank has partnerships with numerous corporations, states and government agencies and has developed a multitude of prepaid debit card solutions for them, ranging from payroll and refund programs, to disbursement programs, per diem programs, and others. Our government prepaid program portfolio covers 26 states:

Current U.S. Bank ReliaCard® Government Partners				
Unemployment Insurance	Launched		Child Support	Launched
Oregon	2003		Colorado	2001
Minnesota	2006		Iowa	2003
Ohio	2006		Minnesota	2003
Nebraska	2007		Oregon	2003

North Dakota	2007
Arkansas	2008
South Dakota	2008
Wyoming	2008
Idaho	2010
Wisconsin	2013
Colorado	2014-Q4
Maine	2014-Q4
Utah	2015-Q2
Payroll	**Launched**
Nebraska	2004
Oregon	2005
Minnesota	2009
Lincoln, NE	2009
Springfield, MO	2009
San Bernardino County	2010
Salt Lake County	2010
Salt Lake City, UT	2010
Bloomington, MN	2010
St. Paul, MN	2010
Flint, MI	2011
Wisconsin	2013
Washington	2014-Q4
Worker's Compensation	**Launched**
Oregon	2009
North Dakota	2010
Wyoming	2013
Nebraska	2013
Washington	2014-Q4
Child Care	**Launched**
Nebraska	2006
North Dakota	2010
South Dakota	2011
Trade Adjustment Assistance	**Launched**
Arkansas	2013
Colorado	2014-Q4
Washington	2014-Q4
Health and Human Services	**Launched**
Nebraska	2006
Montana	2012

Nebraska	2004
North Dakota	2004
South Dakota	2004
Michigan	2005
Arkansas	2006
Wyoming	2007
Hawaii	2009
Montana	2009
Vermont	2013
Maine	2015-Q2
Housing Authorities	**Launched**
California (4)	2010
Colorado (4)	2010
Hawaii	2010
Minnesota (2)	2010
Missouri	2010
Nevada	2010
New York	2010
Ohio (5)	2010
Pennsylvania	2010
Tennessee	2010
TANF	**Launched**
North Dakota	2004
Nebraska	2006
South Dakota	2011
Florida	2015-Q2
Pension Payments	**Launched**
Arkansas	2011
Nebraska	2011
Washington	2014-Q4
Income Tax	**Launched**
Maine	2015-Q2
Other	**Launched**
Nebraska	2009
Arkansas	2010
Iowa	2010
North Dakota	2011
Colorado	2014-Q4

usbank Key Point

U.S. Bank Government Prepaid Gaining Momentum

Not only is U.S. Bank an industry leader for sustainable prepaid solutions, but our solutions are turning heads in the government market – especially after headline grabbing departures from some of our competitors. In 2014, U.S. Bank made significant headway in winning new business away from our competitors:

- Washington Payroll
- Washington Worker's Compensation
- Washington Pension Payments
- Washington Trade Adjustment Assistance
- Florida Temporary Assistance for Needy Families
- Maine Unemployment Insurance
- Maine Child Support
- Maine Income Tax Refunds
- Cincinnati Metropolitan Housing Authority
- Cuyahoga County Housing Authority
- Utah Unemployment Insurance

Amid heavy competition, it is clear that our prepaid value proposition matches or exceeds other big bank providers.

usbank Key Point

Over 10 Years of Experience with Nebraska Prepaid Programs

One differentiator no other competitor can attest to is our level of personalized State service and experience, having managed nine (9) State prepaid programs throughout the last ten (10) years:

State Program	Year Launched
Child Support	2004
State Payroll	2004
Child Care	2006
HSS	2006
TANF	2006
Unemployment Insurance	2007
DOC – Work Release	2009
Retirement/Pension Payments	2011
Worker's Compensation	2013

d. The contractor is responsible to make sure that all card accounts established for participants under the contract(s) resulting from this RFP are FDIC insured per individual participant.

U.S. Bank is FULLY FDIC-Insured

Acknowledged. U.S. Bank extends FDIC insurance to all of our re-loadable debit card accounts including all State prepaid accounts up to an aggregate total of $250,000 per account. U.S. Bank's membership in the FDIC is public knowledge and can be obtained by visiting – http://www.fdic.gov/. The U.S. Bank FDIC certificate number is 6548.

Note: *Insurance totals subject to change due to changes in state or federal regulations.*

e. The contractor may not sell to a third party or use any cardholder account information, including but not limited to names, addresses, social security numbers, and email addresses for such purposes other than those agreed upon in writing between the State Treasurer's Office and the contractor. If any cardholder account information is compromised or a contractor/subcontractor system containing cardholder account information is compromised, the contractor is required to immediately notify the State Treasurer and is responsible for any security breach of such cardholder account information. The contractor shall update the State Treasurer's Office at least weekly following a compromise on the status of the investigation and of any law enforcement or forensic data security investigation findings relating to the incident involving State cardholder data.

U.S. Bank Privacy Policy

Acknowledged. As a standard policy, we do not share customer information or lists with third parties. U.S. Bank believes in protecting customers' private information, and was recently ranked by American Banker as one of the top three U.S. banks in consumer privacy. To view the U.S. Bank Privacy Policy, please visit:

https://www.usbank.com/privacy/pledge.html.

Note: *In terms of the contract with the State, U.S. Bank would not use particular State prepaid-specific cardholder information to solicit other business. In cases where U.S. Bank generated customer data overlaps with State prepaid data, U.S. Bank would be free to use the U.S. Bank-generated customer data to solicit other business. For example, if Joe Cardholder is a State ReliaCard user, but is also a U.S. Bank online banking customer, U.S. Bank would be free to use the customer data generated by Joe Cardholder's online banking relationship to continue to market products to him.*

Issue Escalation & Resolution Plan (for potential breaches)

Acknowledged. For the most part, operational issues, if any, are resolved by your dedicated Relationship Manager working in concert with our Operations Group. However, should an uncommon issue present itself and require a larger, more comprehensive resolution – like a security or data breach – U.S. Bank would implement a Level THREE response process to ensure that the issue is resolved in a timely and accurate manner:

Level ONE Response (99.0% of issues)	
Responsible Party	**Steps/Procedure**
Relationship Manager	1) Issue reported to Relationship Manager (RM) via our prepaid operations group. 2) RM tracks issue and then resolves it, or... 3) Escalates to specific **Level Two** support in the Prepaid Card Group (PCG).
Agency Communication	• RM communicates Level One issues and resolutions during regularly scheduled business review conference calls or meetings.

Level TWO Response (0.9% of issues)	
Responsible Party	**Steps/Procedure**

VP of Relationship Management	1) Level Two support team resolves issue and updates tracking data. 2) If issue is not resolved, interested parties are brought together to assist in resolution. Parties could include: o VP of Operations o Operations Specialists o Relationship Manager
Agency Communication	• RM communicates Level Two issues and potential resolution plans within twelve hours of discovery.

Level THREE Response (0.1% of issues)	
Responsible Party	**Steps/Procedure**
Process Owner	• VP of Relationship Management escalates unresolved issues to Senior Management.
Types of Level Three Issues	• Issues with unacceptably prolonged closure. • Issues for customers experiencing abnormally high quantity and/or frequency of service quality/system performance issues. • Chronic, recurring issues. • Issues that are putting (or have put) the customer relationship at risk.
Escalation Process	• Escalation is done by sending an e-mail to the Operations Servicing Issues group that contains the following: o Customer Name o Operations Specialist Name and Phone number o Relationship Manager Name, Business Line and Phone Number o VP of Relationship Management Name and Phone Number o Description of the issues impacting the customer
Resolution Tracking	• An appointed Senior Management representative will log the issues and engage appropriate Operations (or other groups) in the research and resolution of the issue. • All "Open" issues recorded on the Issues Escalation Log.
Agency Communication	• The RM communicates all Level Three issues and potential resolution plans immediately upon discovery.

f. The contractor is required to complete a joint mailing with the State Treasurer's office at contract conversion to the card association banks located in Nebraska. The mailing will be completed at the expense of the contractor to announce the contract conversion. The State Treasurer and Program Leads will have final approval of the letter and mailing content.

usbank Key Point

No Contract Conversion Needed

Since U.S. Bank is the incumbent prepaid provider for the State, a joint mailing to the card association banks isn't necessary as the programs wouldn't be converting to a new provider. While U.S. Bank is open to fulfilling this component of the RFP, we recommend the State forgoing this action should U.S. Bank retain the business as an additional communication may actually cause more confusion to the cardholders than necessary.

g. The State requires that the contractor be available if requested by the State Treasurer's office to hold monthly conference calls with the State Treasurer's Office and the Program Leads to discuss any updates or concerns that relate to any program(s).

Monthly Conference Calls Available

Acknowledged. U.S. Bank currently connects with State administrators each month on prepaid conference calls and pledges to continue this practice for the foreseeable future. We look forward to collaborating with the State on ways to improve the dynamic and content of the calls in the future.

h. Monthly reports will be sent by the contractor to the State Treasurer's Office and the Program Leads. These reports may be emailed or downloadable from the contractor website and must be provided to the State Treasurer's Office and the Program Leads by the 15th day of the month following month end.

Monthly Reports Provided

Acknowledged. As needed, your dedicated relationship manager, Susan Trammel, in concert with our prepaid technical support team, will provide the State any necessary reporting required – either manually or through our comprehensive prepaid administrative website.

Comprehensive Prepaid Administrative Website

Additionally, U.S. Bank's prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- ***Cardholder Data Protected by Reg E*** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- ***Daily Report Updates*** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- ***24x7x365 Availability*** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- ***Exportable Reports*** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- ***12-Month Data View*** – All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- ***Report Authorization Structure*** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.
- ***Customizable Reporting Available (optional)*** – Customizable reporting is available.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation

• Reporting Access • Demographic Maintenance	• Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

i. State requires the contractor to provide an annual review of the State programs participating under this contract. The review can be provided to the State Treasurer's Office and Program Leads in person or by conference call. The State requires the contractor to review regulatory and industry changes affecting the card programs, discuss industry trends, discuss anticipated changes in existing programs and developments in the other state or governmental programs the contractor is operating. The State program review is an excellent opportunity to discuss the status of existing card programs and plan for future activity of the programs. The annual review would be for a period beginning April 1st and ending March 31st.

Annual, Onsite Program Business Review

Acknowledged. As the State's current prepaid provider, U.S. Bank has been participating in this activity for over ten (10) years. We aim to conduct all annual business reviews onsite in Nebraska, unless an unavoidable scheduling conflict occurs. We actually just concluded our annual review with the State on September 8th, 2014, presented by your dedicated relationship manager, Susan Trammel, and your overall banking relationship manager, Greer Almquist. Portions of that review included:

- State Program Information
  - Program Details
  - Performance Metrics
  - Current Program Trends
  - Cardholder Spend
- U.S. Bank Prepaid Landscape
  - Industry Changes/Trends
  - Regulatory Alerts
  - U.S. Bank Updates
  - Product Enhancements & Innovations

4. Annual Report

The contractor is required to provide an annual report for the period 04/1 to 03/31 to the Nebraska State Treasurer's Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all state agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP.

Report information shall be detailed by month and program and include at a minimum the following detail:

	Type	Frequency	Description
1	Financial Activity	Annual	A summary of the total number of loads and amounts.
2	Financial Activity	Annual	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Annual	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Financial Activity	Annual	Aggregate account balance(s).

5	Cardholder account activity	Annual	A summary of activated, active, inactive, closed, and escheated accounts.
6	Card issuance activity	Annual	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

Annual reports must be provided to the State Treasurer's Office and the Program Leads by April 15th of each year.

Annual Program Report

Acknowledged. As the State's current prepaid provider, U.S. Bank has provided this report in conjunction with our annual business review with the State for over ten (10) years. We actually just concluded our annual review with the State on September 8th, 2014.

Note: *Please see our response to* ***Section IV.C.3.i*** *for more information regarding our annual review process with the State.*

5. Additional Contracts
   The contractor shall notify Nebraska State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing.

Notification to the State Provided

Acknowledged. U.S. Bank pledges to notify the State in the event we find any additional contracts resulting from this RFP with eligible entities in advance of contract signing.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of the State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

U.S. Bank Prepaid Cards

All the prepaid cards offered in our solution (ReliaCard®, Focus Card™, AccelaPay®, and PayCard) are reloadable, Visa-branded prepaid debit cards that operate within the Visa and Interlink merchant networks for signature-based, PIN-based and cash back transactions (where applicable). Our responses to Section 1 – Basic Requirements are made in general disclosure about all of the products mentioned above. Where specific product differences, apply U.S. Bank has provided additional detail as clarification.

Note: *Please see our response to* ***Exhibit A2 – Form A.2*** *for additional information regarding our existing prepaid solutions in place for the State.*

1. BASIC REQUIREMENTS

I. Card Features:

a. Check-less Checking Account

U.S. Bank Prepaid Cards are Essentially "Checkless" Checking Accounts

Acknowledged. U.S. Bank prepaid cards act as essentially "checkless" checking accounts.

*Note: Our prepaid payroll products (Focus and AccelaPay) do contain convenience check features. While these check instruments assist cardholders with emergency access to their funds should the card go missing, convenience checks **DO NOT** function exactly like regular checks. Convenience checks can only be written out to the cardholder and can only be exchanged for the full balance of the card. Due to the overwhelming electronic convenience of the cards themselves, only 0.001% of our total cardholder base actually orders convenience checks, let alone uses them.*

b. No line of credit associated with the card

U.S. Bank Prepaid Cards DO NOT Contain Lines of Credit

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality.

c. FDIC Insured up to $250,000

U.S. Bank Prepaid Cards are FULLY FDIC-Insured

Acknowledged. U.S. Bank extends FDIC insurance to all of our re-loadable debit card accounts including all State prepaid accounts up to an aggregate total of $250,000 per account.

*Note: Please see our response to **Section IV.C.3.d** for more information regarding the FDIC insurance applied to our prepaid card accounts.*

d. Only available funds may be withdrawn from the account tied to the card

U.S. Bank Prepaid Cards ONLY Use Available Funds

Acknowledged. U.S. Bank prepaid cards only have access to the funds loaded to the account. If a purchase or transaction is made for a total over the balance of the card, the transaction is declined. Cardholders are not allowed to make transactions in excess of the card balance.

e. No interest can be charged

U.S. Bank Prepaid Cards Charge NO Interest

Acknowledged. Since U.S. Bank prepaid cards have no ties to lines of credit, or credit-related functionality, cardholders are NEVER charged interest.

usbank. Key Point

Interest-Bearing Savings Account Feature (ReliaCard & Focus Card)

While none of our prepaid products charge the cardholder interest, our new flagship products – ReliaCard and Focus – contain prepaid savings account features, where cardholders can actually **EARN** interest on the funds allocated to this feature. This cardholder benefit is a direct result of the innovations stemming from our new, in-house prepaid transaction platform.

f. Does not affect credit history

U.S. Bank Prepaid Cards DO NOT Affect Credit History

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality. Therefore, their use will affect the cardholder's credit history in any negative way.

g. Universal eligibility – no application or credit check

Any Recipient is Eligible for U.S. Bank Prepaid Cards

Acknowledged. U.S. Bank prepaid cards do not incorporate a line of credit or have any other ties to credit products or functionality. Therefore, any recipient – regardless of credit history – is eligible to receive a prepaid card.

Federal OFAC Checks Apply to Prepaid Cards

While there are no eligibility restrictions with our prepaid products, U.S. Bank prepaid cards, like **ALL** prepaid cards, are subject to strict Office of Foreign Assets Control (OFAC) identity checks. In order to meet these standards, U.S. Bank will perform identity checks on each prepaid card enrollee to ensure that they are not on the OFAC Watch List. These checks will utilize the following cardholder information:

- First and Last Legal Name
- Physical Address
- Social Security Number (SSN)
- Date of Birth (DOB)
- Phone Number

h. Card color and design close to existing card programs

Same Card Designs Used

Acknowledged. Since U.S. Bank is the incumbent provider, we'll utilize the current program card designs. However, due to the State's long-term partnership with us, we'll be more than happy to entertain other custom card design options, if interested.

The NEW ReliaCard Standard Card Design!

i. No cost to the State or the cardholders for card issuance

NO Card Issuance Costs to the State or Cardholder

Acknowledged. All the prepaid cards offered in our solution (ReliaCard®, Focus Card™, AccelaPay®, and PayCard) bear ***no card issuance costs*** to either the State or the cardholders.

> ***Note:*** *Please see our Financial Response for all details related to fees associated with our prepaid card products.*

j. Activation number must be a toll free number with no costs to the State or the cardholders.

Cardholder Selects Initial PIN through Card Activation

Acknowledged. For ReliaCards and Focus Cards (both shipped and instant issue), cardholders have access to two (2) **cost free** activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

The card cannot be used for purchases until it is activated by the cardholder and a PIN has been uniquely chosen. Instructional materials within the card package alert the cardholder how to activate and create a PIN:

Prepaid Card Activation & PIN Creation Process	
Step 1	Cardholder calls the secure program IVR or logs into the secure cardholder website.
Step 2	As a security measure, cardholders must enter the last four digits of their social security number. For secondary verification, the cardholder may be required to enter their date of birth or zip code.
Step 3	Once validated, the cardholder will be prompted to select a Personal Identification Number (PIN) for future information security.

If the cardholder has trouble with the automated IVR, they can select assistance from a live customer service representative to assist with the activation, if needed. Ongoing, cardholders will be able to change their PIN at any time through the program IVR, as well as through the website. They must know their last four (4) digits to their social security number (SSN) in order to change their PIN.

This activation process is completely COST FREE to the State and cardholder.

II. Merchant Codes:
Each program will have the option to block any Merchant or Merchant Category Codes as required by the agency.

Prepaid Cards Contain the Ability to Block MCC Codes
Acknowledged. All prepaid cards in our proposed solution to the State come with the ability to block MCC codes. Currently, the State utilizes this functionality on the following programs:

- 3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
- 6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center

Even though the State could also use this capability on other programs, U.S. Bank recommends that each program keep their current setup. While MCC blocks present a good tool to modify purchase behavior for cards that utilize government-owned funds or aim to curb behaviors, when applied to card programs that utilize cardholder-claimed funds, it often upsets the cardholder experience and could potentially lead to negative public exposure. As the State can understand, U.S. Bank would prefer to mitigate as much of that risk as possible.

III. Enrollment Process:
a. Each program has the choice to set up a new account online or send an electronic file to the contractor each work day as needed or the ability to do both.

Multiple Data Transfer Options Available
Acknowledged. U.S. Bank engineered our prepaid card programs to work in concert with existing business technologies, making it easier to interface with our solution. Depending on the volume of cards required, or the State desired method, we have multiple ways to transmit card processing data:

1. **Secured Administrative Website** – Our secured administrative website is used for ongoing smaller quantity enrollments. Select State administrators will be given secured access to this interactive, web-based enrollment and search tool for both new account enrollment and account updates. Enrollments completed through the secure web-based tool occur in real-time.
2. **Excel Spreadsheet** – The Excel file is extracted from the State's system and uploaded to our secure administrative website.
3. **Batch File Transmission** – Batch File Enrollment allows the State to compile new account information for as many cards as necessary and transmit the information in one file to U.S. Bank. Although U.S. Bank can accept daily batch files via many different methods, our preferred methods are Secured FTP (File Transfer Protocol) with full data encryption or Internet Direct FTP.

b. Contractor creates an account for any new cardholders. Information needed for the cardholder would be: First name, middle initial, last name, address, city, state, zip, home phone number, daytime phone, date of birth, social security number, and optional mother's maiden name and email address.

U.S. Bank Manages ALL Prepaid Account Creation

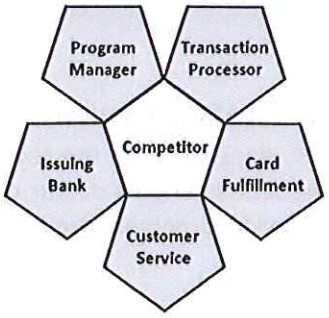
Acknowledged. U.S. Bank will manage all aspects of prepaid card account creation and maintenance, including collecting the necessary data above, if it applies (ex. Our new in-house processing platform no longer needs to use mother's maiden name anymore).

usbank. Key Point

Virtually All Prepaid Services Performed by U.S. Bank

In order to perfect the cardholder experience and protect our brand equity, U.S. Bank needed more control of the prepaid process. That's why we acquired FSV Payment Services, Inc. With that acquisition, U.S. Bank now manages virtually all prepaid processes in-house. From transaction processing, ATMs, customer service and program management, we manage the vast majority of the prepaid process from the confines of U.S. Bank without hand-offs to numerous process vendors. The only exception is in card fulfillment, which we outsource to our card fulfillment vendor Fiserv Output Solutions because their performance, process flexibility and reporting suite offer far more advantages to our own in-house card production facility:

Competitive Solutions



U.S. Bank Solution

- Less Data Hand-offs
- Efficient Processing
- Fluid Innovation Process
- Stronger Accountability
- Clearer Communication
- Less Overall Risk
- Greater Control

Instead of multiple points of accountability, high rates of data transferability and less control, U.S. Bank owns the majority of the prepaid process, successfully eliminating unnecessary data security risk,

incorporating fluid and targeted innovation processes and providing a single point of stable accountability.

usbank. Key Point

The Advantage of In-House Prepaid Solutions

With our recent acquisition of FSV Payment Services, Inc., U.S. Bank now owns virtually our entire prepaid operation – except the card production component. By internalizing these processes, U.S. Bank can offer our prepaid clients unprecedented processing and customer service benefits in the industry:

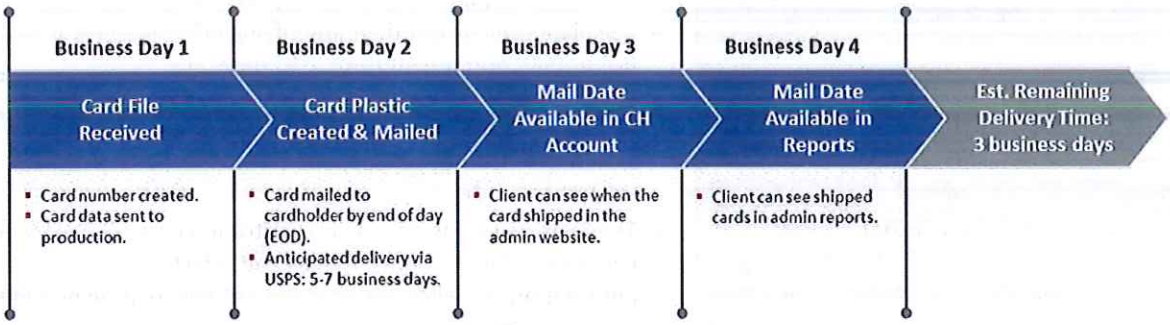
- **In-House Prepaid Transaction Processing Platform**
  - *Scalable, Robust, Reliable* – Capable of managing any program size.
  - *Massive Throughput* – Billions of transactions processed and millions of cards delivered.
  - *Improved Data Security* – Less process vendors, less data hand-offs.
  - *Immediate Access to Innovation* – Clients have closer access to processing innovations in development.
  - *Robust Reporting Suite* – With more access to the raw transactional data, U.S. Bank can provide a more robust suite of reports.
- **In-House Prepaid Call Center Service**
  - *Scalable & Redundant* – Capable of flexing service to meet planned and unplanned call spikes through fully redundant call center locations.
  - *Dedicated Quality Team* – For the express purpose of fully monitoring and auditing the call center agents for quality, consistency and accuracy.
  - *Flexible Call Center Knowledge-base* – For continual education on client program requirements, updates and current trends.
  - *Real-Time Call Escalation* – Designed to provide cardholders with the resources they need to get optimal service in a one-call resolution.
  - *Better Access to Quality Improvement* – Clients no longer have to fight through third-party vendor quality guidelines to affect quality change.

c. Contractor sends new card package to the new account holder within two days and will include the following information:
   1. Debit card in the appropriate color and design for the program
   2. Schedule of fees
   3. Terms and conditions
   4. Information on where and how to use the card

Shipped Card Model – Cards Received within 7-10 Days

Acknowledged. The vast majority of our "shipped" cards are processed and issued into the U.S.P.S. mail stream within 1 business day of receiving the enrollment file from the State, depending on the receipt time of the file. This "shipped" card enrollment model leverages the fulfillment strengths of our only subcontracting partner, Fiserv Output Solutions (FOS) to process and ship individual, personalized cards to cardholders:

Personalized Card Production Process – "Shipped" Card Model



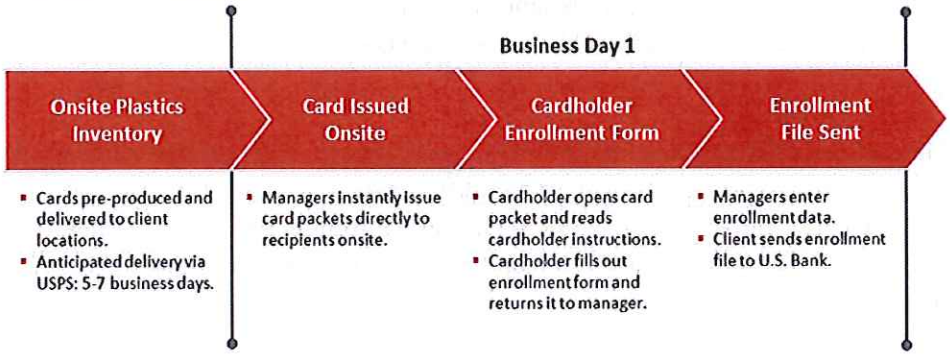
1. Data File Transfer	• The State transmits a data file to U.S. Bank with information for each recipient's name, address, SSN and date of birth. • U.S. Bank returns a data file with each recipient's deposit account number (not the card number) for import into the State's disbursement platform. o *Optional: If the State uses their Unique Account Identifier, then this pass-back file process step is eliminated.*
2. Card Personalization & Delivery	• U.S. Bank sets up debit card account and passes file to Fiserv to produce the cards. • Fiserv Output Solutions (FOS) produces personalized branded cards and ships the cards directly to recipient residences.
3. Card Activation	• Cardholders need to activate their cards by calling the IVR system or registering online at the program website.

usbank. Key Point

A New Way to Issue Government Cards: INSTANT ISSUE

If a "shipped" card process isn't fast enough, U.S. Bank can also offer a faster enrollment and fulfillment model – our Instant Issue model, which deploys non-personalized, instantly issued and funded cards directly to recipients onsite at State locations:

Instant Issuance Card Enrollment Process



1. Card Instantly Issued	• The State will have a stock of "instant issue" kits describing funding options and enrollment instructions and instant issue branded cards. • The State will provide new enrollees with a kit describing their pay choices and enrollment instructions. • Recipients who elect to be paid via a Reliacard will be handed an "instant issue" kit.

2. Enrollment Form	• The "instant issue" carrier has the card's Routing Transit Number (RTN) and ACH direct deposit account number. • Recipients will fill out their identifying information and turn a pre-printed enrollment form in to the State.
3. Data Transfer	• The State will enter new enrollee data and the card RTN and ACH direct deposit account number into your ACH system or will create an Excel spreadsheet for uploading into the U.S. Bank program. • The State will transmit a daily registration data file to U.S. Bank containing the recipients' names and selected other information as well as the card deposit information provided on the card carrier. • If cards are issued one card at a time, then no daily file is sent.
4. Card Activation	• Once registered, recipients will call the IVR system or register the card online to activate the card and the card can be utilized immediately.
5. Card Personalization (if requested)	• If they desire, recipients can request a free personalized branded card with their name embossed from U.S. Bank Customer Service. • The FREE personalized cards will be mailed to their homes and typically will arrive within 7-10 days. • The instant issue card has all of the same features and capabilities as the personalized card.

Prepaid Card Educational Materials & Disclosures

U.S. Bank sends an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents:

Welcome Brochure

- Explains where their card will be accepted for purchases.
- Identifies and explains the use of ATMs that will accept the card.
- Educates cardholders on contacting Customer Service and potential reasons for calling.
- Shows cardholders how to obtain account balance information.
- Differentiates the fact that the card is a debit card – not a credit card.

Card Carrier

- Explains the transition process, reason for getting a new card and new features and benefits.
- Instructs cardholder on proper card activation and PIN selection.
- Educates cardholders on contacting Customer Service and potential reasons for calling.
- Highlights necessary State contact information and potential reasons for calling.
- Describes any program-related usage fees.

Cardholder Agreement

- Contains the Cardholder Agreement (terms and conditions) pertaining to the specific prepaid program.

U.S. Bank's Privacy Pledge Brochure

- Pledges to keep all cardholder information confidential.

- Provides cardholders the option on whether or not to receive other product information from U.S. Bank.

  *Note: Please see **Exhibit IV.D.1.iii.c** for **SAMPLE Marketing Materials.***

d. Cardholder activates the card by dialing the contractors toll free customer service number.

Two Methods for Card Activation

Acknowledged. For our shipped, personalized prepaid cards, cardholders have access to two (2) **cost free** activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

   ***Note:** Please see our response to **Section IV.D.1.I.j** for more information regarding our card activation process.*

e. Cardholder activation is not required prior to loading payments.

Card Activation NOT Required for Loading Payments

Acknowledged. Prepaid cards do not have to be activated for the State to load funds to them.

IV. Demographic Updates:

Each participating State program will have the opinion on how cardholder addresses will be changed. Each State program has listed their specific needs on Form A.

Flexible Demographic Change Processes

Acknowledged. We have provided detailed responses in Forms A2-A13 for each program's desired demographic change process. As government prepaid program leader, we can process them in a variety of ways:

- ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates State systems with a synchronization file each day. We recommend this process for a variety of reasons:
  - ***A Better Cardholder Experience*** – Instead of contacting two separate organizations, the cardholder only needs to contact U.S. Bank and we can take care of it all.
  - ***Reduces Error*** – By contacting two entities and updating information, there's a chance (due to human error and interpretation) that the demographic change information may not be consistent or accurate.
  - ***Around-the-Clock Service*** – If a cardholder were ever to have an emergency during off-business hours, on government holidays, or any other time the State is either unavailable or busy, they may not be able to update their information with both organizations. U.S. Bank's customer service center is open 24x7x365 and can easily offer assistance.

  Over our fourteen-year prepaid history, U.S. Bank has seen numerous situations like stolen cards, domestic living changes and other events that often lead to a cardholder requiring an immediate change of address or other information. In an effort to provide the best possible cardholder experience to State recipients, U.S. Bank is willing to help out in this capacity.

- ***State Controlled Changes (Alternative):*** Although the prepaid card transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
- ***Separately Controlled Changes (Alternative):*** The cardholder must contact both the State and U.S. Bank to change their address with both parties.

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Database Synchronization for Demographic Changes (If Necessary)

Should the State allow U.S. Bank to update demographic information, we can establish an automated nightly batch file exchange with the State in order to keep our cardholder databases in-sync. The exchange of cardholder demographic information can be a two-way street or just-one. Meaning, not only can we send updates to the State based on cardholder requests that we receive, but the State can send and update cardholder information with us as well. We currently use this process across all of our State programs and it allows those states to maximize their cardholder experience. U.S. Bank looks forward to discussing this approach and implementing a solution that fits your needs.

V. Card Loads:

a. Funds will be available to the cardholders at the open of business Central Time on settlement day.

Funding Availability Times Mirror Federal Reserve

Acknowledged. The U.S. Bank ACH Team currently receives files from the Federal Reserve/ACH Clearing House during the following windows:

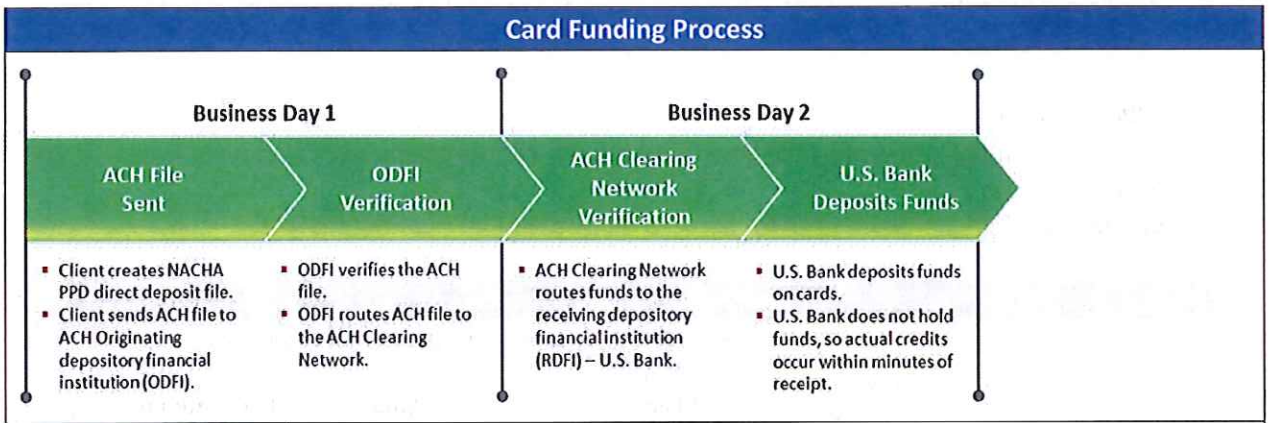
Day	ACH File Submission	Funds Posted to Card Account
Sunday	No Transmissions.	
Monday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Tue)
Tuesday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Wed)
Wednesday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Thu)
Thursday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Fri)
Friday	1:00 AM CT	5:00 AM CT
	4:00 AM CT	8:00 AM CT
	10:30 PM CT	2:00 AM CT (Sat)
Saturday	1:00 AM CT	5:00 AM CT

The date/time that the actual funds will post to a cardholder's card is completely dependent upon when the State initiates the ACH File to the originating depository financial institution (ODFI). We will also post according to whatever the effective date is for each ACH file, which is also controlled by State.

b. Contractor will receive an ACH transaction for loads to the cardholders.

ReliaCard uses Standard NACHA ACH Format – Just like Direct Deposit

Acknowledged. The State will have sole responsibility for initiating card funding transactions through ACH. If the State currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The State will continue to determine the ACH effective date for each outgoing funding file.



1. Data File Transfer	• The State will transmit a funding file (NACHA-approved ACH PPD entry class code) to their ACH originating bank.
2. ACH Bank Verification	• The State's ACH bank verifies the contents of the funding file and passes it to the ACH Clearing Network for distribution.
3. ACH Clearing Network Distribution	• Once the ACH Clearing Network receives the file, they too verify the contents and distribute the funds to the ACH receiving banks (U.S. Bank).
4. Funds Deposited to Cards	• U.S. Bank receives funds and deposits them to individual prepaid cards. • U.S. Bank does not hold cardholder funds, so actual credits to prepaid card accounts occur within minutes of receipt of the funds.

Real-Time Adjustments for Funding Errors

In cases of funding errors, U.S. Bank can assist the state in reversing the funding transactions in real-time by sweeping funds back into the adjustment account.

VI. File Transmissions:

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

a. Connect Direct software
b. SFTP server with public key authentication
c. FTP SSL/TLS server
d. FTP client utilizing VPN

Flexible Menu of File Transfer Protocols (FTPs)

Acknowledged. U.S. Bank can utilize all required FTPs listed above. We engineered our prepaid programs to operate via a variety of file transfer protocols – many of them business standard practices and

existing technologies. This approach gives our clients a tremendous amount of flexibility when choosing prepaid programs. The State doesn't have to conform to one, or two FTPs. For the most part our broad array of protocols match up with virtually all client systems:

Internet Solutions:

- ***HTTPS*** – A secure means of transferring data using Hypertext Transfer Protocol Secure (HTTPS) with Secure Socket Layer (SSL) encryption. For this easy to use solution, you will be given a user ID and password to logon to our secured DDS transmission website to send and receive files over the Internet.
- ***FTPS (SSL)*** – File Transfer Protocol Secure (FTPS) with 128-bit SSL encryption.
- ***SFTP (SSH)*** – Secure File Transfer Protocol (SFTP) with Secure Shell.
- ***Applicability Statement 2 (AS2)*** – A specification for securely exchanging files over the Internet using Multipurpose Internet Mail Extensions (MIME) and HTTP.

Internet VPN Solutions:

- ***FTP*** – A communication protocol governing the file transfer between computers over a TCP/IP network.
- ***Connect: Direct*** – Software used for assured delivery of files over the Internet.

Internet File Transfer Protocols		
HTTPS	Security & Benefits:	• Transmissions are encrypted using 128-bit SSL encryption. • ID and password are encrypted and authenticated to allow confidential access to your data. • No network or firewall changes required for this option.
	Requirements:	• Web browsers utilizing 128-bit SSL encryption (i.e. Internet Explorer version 5.5 or higher, Netscape version 5.0 or higher).
	Optional:	• Pretty Good Privacy (PGP) encryption (SSL required) (additional fees may apply).
FTPS (SSL)	Security & Benefits:	• Transmissions are encrypted using 128-bit SSL encryption. • ID and password are encrypted and authenticated to allow confidential access to your data.
	Requirements:	• FTPS software clients with 128-bit SSL encryption ("Passive Mode" may be required).
	Optional:	• PGP encryption (SSL required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files. • Customer's staff or their software/service vendor may automate transmissions.
SFTP (SSH)	Security & Benefits:	• Transmissions are encrypted using AES 256-CBC encryption techniques. • SSH encrypts authentication and data before sending it over the open network.
	Requirements:	• SFTP software clients with password or SSH public key.

	Optional:	• PGP encryption (SSH 2.0 required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files. • Customer's staff or their software/service vendor may automate transmissions.
Applicability Statement 2 (AS2)	**Security & Benefits:**	• Transmissions are encrypted to ensure only the sender and receiver can view the data. • Designed to push files securely and reliably over the Internet. • Digital signatures ensure authentication. • Non-repudiation of receipt confirms that intended party received the file.
	Requirements:	• Certified AS2 software packages – see http://www.drummondgroup.com . • Supports up to a 100 Megabyte file before compression.
	Optional:	• File compression.
	Other:	• This protocol is not available with U.S. Bank's Image Cash Letter product.

Internet VPN File Transfer Protocols		
FTP	**Security & Benefits:**	• Site-to-Site Internet Protocol Security (IPsec) encrypted tunnel. • ID and password are encrypted and authenticated to allow confidential access to your data.
	Requirements:	• Native FTP software clients. • U.S. Bank requires both a primary and a redundant VPN network connection for disaster recovery purposes.
	Optional:	• PGP encryption (VPN required) (additional fees may apply). • U.S. Bank can initiate the session to send (push) files . • Customer's staff or their software/service vendor may automate transmissions.
Connect: Direct	**Security & Benefits:**	• Site-to-Site IPsec encrypted tunnel. • Advanced security options for perimeter authentication, data privacy and integrity.
	Requirements:	• Sterling Commerce Connect:Direct software. • U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes.
	Optional:	• Connect:Direct Secure+ for advanced security options such as mutual authentication, data encryption (SSL), and cryptographic message integrity checking.
	Other:	• This protocol is not available with U.S. Bank's Image Cash Letter product.

VII. Monthly Reports:

a. Each State program and the State Treasurer's Office will receive monthly reports from the contractor's website or transmitted directly to the State program.

Comprehensive Prepaid Administrative Website

Acknowledged. U.S. Bank's prepaid programs provide a secure, online portal for State administrators to monitor and manage their prepaid campaigns. Current data is available up to the last twelve (12)

months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

- **Cardholder Data Protected by Reg E** – All personal cardholder data is secured and no transaction by the cardholder is viewable by the State.
- **Daily Report Updates** – Reports typically update nightly however queries are available real-time (through the end of the previous day).
- **24x7x365 Availability** – The administrative site is available online at any time. Reports typically update nightly however queries are available real-time (through the end of the previous day) both online and via SFTP.
- **Exportable Reports** – U.S. Bank delivers reporting in either Word or Excel format so clients can adapt them as they see fit. Reports typically update nightly however queries are available real-time.
- **12-Month Data View:** All data is shown for the last twelve months. Data older than 12-months is archived in the system and can be viewed via your assigned Relationship Manager.
- **Report Authorization Structure** – Our reporting package contains an authorization structure to employ multiple levels of reporting for varying degrees of personnel authority. Options to run reports are governed by security access levels.
- **Customizable Reporting Available (optional)** – Our prepaid specialists can collaborate with State administrators to develop custom or ad-hoc reports as needed and essential.

U.S. Bank Prepaid Administrative Website	
Administrator Functionality	**Standard Reporting**
• Card Registration • File Upload • Card Funding • Card Inventory Management • Reporting Access • Demographic Maintenance	• Card Loads • Card Activity Summary • Card Status • Funds Account Reconciliation • Card Inventory Management • Off-Cycle Payment • Fraud Activity • Funding Reject Report • Card Account Detail • Card Inventory

To provide a clear representative sample of our standard reporting suite, we have provided sample Focus Card reports as ***Exhibit IV.D.1.vii.a – Sample Reports*** at the end of this response. While the samples are Focus branded, all our prepaid products utilize our in-house processing system and administrative website.

Acxiom Data Warehouse

In order to provide even more data to our state agencies and corporate clients, U.S. Bank has developed a data warehouse with technology and marketing specialists, Acxiom. This data warehouse is meant to supplement our existing reporting suite and will offer our clients alternative views into their data.

b. Monthly reports tracking financial activity will include:
   1. Summary of the total number of loads and amounts
   2. Summary of the total number of ATM withdrawals and amounts
   3. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash- back combination transactions.
   4. Aggregate account balance at the end of the month

Monthly Monitoring via Standard Online Reporting

Acknowledged. Our standard reporting suite provides the State with the tools to successfully implement, manage and monitor your program, including load, ATM, POS and balance activity:

Standard Program Reporting Overview	
Report Name	**Description**
Card Order	Lists card IDs for card orders to allow you to verify that the funding ID numbers assigned to cardholders are valid.
Card Load	Provides information regarding the loads and reversals made to and from cardholder accounts including ACH, batch and funding/adjustment account transfers.
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, POS, card-to card transactions and product enrollments, along with the dollar amounts for applicable transactions.
Monthly Program Metric Report	Summary of card usage/program statistics on a monthly basis, cumulative throughout a calendar year.
Card Status	Provides a summary of the card count, card statuses, and replacement requests for a program.
Funding Reject	Lists cardholder accounts where loads have been rejected.
Card Account Detail	Provides a summary of cardholder information such as account & routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
Indicative Data Change Report	Summary of all cardholder accounts which had demographic data changes within a specific program.
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as invalid Social Security Numbers, dates of birth or zip codes.
Account Reconciliation	Provides the beginning and ending balances for your funding and adjustment accounts and all debits and credits within the period for batch and online manual payments.

- All reports are available through the U.S. Bank Prepaid Administrative Website and/or SFTP/Data Transmission.
- Access to specific reports is defined by your level of access within the Administrative Website.
- Reports are executed in real time and can be exported into Excel or Word for easy recording and analysis.
- "Current" data is defined as through the end of the previous day.
- Customize your reports by: daily, monthly or by date range.

NOTE: the date range for any report is limited to 31 days.

c. Monthly reports tracking cardholder activity will include:
   1. Summary of activated, active, inactive, closed, and escheated accounts.
   2. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded.
   3. Summary of the top market segments broken down by type, number of purchase transactions and the percentage of the total monthly sales for each ranked from highest to lowest.

Monthly Monitoring via Standard Online Reporting

Acknowledged. Our standard reporting suite provides the State with the tools to successfully implement, manage and monitor your program, including card activity, status and POS breakdowns.

> ***Note:*** *Please see our response to* ***Section IV.D.1.vii.b*** *for more information regarding our standard prepaid reports.*

Exportable and Custom Reports

Additionally, if our standard suite doesn't have a report matching the State's exact need, administrators can always export reports into Excel and cross-reference data to achieve the desired data results. As a final resort, your dedicated Relationship Manager, supported by our prepaid technical team, can work with you to develop any necessary and qualified custom reporting needs.

d. Monthly reports tracking customer service activity:
   1. Summary of the live calls accepted, answered, abandoned, abandoned < 15 seconds, average speed of answer, and average talk time per call.
   2. Summary of the IVR calls accepted and the total talk time for accepted calls.

Managed by Call Center Metrics

Acknowledged. As part of our acquisition of FSV Payment Systems, Inc; U.S. Bank Prepaid now has our very own in-house call center support. This addition gives us unprecedented control over the quality of the customer service provided for our prepaid programs. Much of this control comes in the form of frequent and rigorous metric measurements to ensure we're consistently meeting industry standards. Highlights of the last year include:

- Near 85% average service level for the year
- Abandonment rate stayed well under 3%.
- Average handle time scored well under the 5 minute industry norm.
- Average speed of answer never breached 20 seconds.
- IVR usage never dipped below 90%.

U.S. Bank Prepaid Call Center Metrics (SAMPLE)						
Month	*IVR*	*Live Agent*	*SL %**	*ABD%*	*AHT*	*ASA*
Aug-13	5,284,297	351,462	86.40%	1.69%	03:26	00:16
Sep-13	4,592,623	310,054	90.08%	1.06%	03:19	00:12
Oct-13	4,889,069	344,711	85.36%	2.18%	03:19	00:20
Nov-13	4,557,814	319,577	84.76%	2.17%	03:17	00:18
Dec-13	5,158,561	340,987	86.37%	1.86%	03:18	00:16
Jan-13	4,400,363	325,140	85.49%	1.98%	03:16	00:17
Feb-13	3,785,157	295,662	82.65%	2.31%	03:09	00:18

Mar-13	3,757,337	289,489	81.35%	2.56%	03:14	00:20
Apr-13	3,862,066	293,203	83.45%	2.65%	03:18	00:20
May-14	4,283,289	316,811	84.52%	2.64%	03:22	00:20
Jun-14	3,951,273	296,908	84.44%	2.22%	03:26	00:17
Jul-14	4,649,720	423,524	85.62%	2.51%	03:29	00:19

**Note: Service level is measured in percent of calls answered within 45 seconds or less.*

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Program-Specific Call Center Reporting

Since we can assign a dedicated 1-800# to each State ReliaCard and Focus program, U.S. Bank can provide our state clients with program-specific call center reporting. Prior to this enhancement, call center data was reported from a product level with no real insights into program-specific call center trends and monitoring. Now U.S. Bank can monitor program-level trends and develop corrective actions much faster and with far better accuracy.

VIII. Annual Reviews:

a. Annual reviews will be up to the contractor to be held in person or in a conference call.

Annual, Onsite Program Business Review

Acknowledged. We aim to conduct all annual business reviews onsite in Nebraska, unless an unavoidable scheduling conflict occurs. We actually just concluded our annual review with the State on September 8th, 2014, presented by your dedicated relationship manager, Susan Trammel, and your overall banking relationship manager, Greer Almquist.

> ***Note:*** *Please see our response to* ***Section IV.C.3.i*** *for more information regarding our annual review process with the State.*

b. Contractor will supply annual reports per agency tracking financial activity to include:
   1. Summary of the total number of loads and amounts
   2. Summary of the total number of ATM withdrawals and amounts
   3. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash- back combination transactions.
   4. Aggregate account balance at the end of the month
   5. Summary of activated, active, inactive, closed, and escheated accounts.
   6. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded

Annual Program Report

Acknowledged. U.S. Bank has provided these reports in conjunction with our annual business review with the State for over ten (10) years. We actually just concluded our annual review with the State on September 8th, 2014.

> ***Note:*** *Please see* ***Exhibit IV.D.1.viii.b*** *for a copy of Annual Business Review delivered to the State this year.*

IX. Customer Service:

a. Contractor will supply a toll-free number for customer service calls for both the cardholders and the State program staff.

COST FREE, 24x7x365, Multi-Channel Customer Service

Acknowledged. All State prepaid programs will have a dedicated, toll-free number for cardholders to inquire about customer service. Furthermore, U.S. Bank believes that the cardholder should have virtually every avenue available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package around our cardholders – to give them the personal, self-service and proactive means to understand their account activity better:

- ***Program Website*** – Cardholders can simply login to the ReliaCard program website to manage their account at any time.
- ***Mobile Banking App*** – Cardholders can check the account balance, and view mini-statements on-the-go.
- ***Automated IVR Assistance*** – A user-friendly and automated response system to get answers quickly and easily.
- ***Live Agent Support*** – Provided by English/Spanish-speaking customer service representatives with an additional 170 languages of support.
  - Dedicated, Toll-FREE # for the State program.
- ***Text-2-Text Inquiries*** – Besides proactive, automated alerts, cardholders can also engage in two-way text inquiries to get critical account information as well.
- ***Mobile and Email Alerts*** – Cardholders can enroll in automated alerts for a variety of notices.
- ***ATM Balance Inquiries*** – Cardholders can obtain a balance inquiry via any Visa PLUS, U.S. Bank, MoneyPass or Allpoint ATMs.
- ***Mailed Disclosures*** – Throughout the lifetime of the program, cardholders will receive compliance disclosures, statements and other communications via the mail.

usbank. Key Point

Dedicated Toll-FREE Customer Support Numbers

As part of our migration to our new, in-house prepaid processing platform, all State prepaid programs will have their own dedicated, toll-free number for cardholders to inquire about customer service. On our old platform, all product programs were rolled up under one general toll-FREE number. With this enhancement, U.S. Bank can provide your cardholders more specialized service and your administrators will get more salient, actionable call center reporting.

Note: *As of this RFP, only the ReliaCard and Focus Card programs are being outfitted with dedicated toll-free customer service numbers. Current and future PayCard programs may or may not utilize this functionality due to program constraints and differences.*

Dedicated Relationship Manager Assigned to the State

To ensure the State receives the utmost in quality client service, U.S. Bank will assign a dedicated Relationship Manager to the State and all its prepaid programs – one of our most-seasoned prepaid experts, Susan Trammel.

Primary Program Contact	
Name:	Susan Trammel
Title:	Relationship Manager
Address:	200 S. 6th Street Minneapolis, MN 55402
Phone:	(612) 973-1895
Email:	susan.trammel@usbank.com

Secondary Program Contact	
Name:	Diane Rector
Title:	Sr. Relationship Manager
Address:	777 E Wisconsin Ave Milwaukee, WI 53202
Phone:	(414) 765-4877
Email:	diane.rector@usbank.com

Susan will be your primary contact for all matters regarding your prepaid programs, generally providing a response within one business day or less on all program matters, including, but not limited to: account reconciliation, account closures, and accounts labeled as fraud, etc. Having the full support of the entire U.S. Bank Prepaid Support Team, she'll be available every day, during normal business hours – 8:00 A.M. to 5:00 P.M. Central Time to assist State program administrators in the management of the program, including, but not limited to:

- Strategic Planning and Requirements Documentation
- Project Communication Development and Maintenance
- Program Consultation, Design and Setup
- Comprehensive Testing and Implementation
- Continual Program Monitoring and Maintenance

Susan uses numerous touchpoints to communicate with the state, including: web, phone, mobile and email correspondence, and standardized or customized reports.

b. Customer service staff should be available to the cardholders 24 hours a day, 7 days a week, 365/366 days a year.

COST FREE, 24x7x365, Multi-Channel Customer Service

Acknowledged. All State prepaid programs will have a dedicated, toll-free number for cardholders to inquire about customer service 24x7x365. Furthermore, U.S. Bank believes that the cardholder should have virtually every avenue available to them to access their account or get answers to their questions. That's why we designed a 24x7x365, multi-channel customer service package around our cardholders – to give them the personal, self-service and proactive means to understand their account activity better.

Note: *Please see our response to* ***Section IV.D.1.ix.a*** *for more information regarding our multi-channel customer service platform.*

c. Customer service staff should be able to:
   1. Access cardholder account balances,
   2. General transaction inquiries,
   3. Reporting of lost/damaged/stolen cards,
   4. Handle disputed transactions,
   5. Provide cardholder funds availability
   6. PIN selection/change
   7. Transactions history information

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Comprehensive Functionality and Customer Service Applications

Acknowledged. Easy access to customer service is one thing, but customers also require a broad array of customer service functionality and applications. Across our multi-channel platform, State cardholders can service a variety of their needs, including:

U.S. Bank Prepaid Customer Service Applications								
Application	*Web*	*Mobile*	*Text*	*Email*	*Live*	*IVR*	*Mail*	*ATM*
View Balance	X	X			X	X		X
View Transaction History	X	X				X		
FAQs	X	X						
Text/Email Alerts Registration	X	X						
Contact Us	X	X						
"In-Network" ATM Locator	X	X						
Card-2-Card Transfer	X	X						
Card Activation/PIN Selection	X					X		
View/Print Statement	X						X	
Display ACH Direct Deposit Info	X							
View/Print Terms and Conditions	X							
Display fee Schedule	X							
Display Privacy Policy	X							
Online Bill Payment	X							
Customer Data Updates	X				X			
Update Customer Information					X			
Report Lost or Stolen Card					X			
Dispute a Transaction					X			
Name/Address Change					X			
Compliance Disclosures					X		X	
Welcome Message			X	X				
Marketing Messages			X	X				
Low Balance Alert			X	X				
Money Loaded Alert			X	X				
POS Authorization Alert			X	X				
Decline Alert			X	X				
Card Shipped			X	X				
ATM/POS Decline			X	X				
POS Pre-Authorization			X	X				
Purchase Alert			X	X				
Help Message			X					
View Balance (2-Way-Text)			X					
Transaction History (2-Way-Text)			X					
View Savings Balance (2-Way-Text)			X					
Online Statement Message Alert			X*	X				
PIN or Passcode Update	X					X		

**Note: Denotes a feature that is COMING SOON from our product/feature development roadmap.*

X. Secondary Card:

a. Each program has the option to permit the cardholder with a secondary card, if the Cardholder requests an additional card. The secondary card will access the Primary Cardholder's Account. The Primary Cardholder is at all times liable and responsible for all transactions, fees, negative balances and all other activity with respect to the Secondary Card. The Secondary Card may be used in the same manner as the Primary Cardholder's Card. The holder of a Secondary Card may report the Secondary Card as lost or stolen, but all other Account maintenance can only be performed by the Primary Cardholder. The Secondary Card shall be governed by the terms and conditions of the Card.

Add-a-Card Feature (Secondary Cards)

Acknowledged. Our Add-a-Card feature gives cardholders the ability to order joint-account cards for a spouse, family member or friend. Both cardholders have access to the same card account balance, features, and benefits.

If the Primary Cardholder desires to terminate the authority of the holder of the Secondary Card to access the Primary Cardholder's Account, the Primary Cardholder must recover the Secondary Card from that person, destroy the Secondary Card, and call the contractor to provide notice that there is no longer a Secondary Card. The Primary Cardholder will continue to be liable and responsible for all transactions, fees, negative balances and other activity resulting from continued use of the Secondary Card unless the Primary Cardholder requests the contractor to cancel all of the Primary Cardholder's Cards and issue a replacement Card. In addition, if the Primary Cardholder notifies the contractor that a Secondary Card is terminated, contractor may elect to cancel all of the Primary Cardholder's Cards and to issue a replacement Card. If the Primary Cardholder notifies contractor of the Secondary Card termination and request that, or contractor elects to, cancel all of the Primary Cardholder's Cards, the Primary Cardholder will not have access to the Primary Cardholder's Account until the replacement Card is received by the Primary Cardholder.

Closing Secondary Cards

Acknowledged. Our Add-a-Card feature allows the cardholder the ability to contact customer service to close out the secondary card, if desired.

2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)

Location of Program Recipients:

88.67% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing within Nebraska. 10.28% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing in other states (can provide a complete breakdown on the states). 1.05% of current payments are sent by paper warrant to recipients residing within a foreign country (can provide a complete breakdown on the countries).

ReliaCard is Accepted Anywhere Visa Debit is Accepted – Including International

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted, even internationally. With over 38 million POS locations, State cardholders will have no problem using their card with ease.

usbank. Key Point

Marketing Support to Generate Higher Adoption Rates

The main challenge in implementing a prepaid card program is that recipients will not enroll in the program due to a lack of education about the benefits that come with the card. That's why U.S. Bank will collaborate with the State to develop a strategic marketing campaign to educate paper warrant recipients and encourage full participation. Our proven prepaid adoption rates start here, where we isolate the drivers associated with your employees

and their acceptance of the prepaid card. From there, we're able to design the informational collateral needed to drive higher adoption rates and ultimately generate additional savings for the State.

COST FREE Comprehensive Marketing Support

U.S. Bank will provide, in collaboration with key State administrators, a **Comprehensive Marketing Plan** designed to encourage proper use of the prepaid card programs. We view cardholder marketing and manager training as two of the most important components of a successful prepaid debit card solution. In this area, U.S. Bank provides an unmatched level of marketing strategy support covering:

- **Pre-Implementation**
  - Initial Card Outreach Plan
  - Initial Communication Strategy
  - Customizable Marketing Materials
- **Ongoing or Continual**
  - Recipient Education Strategy
  - New Recipient Enrollment
  - Updating Marketing Materials

usbank. Key Point

Customized Marketing Materials

In order to drive more prepaid card enrollments, U.S. Bank will provide continual, standard (logo added) marketing support and assistance to effectively "engage" the use of prepaid cards across your programs, using a variety of marketing tactics to achieve our goals:

- **Electronic & Online Marketing** – Using online FAQs, presentations, training DVDs, videos, online web streaming and websites to keep the prepaid program in constant view of the recipient base.
- **Print Marketing** – Using print or POS marketing like banners, brochures, signage, hardcopy FAQs, newsletters and inserts to help saturate the Focus message in the print space.

Our ability to continually maintain promotional marketing throughout the lifetime of a program is a clear competitive advantage.

Program Description:

The NCSPC working with the Nebraska Department of Health and Human Services (DHHS) disburses child support and spousal support payments for the State of Nebraska. Payments are receipted in from employers, non-custodial parties, other State Disbursement Units, financial institutions, government agencies to include the IRS, Nebraska Department of Labor, Nebraska Unclaimed Property, Nebraska Lottery, and others. Federal guidelines require allocation and disbursement of these monies with two business days. Disbursements are made Monday through Friday excluding holidays.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Child Support Payment Center portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-

leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A3 – Form A.3*** *for additional information regarding our existing ReliaCard solution in place for the NCSPC.*

Provider enrollment process:
The custodial party (CP) is required to enroll for direct deposit or an electronic payment card. The NCSPC has an application which reviews the daily paper warrants mailed out. This application generates a form letter requesting the CP to choose between the two electronic means of disbursement or apply for an exemption. The CP's can at any time voluntarily enroll via mail-in form or online at the NCSPC website www.nebraskachildsupport.com. If the CP does not voluntarily enroll after the form letter enrollment processes, the CP is automatically enrolled. The contractor mails a card package to the CP. After seven days, payments begin to load to the card.

NCSPC can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NCSPC sees fit. If the NCSPC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
An electronic file of the cardholder information is sent on a daily basis to the contractor. The NCSPC also has access to a contractor operated website where enrollment can be made manually in case there are file transmission problems. The same information is provided when enrolling via the contractor's website.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies as the NCSPC sees fit. Currently the NCSPC uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the NCSPC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Once the enrollment file is received by the contractor, a card package is mailed to the CP. The CP activates the card by dialing the contractor's toll free customer service number. Upon activation with the contractor, an acceptance file is sent from the contractor to the NCSPC and immediately following this, payments begin being loaded to the card.

Standard, Personalized Card Shipping – 7-10 Days

U.S. Bank will simply continue to support the existing personalized card production and shipping process as the NCSPC sees fit. Currently the NCSPC uses our standard ReliaCard plastic design, delivered via our shipped card process using the U.S.P.S. If the NCSPC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery capabilities.*

If a card which has not been activated seven days after the NCSPC has automatically enrolled the CP, future payments will be loaded to the card. A letter will be generated notifying the CP of the funds loaded to the funds.

Inactivated Card Communications – Future Development

While the current process doesn't currently utilize this process, U.S. Bank is willing to entertain the process given it presents a cost-efficient and effective communication practice for both the NCSPC and U.S. Bank. We look forward to discussing this new procedural element in the future.

3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
A. PROVIDERS
Location of Program Recipients:
United States. Recipients are almost entirely in Nebraska, with very few providers in adjoining states.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DHHS cardholders will have no problem using their card with ease.

Program Description:
Individual providers have the option to receive payment by direct deposit or electronic payment cards (EPC). Individuals may provide child care, escort service, chore service, respite care, transportation, etc. for qualifying DHHS clients.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Department of Health & Human Services portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A4 – Form A.4*** *for additional information regarding our existing ReliaCard solution in place for the DHHS.*

Provider enrollment process:

There are two scenarios:

1. Local office worker offers the payment options to provider as they are enrolled. The provider completes an authorization form, submits it to DHHS. DHHS employees update a computer system to generate a file to the Contractor.
2. If the provider does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

DHHS can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the DHHS ReliaCard program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, DHHS admins can register and issue a non-personalized, ReliaCard directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

State to contractor enrollment process:
DHHS sends a daily electronic file to the Contractor. Contractor creates an account and mails an EPC to the enrollee, who must call the toll-free number to activate the card. The Contractor sends DHHS a daily electronic file notifying DHHS of cards activated. Any payments DHHS generates for that provider go to the EPC regardless of whether the card is activated or not.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies as the DHHS sees fit. Currently the DHHS uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DHHS requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

B. GRANTS
Location of Program Recipients:
Nebraska residency is a program eligibility requirement, but temporary absence from the state is permissible.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DHHS cardholders will have no problem using their card with ease.

Program Description:
The purpose of Aid to Dependent Children (ADC) is to maintain dependent children in their own homes if possible and to assist parents to provide care essential to healthy growth and development of children. Assistance through ADC provides financial aid to needy dependent children and to needy parents or relatives with whom the children are living. The purpose of this assistance is to strengthen family life and help parents to reach and maintain self-sufficiency and independence.

The AABD Program was established to provide financial aid and medical assistance to persons in need who are age 65 and older, or who are age 64 and younger and blind or disabled according to the Retirement, Survivors, and Disabled Insurance (RSDI)/Supplemental Security Income (SSI) Program definition of blindness or disability (see 469 NAC 2-007.02).

The State Disability Program was established to provide financial aid and medical assistance to persons who are blind or disabled and who meet the program definition of blindness or disability (see 469 NAC 2-007.02) but do not meet the durational requirements.

The purpose of the Child Welfare Payment and Medical Services Program is to provide payments and/or medical assistance for wards, former wards, children who are being adopted with a subsidy, families of wards or children at risk of becoming wards, foster parents, and families receiving guardianship subsidy.

Independent Living provides payment for a DHHS ward age 16 or older. The DHHS worker and the ward develop a plan involving education or a training program.

The Low Income Energy Assistance Program (LIHEAP) helps people with limited incomes offset the cost of heating and cooling their homes. In most instances the LIHEAP payment is sent to the utility providers however in certain situations, the payment is made directly to the client. Some of these payments are made to the EPC.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

Like the Nebraska Department of Health & Human Services portion in ***Section A*** above, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard – for these programs as well.

> ***Note:*** *Please see our response to* ***Exhibit A4 – Form A.4*** *for additional information regarding our existing ReliaCard solution in place for the DHHS.*

Program client enrollment process:
Local office DHHS caseworkers or ACCESSNebraska staff will determine eligibility for one or more of the programs listed above. They also offer cash grant recipients the option of receiving payments via direct deposit or EPC. DHHS staff updates NFOCUS with requests for the EPC and retain a record of the request in the case file. Future payments are then generated to the contractor.

If the client does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

DHHS can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy on the programs above as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank. Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for these programs as well is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, DHHS admins can register and issue a non-personalized, ReliaCard directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

State to contractor enrollment process:
DHHS sends a daily electronic file to the contractor. Contractor creates an account and mails a card to the enrollee, who must call the toll-free number to activate the card. The contractor sends DHHS an electronic file notifying of the card activation; any payments DHHS generates after that go to the card.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs as the DHHS sees fit. Currently the DHHS uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DHHS requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

4. NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

Location of Program Recipients:

United States - including US territories: Puerto Rico and US Virgin Islands. International – Canada.

ReliaCard is Accepted Anywhere Visa Debit is Accepted – Including International

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, DOL cardholders will have no problem using their card with ease.

Program Description:

Unemployment Insurance pays benefits to those unemployed and underemployed individuals who meet monetary and other eligibility criteria. Nebraska pays benefits on a weekly basis. Payments are currently about 35% debit cards and 65% direct deposits. Payments increase in the winter months when seasonal companies experience layoffs.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Unemployment Insurance portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A5 – Form A.5*** *for additional information regarding our existing ReliaCard solution in place for the DOL.*

Provider enrollment process:

Claimant files claim and selects method of payment through automated phone system or Internet. Claimant can change method of payment throughout the time of claim.This is unlimited. Claimants that select debit card, then to direct deposit and back to debit card during the same claim year will have deposits made on the initial debit card account. If the claimant does not have their card, they will be told to contact the contractor directly to obtain a replacement card. A new enrollment is not sent.

DOL can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy on the programs above as the DHHS sees fit. If the DHHS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
An electronic file is sent on a daily basis with cardholder information. A new claim means a new card enrollment and a new card will be sent to the claimant. An enrollment for a debit card is sent when the claimant meets the first week of eligibility or is in a pay status. DOL will only send one enrollment per the life of a claim (no more than a 52 week period). There may be exceptions with Trade and Extended Unemployment Compensation (EUC) claims which may allow payments to be made on a claim beyond a 52 week period.

Multiple Enrollment Methods Possible – Connect: Direct & Admin Website
U.S. Bank will simply continue to support the existing enrollment methodologies on these programs as the DOL sees fit. Currently the DOL uses either Connect: Direct FTP enrollment or enrollment via the ReliaCard administrative website. If the DOL requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

5. UNIVERSITY OF NEBRASKA – STIPENDS
Location of Program Recipients:
United States and International.

Focus Card is Accepted Anywhere Visa Debit is Accepted – Including International
Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, University cardholders will have no problem using their card with ease.

Program Description:
The Athletic Department began using the Card program in August 2010 to load Athlete payments on a debit card. The program was used to eliminate the need for state warrants. The program is mandatory for all University student athletes. Their scholarship payments, reimbursement for books and supplies, meal money and any other payments are all "loaded" on their card.

U.S. Bank Focus Card™ – A COST FREE Solution to Manage Daily Expenses
For the University stipend portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. The Focus Card is a simple and cost-effective way for campus administrators to effectively control and manage everyday business, travel expenses and stipends. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications
- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Stipends

Our new Focus Card™ is the replacement product for our sunsetting AccelaPay® product. Focus contains all the same features and benefits contained in the AccelaPay card with a few additional benefits, including:

- ***Onsite Instant Card Issuance*** – Non-personalized cards can be registered and issued onsite to employees and students.
- ***Prepaid Savings Account*** – Opening an interest-bearing Savings Account makes it easy for cardholders to save money with automatic transfers from their card accounts.
- ***Cashback Rewards*** – Automatic cashback rewards are generated based off cardholder purchase history and deposited directly into the card account each month.
- ***Mobile Banking App*** – Cardholders can check the account balance, and view mini-statements on-the-go.
- ***Practical Money Skills*** – An educator-developed and educator-approved program designed to help consumers and students of all ages learn the essentials of personal finance.
- ***Reload Networks*** – U.S. Bank has partnerships with leading reload networks, which makes it easy and convenient for cardholders to add cash to their card account. Partnerships include Greendot® and Visa ReadyLink.
- ***ChekToday Convenience Checks (optional)*** – Cardholders can cash out their full balance using our ChekToday convenience feature.

Note: *Please see our response to* ***Exhibit A6 – Form A.6*** *for additional information regarding our Focus Card solution recommended for the University.*

Provider enrollment process:
The Athletic Compliance Office gathers the information from the student athletes that are required to enroll each athlete in the card program. The information is submitted via a spreadsheet upload for high volume periods and entered on the website for individual enrollments. Due to students changing addresses frequently, we have the Financial Institution mail all cards to the Athletic Business Office.

Multiple Enrollment Methods Possible – Excel Spreadsheet & Admin Website

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the University sees fit. Currently the University uses either an Excel spreadsheet upload function or enrollment via the ReliaCard administrative website. If the University requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank. Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the University Stipend program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, University admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

Note: *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery processes.*

6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center
Location of Program Recipients:

- Community Correctional Center, located in Omaha, NE – average population FY14 including furloughs - 179
- Community Correctional Center, located in Lincoln, NE - average population FY14 including furloughs - 415

PayCard is Accepted Anywhere Visa Debit is Accepted

PayCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DOC cardholders will have no problem using their card with ease.

Program Description:
NDCS provides inmates housed in two community correctional centers and on the Release Furlough Program (RFP) with a Visa branded prepaid stored value card in order to help them transition to living in society.

Élan PayCard – A Paperless Payment Method for DOC

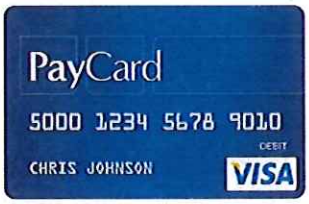
For the DOC-Work Release portion to this RFP, U.S. Bank plans to use our existing AccelaPay® card – the same prepaid solution currently deployed for the State and this application – until our NEW Élan PayCard solution is developed. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. Once that product is created, we will migrate the DOC-Work Release program to that product as well. The New Élan PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.

Current – 2015

AccelaPay DOC Applications

- Work Release (reloadable)

2015 – Future



PayCard DOC Applications

- Work Release (reloadable)
- Inmate Release (non-reloadable)

For purposes of RFP presentation for this section, U.S. Bank has chosen to highlight the NEW Élan PayCard solution on FSV, rather than the existing AccelaPay solution. We believe it offers a better mix of features and functionality than our sunset AccelaPay product.

Note: *Please see our response to* ***Exhibit A7 – Form A.7*** *for additional information regarding our PayCard solution recommended for the DOC.*

A prepaid debit card is used for making purchases or obtaining cash via an ATM. An inmate can be housed in a community correctional center for a period of a few weeks to a few years depending on their case. The community correctional centers allow inmates a limited amount of cash. Inmates obtain cash via the ATM at the facility or ATM's in the community.

PayCards will Contain POS Purchase Capability and ATM Cash Access

Like the current AccelaPay Card, the future PayCard product will be built to contain the same card capabilities, including POS purchase capability and ATM cash access.

NDCS will load cards 2 times weekly for amounts ranging from $5 - $1500 per inmate. At times circumstances will exist that require an emergency load of funds for immediate need, so a method must be provided for this to occur. A load file will be transferred from NDCS to the contractor. The funding transaction will be sent thru the State Accounting System. Cards may be used at point of sale locations and ATM's outside the facility.

PayCard will Use Standard NACHA ACH Format – Just like Direct Deposit

The DOC will have sole responsibility for initiating card funding transactions through ACH. If the DOC currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The DOC will continue to determine the ACH effective date for each outgoing funding file.

> ***Note:*** *Please see our response to* ***Section IV.D.1.v.b*** *for additional information regarding our ACH card funding process.*

Adjustment Account Funding Available

If ACH funding isn't preferred for the DOC programs, U.S. Bank has an alternative funding option – our Adjustment Account funding. U.S. Bank can create this adjustment account to sit behind all the DOC prepaid cards. The State can fund this adjustment account and from there, program administrators can add or sweep back funds to and from the cards in real-time.

NDCS will require the cards issued under this program to have certain Merchant Category Codes blocked in order to restrict access to purchases inmates are not allowed to make while living in Community Correctional Centers. Inmates living in community correctional centers are responsible to manage their cash/purchases within NDCS rules and regulations.

PayCard can Block MCC Codes

PayCards come with the ability to block MCC codes. Currently, our AccelaPay product utilizes these MCC blocks and our new PayCard product will mimic those capabilities.

While MCC blocks present a good tool to modify purchase behavior for cards that utilize government-owned funds or aim to curb behaviors, when applied to card programs that utilize cardholder-claimed funds, it often upsets the cardholder experience and could potentially lead to negative public exposure. As the State can understand, U.S. Bank would prefer to mitigate as much of that risk as possible.

In order to regulate these purchases, NDCS requires certain staff to be able to access online, real time transaction information on the cards issued under this program. Available information must include: vendor, transaction amount, and date of transaction. A method for staff and inmates to obtain balance on the card is required. Ability to track purchases is required for NDCS staff to assure that inmates have only been to authorized locations.

Comprehensive Prepaid Administrative Website

DOC administrators will have access to our administrative website – a comprehensive tool for program maintenance and reporting. Current data is available up to the last twelve (12) months. Data older than that is archived. This comprehensive website rolls all program maintenance functions into one, user-friendly interface to make management of cards as simple as possible:

> ***Note:*** *Please see our response to* ***Section IV.C.3.h*** *for additional information regarding our online administrative website.*

NDCS also desires to limit daily withdrawals and daily point of sale transactions per day. The bidder should provide information on the possible type of limitations available. Following are the current restrictions:

- One (1) ATM withdrawal per day not to exceed $40
- Five (5) PIN- Based Point of Sale (POS) transactions per day not to exceed $300 in total
- Five (5) Signature Based POS transactions per day not to exceed $300 in total
- No withdrawals of cash at a bank via a teller
- No pay at the pump use
- No website access

Variable Withdrawal and Usage Limits to Prevent Fraud

Although we can configure unlimited transactional limits, U.S. Bank does recommend using limits to mitigate potential fraud. U.S. Bank has the ability to set up each program with different transaction parameters – each configurable by the State. These parameters are in place to establish a reasonable balance between the needs of our cardholders and a safeguard in the event the card is stolen and used fraudulently. Our standard default parameters are set as follows:

ReliaCard Transaction Limits		
Card Transaction Limits	***Count***	***Amount***
Maximum Card Balance	N/A	$40,000
Purchases (includes cash back)	20 per day	$4,000 per transaction
Teller Cash Withdrawal	2 per day	$1,025 per day
ATM Withdrawal	10 per day	$1,025 per day
Loads or Deposits	10 per day	$20,000 per day
Signature-based POS returns	4 per day	N/A
Pending ACH Credits	5 per day	$5,000 per day
ACH Loads	10 per day	$20,000 per day

Focus Card Transaction Limits		
Card Transaction Limits	***Count***	***Amount***
Maximum Card Balance	N/A	$40,000
Purchases (includes cash back)	20 per day	$4,000 per transaction
Cash Loads (Focus Card Only)	3 per day	$950 per day
Teller Cash Withdrawal	5 per day	$2,525 per day
ATM Withdrawal	5 per day	$1,525 per day

Loads or Deposits	10 per day	$20,000 per day
Signature-based POS returns	4 per day	N/A
Pending ACH Credits	5 per day	$5,000 per day
ACH Loads	5 per day	$20,000 per day

While the above limits are used as prepaid industry best practices to deter fraud, U.S. Bank can configure the ATM and Teller limits to match certain State needs, where applicable.

Replacement method for lost cards must be outlined along with costs. All costs associated with the prepaid cards must be identified; however, the following costs must be specifically addressed: card issuance, loading amounts on the card, point of sale, ATM withdrawals, including the frequency inmates can make a withdrawal at the facility ATM if it is not associated with your bank and not pay a fee. Bidder must explain process that NDCS will use for loading amounts on the cards and when the funds are available.

Replacement Cards

With the planned PayCard product, DOC cardholders will have two options to request replacement cards:

- ***Instant Issue Card Replacement:*** If instant issue cards are used, the cardholder can see an onsite administrator to receive an immediate replacement card.
- ***Shipped Card Replacement:*** Cardholders can always call our customer service line to request a replacement card shipped to them.

> ***Note:*** *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for our PayCard solution.*

PayCard Pricing

As instructed in the RFP requirements, we have provided a summary of fees in our separate Pricing Response, as well as in a separate exhibit.

> ***Note:*** *Please see our response to* ***Exhibit A14 – Form A.14*** *for a comprehensive pricing matrix for all prepaid products offered in our solution.*

PayCard will Use Standard NACHA ACH Format – Just like Direct Deposit

The DOC will have sole responsibility for initiating card funding transactions through ACH. If the DOC currently determines the ACH "effective date" when making direct deposits via your ACH-originating bank, then this process will not change when making deposits to U.S. Bank prepaid accounts. The DOC will continue to determine the ACH effective date for each outgoing funding file.

> ***Note:*** *Please see our response to* ***Section IV.D.1.v.b*** *for additional information regarding our ACH card funding process.*

7. NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program
Implementation Date:
Potential future program (next two or three years)

Location of Program Recipients:
In the United States.

PayCard is Accepted Anywhere Visa Debit is Accepted

PayCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, DOC cardholders will have no problem using their card with ease.

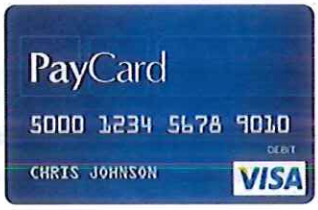
Program Description:
Approximately 250 of the approximate 300 eligible inmates a month are released either by discharge or following the inmate parole hearing. Inmate parole hearings are held at each correctional facility approximately 1-2 days a month depending on the number of cases scheduled. Inmates are released either by discharge or parole from 10 facilities across the State of Nebraska. NDCS Accounting must prepare release statements and checks for the balance of their various inmate accounts. Inmates are eligible to have multiple accounts as a part of the inmate trust system. The release statement and check are sent to the institution pending the inmate's parole. Currently, if the inmate is paroled the check is issued to the inmate and then the inmate cashes the check upon release. If the parole is denied the check is returned to NDCS Accounting, voided, and the funds returned to the inmate's accounts.

Inmates have experienced increased difficulty in cashing the release checks. NDCS is interested in issuing a prepaid debit card to discharged and parole eligible inmates in lieu of check payments. At times released inmates are transported directly to bus depots, etc. Often a bank is not open due to releases occurring on holidays and weekends or the time of day that an inmate is transported to the bus depot.

Approximately 7000 checks are issued to released inmates annually (this includes subsequent payments after release for inmate pay and certain refunds). Release checks can range from a few dollars to thousands of dollars. Some inmates will have significant amounts in their accounts due to work release or private venture employment, savings programs, and various funds they may receive from outside sources. Most inmates receive at least one additional check after they are released and some two depending on when inmate payroll is posted. Generally, about 350 checks are issued each month to released and paroled inmates. A method for issuing a card and being able to reload amounts would save a significant amount of time in NDCS Accounting. Released inmates receiving a card for release funds will be given an option to call and activate the cards prior to leaving the correctional facility.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Inmate Release portion to this RFP, U.S. Bank plans to collaborate with the State to design a NEW Élan PayCard product built in time for a 2015 release. Deployed on our new FSV Payment Systems, in-house platform, this product uses the Élan brand – wholly-owned subsidiary of U.S. Bancorp – to mitigate the reputational risks commonly associated with DOC programs. This is an added protection for both the State and the bank – one commonly deployed for sensitive prepaid card programs. PayCard is a Visa®-branded prepaid card that creates a simple and cost-effective way for DOC administrators to effectively control and manage traditional cash or check disbursements. PayCard can be instantly funded and issued directly to recipients onsite, giving individuals immediate and more secure access to their funds.



PayCard Applications

- Work Release (reloadable)
- Inmate Release (non-reloadable)

Two Methods for Card Activation

Acknowledged. For our shipped, personalized prepaid cards, cardholders have access to two (2) **cost free** activation methods:

1. Toll Free Customer Service IVR (24/7/365)
2. Cardholder Website (24/7/365)

Note: *Please see our response to* ***Section IV.D.1.l.j*** *for more information regarding our card activation process.*

The Contractor must have the ability to issue a prepaid card versus a check to inmates being paroled or discharged. The proposed contractor solution must have the ability to accept multiple load payments as not all funds are available to an inmate on the day of release.

Multiple Load Payments Available

Acknowledged. All our prepaid products, including our proposed PayCard solution, will accept multiple payments in a day. Currently U.S. Bank allows 10 ACH credit transactions/per card per day and this limit is completely configurable.

Note: *Please see our response to* ***Section IV.D.1.v.b*** *for additional information regarding our ACH card funding process.*

NDCS expects to send the contractor two enrollment files a month for potential released inmates. The contractor will need to outline how the cards could be issued and loaded. Only NDCS Accounting staff would have the authority to close an inmate's account and load the funds; however, cards could be kept at all facilities in safe secured in the Business Office. NDCS will only load cards for inmates that have been granted a parole hearing or are being discharged. The ACH to fund the loads will be sent thru the State Accounting System. On occasion the NDCS Accounting office receives notification that circumstances for a particular inmate have changed and they are being released immediately. The bidder should specify if they have a method for an emergency card issuance and immediate load of funds.

PayCard can Mimic Existing Recipient Enrollment Strategies

As a new PayCard program, U.S. Bank mimic existing enrollment strategies from current programs as the DOC sees fit. If the DOC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank. Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the Inmate Release program is our new instant issuance card deployment model. Rather than enrolling recipients onsite and then getting a card mailed to them in 7-10 days, University admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right

away, rather than waiting for it in the mail.

***Note:** Please see our response to **Section IV.D.1.iii.c** for additional information regarding our card production and delivery processes.*

Some inmates when released will return to a foreign country. The bidder shall specify if the cards can be used in a foreign country, specific countries, and differences in fees versus use in the United States.

PayCard can be Used Internationally

PayCards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, DOC inmates will have no problem using their card with ease.

PayCard Pricing

As instructed in the RFP requirements, we have provided a summary of fees in our separate Pricing Response, as well as in a separate exhibit.

***Note:** Please see our response to **Exhibit A14 – Form A.14** for a comprehensive pricing matrix for all prepaid products offered in our solution.*

Provider enrollment process:
The contractor will work with NDCS staff to develop inmate release enrollment forms (if determined necessary), FAQ sheets, and program literature to be understandable to a fifth grade reading level and printed in English and Spanish.

Prepaid Card Educational Materials & Disclosures

Acknowledged. U.S. Bank Prepaid marketing specialists will work with the State on developing the necessary cardholder education materials. Like the existing AccelaPay DOC-Work Release program, U.S. Bank will send an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents – crafted to a fifth grade reading level:

- Welcome Brochure
- Card Carrier
- Cardholder Agreement
- U.S. Bank's Privacy Pledge Brochure

***Note:** Please see our response to **Section IV.D.1.iii.c** for additional information regarding our prepaid card educational materials.*

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:
1) Connect Direct software
2) SFTP server with public key authentication

Cardholder activation required prior to loading payments: No

Multiple Enrollment Methods Possible – Connect: Direct & SFTP
U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Cardholder Demographic Updates:
The State cannot require the discharged inmates to provide an address. Inmates being paroled do not generally supply their post release address to Accounting until the time of release. All inmates will be asked to call the bank to update their address in order to receive future statements, etc.

Flexible Demographic Change Processes
Acknowledged. We have provided detailed responses in Forms A2-A13 for each program's desired demographic change process. As government prepaid program leader, we can process them in a variety of ways:

- ***U.S. Bank Controlled Changes (Recommended):*** As a service to State administrators, U.S. Bank processes demographic information changes as they come in from the cardholder and updates State systems with a synchronization file each day.
- ***State Controlled Changes (Alternative):*** Although the prepaid card transaction processing system can't be restricted to prevent customer service agents from updating cardholder addresses, we can provide notifications and training to ensure agents refer all State cardholders back to the State for this functionality.
- ***Separately Controlled Changes (Alternative):*** The cardholder must contact both the State and U.S. Bank to change their address with both parties.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iv*** *for additional information regarding our demographic change processes.*

Other program needs:
The contactor must address each element with a detailed description of how the contractor intends to address the requirements. Discussions of methodology, contractor philosophy, benefits and drawbacks of various approaches are encouraged. The bidder shall provide additional sections that will increase the NDCS's understanding of the contractor's approach and options available to this program. The contractor must also include whether contractor can provide ongoing functional support including the costs associated with those paid by the program or those paid by the cardholder. NDCS will work the contractor on the implementation schedule.

usbank. Key Point

Existing Prepaid Leadership Team in Place
Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We

look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***
Susan Trammel *Relationship Manager* *Prepaid*	Susan is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
Gretchen Anderson *AVP, Sales Manager* *Prepaid*	Gretchen currently serves as the strategic partnership liaison for the State's prepaid programs.
Greer Almquist *VP & Relationship Manager* *Government Banking*	Greer currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

For the DOC-Inmate Release program, we'll use the same account team assigned to all State programs to promote consistency throughout. As your direct point-of-contact, Susan Trammel is available to the State during normal business hours (8-5pm CT) Monday-Friday and as needed, if necessary.

Note: *Please see our response to* ***Section IV.B*** *for additional information regarding our comprehensive account and technical support team assigned to the State.*

The contractor must define clearly the proposed product architecture and delivery environment. The contractor must also address any technology issues that are important to the contractor's proposed approach.

Élan PayCard – A Paperless Payment Method for DOC

For the DOC-Inmate Release portion to this RFP, U.S. Bank plans to use our NEW Élan PayCard product built on our internal FSV platform in 2015.

Note: *Please see our response to* ***Exhibit A8 – Form A.8*** *for additional information regarding our PayCard solution recommended for the DOC.*

U.S. Bank Prepaid Built for Existing Business Technologies

Since all administrative functions for our prepaid card programs are web-based or use current existing business technologies, the State will not be required to install any additional hardware or software to run the PayCard program, nor integrate their current software or hardware into our system. The simple technical minimums required to manage the program are:

- **For Card Funding:** the ability to initiate loads via standard NACHA-approved PPD format.
- **For Program Access and Maintenance:** the ability to access the Web and standard file transfer protocols for cardholder enrollments, maintenance, file transfers and reporting.

The contractor must describe its approach to service and support of the software. The description must include support hours, methods, committed response times and escalation procedures. The support

provided during the implementation and the support provided after implementation must be clearly described.

Existing Prepaid Leadership Team in Place

Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future.

For the DOC-Inmate Release program, we'll use the same account team assigned to all State program to promote consistency throughout. As your direct point-of-contact, Susan Trammel is available to the State during normal business hours (8-5pm CT) Monday-Friday and as needed, if necessary.

Note: *Please see our response to* ***Section IV.B*** *for additional information regarding our comprehensive account and technical support team assigned to the State.*

The bidder shall detail any prior experience in establishing, implementing and managing correctional institution prepaid stored value card programs at the County, State or Federal level.

5 Years of DOC Program Experience – 4 State Programs

Including the State's DOC-Work Release program, U.S. Bank has a total of four (4) DOC prepaid programs. Below is a current breakout of the programs:

DOC Prepaid Programs	Launched
Nebraska (Community Work Release)	2009
Arkansas	2010
Iowa	2010
North Dakota	2011

Provider enrollment process:

NDCS staff will enroll eligible inmates in the card program during the transfer process to the community center. This is currently via a batch process with the file sent daily (Monday through Friday, except State holidays) at approximately 3:00 PM daily. The bidder shall detail alternative options to enroll eligible inmates such as via a website. Inmates are not always committed under their legal name or sometimes change their legal name while in prison. NDCS would prefer to list their committed and legal name on the card; if only one can be listed it will be their committed name. The inmate identification number must be on the card. Identify what options are available for information embossed on the card.

Multiple Enrollment Methods Possible – Connect: Direct & SFTP

U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Card Plastic Capabilities

U.S. Bank has numerous solutions to help assist the DOC with fourth line embossing or other card plastic capabilities. When the State and U.S. Bank converge on the development time of this program, our team

of prepaid specialists can discuss all the options with administrators and develop a plan for implementation.

NDCS may choose to use our Inmate Calling System for inmates to call and activate their card and inquire on their balance. This system provides a recorded message indicating it is a call from a prison facility and requires acceptance of the call. The inmate's name is announced in the recorded message. If NDCS does not use the Inmate Calling System it will require use of staff phones and staff time to activate the cards, which we prefer to avoid.

PayCard Uses an Automated IVR System

Our automated IVR system requires sentient interactions and data entry for cardholders to activate their card and/or utilize customer service functionality. As described here, the Inmate Calling System would not synch up properly with our IVR or any vendor's IVR for that matter.

The contractor will work with NDCS staff to develop enrollment forms (if determined necessary), FAQ and program literature to be understandable to a fifth grade reading level and printed in English and Spanish. The bidder shall detail how quickly embossed cards could be available once enrollment is completed.

Prepaid Card Educational Materials & Disclosures

Acknowledged. U.S. Bank Prepaid marketing specialists will work with the State on developing the necessary cardholder education materials. Like the existing AccelaPay DOC-Work Release program, U.S. Bank will send an initial card package with their new card to each cardholder. This package includes the following bilingual (English and Spanish) documents – crafted to a fifth grade reading level:

- Welcome Brochure
- Card Carrier
- Cardholder Agreement
- U.S. Bank's Privacy Pledge Brochure

*Note: Please see our response to **Section IV.D.1.iii.c** for additional information regarding our prepaid card educational materials.*

NDCS Accounting have four staff designated to place debit cards in a hold status, update SSN, update mailing address, and reset PIN lockout. These are important functions to maintain appropriate procedures to protect staff when inmates are removed from community centers to a secure facility. If an inmate is transferred out of the community correctional center and returned to a secure institution, the contractor is required upon notification from NDCS to cancel the card and return the funds to NDCS. Contractor must specify time frame for returning funds, understanding that the inmate may need access to these funds to purchase necessary personal items.

U.S. Bank will Collaborate on Account Deactivations and Returning Funds

Acknowledged. When the State and U.S. Bank converge on the development time of this program, our team of prepaid specialists can discuss all the options with administrators and develop a plan for implementation.

Keep in Mind...

Rightfully Claimed Funds are Cardholder-Owned

U.S. Bank looks forward to discussing this component in more detail with the State. As it stands, U.S. Bank's legal team, and the majority of the banking industry, defines the funds rightfully earned, qualified for or gained through government disbursement programs as owned by the cardholder. In those regards and in

compliance with state and federal regulations, U.S. Bank cannot deactivate a card without permission from the cardholder, or a subpoena from the State. In those cases, U.S. Bank can accommodate a card deactivation within ONE (1) business day of notification from either the State or the cardholder.

In cases of funding errors or fraudulent claims, U.S. Bank can assist the state in reversing the funding transactions, or instigating industry-standard fraud investigations to determine the issue. These are all standard processes in our prepaid programs.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

1) Connect Direct software
2) SFTP server with public key authentication

Multiple Enrollment Methods Possible – Connect: Direct & SFTP

U.S. Bank will simply continue to support the existing enrollment methodologies used on other current prepaid program as the DOC sees fit. If the DOC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
Location of Program Recipients:
90% of current retirement payments are sent by direct deposit to financial institutions located in Nebraska. The other 10% of retirement clients are located throughout the United States.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, NPERS cardholders will have no problem using their card with ease.

Program Description:
The Nebraska Public Employees Retirement Systems (NPERS), under the direction of the Public Employees Retirement Board (PERB), administers several statewide retirement systems for the State of Nebraska.

All five mandatory retirement plans administered by NPERS are governmental plans as defined under Internal Revenue Code § 414(d) and 29 U.S.C. § 1002(32) [i.e. ERISA § 3(32)]. The five mandatory plans NPERS administers are for State, County, School, Judges and Patrol employees. It is anticipated that members of all five plans would be eligible to participate in the card program.

NPERS makes approximately 193,000 payments annually totaling $284,852,000 to retirees. NPERS offers a card program to retirees as an additional payment option for receiving their retirement benefits. Last year, there were approximately 3,800 new retirees enrolled between the five plans. Payments range from $1.84 to $9,228.67. The average retiree payment is $1,470. Retires eligible for benefit payments under multiple programs currently receive separate payments. NPERS would be interested in having multiple retirement program payments loaded to the same card for individual retirees.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Public Employees Retirement Systems portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A9 – Form A.9*** *for additional information regarding our ReliaCard solution recommended for the NPERS.*

Retirees currently receiving payments would be grandfathered in allowing them to continue to receive state warrants (checks). Existing retirees would be given an option to switch payment options. The program would promote the card program as an additional option to direct deposit via their newsletter, periodic mailings and enrollment packages.

Agency website: http://www.npers.ne.gov/public/aboutus/aboutus.jsp

NPERS can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NPERS sees fit. If the NPERS requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

usbank. *Key Point*

Marketing Support to Generate Higher Adoption Rates

For existing retirees grandfathered in, U.S. Bank can work with NPERS to develop any additional marketing needed to educate them on the benefits for the card in order to get them to adopt the product. Each additional retiree we get to adopt the card eliminates even more checks from the State system and ultimately saves you more money.

9. NEBRASKA WORKERS' COMPENSATION COURT (NWCC)

Location of Program Recipients:

Majority of the cardholders are located within Nebraska, with a small portion located in other States.

ReliaCard is Accepted Anywhere Visa Debit is Accepted

ReliaCards are Visa branded and can be used anywhere Visa debit is accepted. With over 38 million POS locations across the world and almost 35,000 in Nebraska alone, NPERS cardholders will have no problem using their card with ease.

Program Description:

The mission of the Nebraska Workers' Compensation Court (NWCC) is to administer and enforce all provisions of the Nebraska Workers' Compensation Act, except those provisions that are committed to the courts of appellate jurisdiction or as otherwise provided by law.

The Vocational Rehabilitation Section is responsible for reviewing and approving proposed vocational rehabilitation plans, certifying vocational rehabilitation counselors and job placement specialists, and appointing a vocational rehabilitation counselor if the parties cannot agree on the selection. The progress of injured workers in an approved plan is monitored, and all payments from the Workers' Compensation Trust Fund for plan expenses must be approved by the vocational rehabilitation section.

Claimants eligible to participate in the stored value card program are injured workers participating in approved vocational rehabilitation plans who are eligible for reimbursement of mileage, supplies, books, and other expenses. Payments are made upon request by claimants. Claimants participate in approved vocational rehabilitation plans that vary in length from 90 days up to 4 years or more.

U.S. Bank ReliaCard® – A COST FREE Solution for Government Disbursements

For the Nebraska Workers' Compensation Court portion to this RFP, U.S. Bank plans to use our market-proven government prepaid solution – the ReliaCard. The ReliaCard is a simple and COST FREE way for State payment administrators to effectively eliminate check processing costs and streamline their payments processes. The cards will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

ReliaCard Applications

- Retiree & Pension Payments
- Medicare Reimbursements
- Child Support
- Unemployment Insurance
- Temporary Aid for Needy Families (TANF)
- Child Care
- Worker's Compensation
- Housing Authorities & Relocation Payments
- DHHS Medicaid Research Incentives

Note: *Please see our response to* ***Exhibit A10 – Form A.10*** *for additional information regarding our ReliaCard solution recommended for the NWCC.*

Provider enrollment process:
Two days after a vocational rehabilitation plan is approved, a letter with a direct deposit enrollment form and a stored value card payment authorization form is sent to the claimant. The claimant has two weeks to return either the direct deposit form or the stored value card payment authorization form. If the NWCC does not receive either form, the claimant is automatically enrolled in the stored value card program.

NWCC can Continue with Existing Recipient Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy as the NWCC sees fit. If the NWCC requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
Once a payment authorization form is received by the NWCC accounting section, the accounting section logs into the vendor's Admin Site and enrolls the claimant. This enrollment creates a cardholder account in the vendor program. Once the account is created the vendor sends a stored value card directly to the cardholder. The cardholder must activate the card once it is received.

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies as the NWCC sees fit. Currently the State programs uses a variety of methods, including: Connect: Direct FTP, administrative website, and others. If the NWCC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

Standard, Personalized Card Shipping – 7-10 Days

U.S. Bank will simply continue to support the existing personalized card production and shipping process as the NWCC sees fit. Currently the NWCC uses our standard ReliaCard plastic design, delivered via our shipped card process using the U.S.P.S. If the NWCC requires a change to this process, we gladly pledge our prepaid resources to assist in any capacity.

> ***Note:*** *Please see our response to* ***Section IV.D.1.iii.c*** *for additional information regarding our card production and delivery capabilities.*

10. NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL
Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Focus Card can be Used Internationally

Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, State employees will have no problem using their card with ease.

Program Description:
This program is designed to allow state employees an alternative to the other two methods of receiving pay - receiving a direct deposit into their checking account or receiving a warrant (check) for their pay. Currently over 95% of state employees receive their pay as a direct deposit. Our long term goal is to eliminate warrants and the payroll card is a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees do not have a bank account. The payroll card eliminates this requirement. In addition, the payroll card offers

much more security than the cash received from a cashed warrant. It also provides the ability to have the funds available to the employee the first thing on payday, so the employee does not have to wait until the warrant arrives in the mail the day after payday, or even later, depending on mail delivery times. Lost or undelivered warrants will become a thing of the past. Many employees who have direct deposit also have a payroll card as it allows them to have some of their pay deposited directly onto their payroll card in order to take advantage of the debit card feature.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the University of Nebraska & Nebraska State Colleges - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Note: *Please see our response to* ***Exhibit A11 – Form A.11*** *for additional information regarding our Focus Card solution recommended for the DAS.*

State to contractor enrollment process:

State Accounting employees enter the application information for the AccelaPay card directly into the account setup program supplied by the vendor. Account numbers generated for this payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number. All other information required to create the account is supplied by the employee or gleaned from the State Accounting payroll system. The bidder should provide the employees of State Accounting with the security to access the account setup process, directions and the ability to establish a new account, and the ability to review and change demographic information for the cardholder when required to do so. The payroll card is to be sent directly to the employee once the account is established. State Accounting should receive an electronic report stating when the initial card is sent to the cardholder.

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the State sees fit. We also have numerous FTP methodologies to use, if the State desires a different approach. We'll gladly pledge our prepaid resources to assist in any capacity with a change.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank. Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the State university payroll program is our new instant issuance card deployment model. Rather than enrolling employees onsite and then getting a card mailed to them in 7-10 days, State admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

***Note:** Please see our response to **Section IV.D.1.iii.c** for additional information regarding our card production and delivery processes.*

11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL

Location of Program Recipients:

Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Focus Card can be Used Internationally

Focus Cards are Visa branded and can be used anywhere Visa debit is accepted, across the entire nation and territories, even internationally. With over 38 million POS worldwide locations, University employees will have no problem using their card with ease.

Program Description:

This program has allowed University and NSCS to offer employees an electronic option for receiving pay should they not have a checking or savings account for direct deposit. Currently, the UN has 99% of their employees receiving their pay as a direct deposit and NSCS has 100% of their employees receiving their pay as a direct deposit. On average the UN & NSCS processes less than 15 warrants per month and the stored payroll card has been a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees, particularly non-residents of the U.S. do not have a bank account. The stored payroll card is an option that eliminates this requirement. In addition, the stored payroll card offers the card holders more personal control and security than a cashed warrant. Another benefit, current customer service can be provided to non-residents at an on-site facility that can offer hands on guidance if needed.

U.S. Bank Focus Card™ – A COST FREE Solution for Payroll Payments

For the Nebraska Department of Administrative Services - Payroll portion to this RFP, U.S. Bank plans to use our premier prepaid payroll solution – the Focus Card. Focus is a simple and COST FREE way for State payroll administrators to effectively eliminate check processing costs and streamline their payments processes. Like our ReliaCard for government disbursements, the Focus Card will carry the Visa brand and supply cardholders with Visa's enormous portfolio of benefits. With the largest merchant point-of-sale network in the world (over 38 million locations), Visa gives your cardholders wider access and use of their funds. With U.S. Bank's market-leading "in-network" ATM access, State cardholders will receive unprecedented, COST FREE cash access to over 26,000 ATMs in the nation – including 297 in the State.

Focus Card Applications

- Domestic Payroll
- Expatriate Payroll Services
- New Hires & Termination Pay
- On-Demand Payroll Payments
- Per Diem & Stipends

Note: *Please see our response to* ***Exhibit A12 – Form A.12*** *for additional information regarding our Focus Card solution recommended for the State College System.*

Provider enrollment process:
If an employee will be participating in the payroll card program, the employee completes a single paper form at their campus/college payroll department. An enrollment/setup form is required for the stored bank payroll card or the completion of a direct deposit form. The completed stored bank card setup form is remitted to a centralized office for the UN & at NSCS. This will prompt the steps for creating a new card account using the financial institution website and updating the UN & NSCS HR record with relevant stored bank card information. To facilitate and utilize technology more efficiently, having the ability to use a financial approved institution's electronic form would assist in minimizing legibility issues and aid communication with our non- resident employees. Once the employee is set up, the store bank card financial institution remits the payroll card and applicable stored bank card information directly to the employee.

State can Continue with Existing Employee Enrollment Strategy

U.S. Bank will simply continue to support the existing enrollment strategy on the University payroll program as the State sees fit. If the State requires a change to this strategy, we gladly pledge our prepaid resources to assist in any capacity.

State to contractor enrollment process:
The UN & NSCS would like to maintain the option to create an electronic method mutually designed and agreed upon by the UN & NSCS and the financial institution which would enable the sign-up data to flow to them and properly set the employee up in the financial institution's system. The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN & NSCS to examine. Once the bank stored account is setup all communication relevant to activation of the card and any other useful information regarding card usage, replacement, etc. is the responsibility of the stored bank card financial institution.
Employees are responsible to update their card information with the stored payroll card financial institution.

Agency website: UN - http://nebraska.edu; NSCS - http://www.nscs.edu/

Multiple Enrollment Methods Possible

U.S. Bank will simply continue to support the existing enrollment methodologies on these programs on the Focus Card as the State sees fit. We also have numerous FTP methodologies to use, if the State desires a different approach. We'll gladly pledge our prepaid resources to assist in any capacity with a change.

Note: *Please see our response to* ***Section IV.D.1.iii.a*** *for additional information regarding our enrollment FTP capabilities.*

usbank. Key Point

Instant Issue Cards AVAILABLE!

One concept to consider for the State payroll program is our new instant issuance card deployment model. Rather than enrolling employees onsite and then getting a card mailed to them in 7-10 days, State admins can register and issue a non-personalized, Focus Card directly to the recipient onsite – without having cards mailed to cardholders. The process is very simple and your recipients get the added advantage of getting a card right away, rather than waiting for it in the mail.

***Note:** Please see our response to **Section IV.D.1.iii.c** for additional information regarding our card production and delivery processes.*

12. OPTIONAL -Nebraska Game & Parks – Gift Card Program
Program Description & Additional Program Requirements:
NGPC is interested in utilizing a gift card program in lieu of the gift certificate program the agency is currently utilizing. Currently the state agency operates a Nebraska Game & Parks Bucks gift certificate program. Gift certificates are sold in $25 increments – Five $5 sheets. If a gift certificate is redeemed for less than $5, the agency returns the difference back to the individual in cash. The agency currently manually tracks the sales and redemptions since they do not have machine capabilities. The current gift certificates do not have an expiration date and are issued for $100 or less.

The agency is interested in being able to load, issue, and redeem gift cards at all park locations, district offices, by phone and via the internet. The State would not be limited to Visa or MasterCard Branded Card for this program. NGPC has approximately 95 cash registers plus the ReserveAmerica machines which are computers with POS and credit card slide attached. The bidder shall detail the options available to NGPC. The card design must identify and be approved by NGPC. The bidder will need to have a system available or an online solution for NGPC to track the issuance, balances, redemption and escheatment of cards and balances on the cards. The state agency is interested in operation solutions that would allow the funds to be held and managed by the NGPC staff and the option for the bidder to manage the program and the escheatment process.

The bidder will detail options available to meet the needs of the agency. The bidder shall detail the required equipment needed in order to run a gift card program. (The cost must be detailed in the cost proposal pieces). The bidder will provide a flow chart for all suggested options of the gift card process from issuance, load, purchase authorization and settlement. The bidder will provide a written narrative either separately or on the flow chart to detail the process. The bidder must not propose cost prohibitive options (equipment too costly or bidder's fees are too high). The bidder will detail how NGPC staff and the gift card holder will be able to check card balances. The bidder shall detail its experience with programs charging a fee in conjunction with the gift card to handle program administration/issuance costs. The bidder will discuss how their proposed solutions will meet State of Nebraska Unclaimed Property Laws.

The bidder should detail their experience at handling gift card programs and any previous experience handling state government or Game & Parks programs.

No Bid

U.S. Bank is declining to bid on this portion of the RFP.

E. FUNCTIONAL REQUIREMENTS

Bidders must address the functional requirements in Attachment A, Form A.2 – A.12.

Complete Functional Requirement Responses Included

Acknowledged. As part of our response to this section, we have created ***Exhibits A2 – A12*** at the back of this response to address this functionality.

F. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State Treasurer's Office and Project Leads to research and correct problems in a timely and professional manner throughout the entire contract.

U.S. Bank Solution will Continue to Meet Established Service Levels

Acknowledged. As the incumbent provider, U.S. Bank has met or exceeded the established service levels for many years now and will continue to do so after the migration to some of our newer, more exclusive prepaid products. We look forward to continuing to innovate our partnership our partnership with the State and bringing better prepaid solutions to your cardholders.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process to include all programs listed in this RFP, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Bidder must include the resources and support that will be provided for the contract period. Does bidder assign an implementation team or manager?

usbank. Key Point

U.S. Bank Prepaid Already Implemented

Probably the largest advantage U.S. Bank holds is our incumbency with the State. We have all the prepaid solutions in place already. Furthermore, having purchased our own in-house prepaid processing platform and call center, we are migrating the State programs to our upgraded program models.

6-Phase Implementation Methodology

Having implemented thousands of payroll card programs and 78 different state government programs, U.S. Bank has over the course of time and experience developed a systematic, proven implementation process that flexes to custom implementation scenarios. Our methodology features a complete collaboration with our clients and an unparalleled drive to carry the majority of the burden ourselves. To accomplish this, our implementation plan is divided into six sub-phases designed to individually tackle the specific components required for successful prepaid card program deployments. Our overriding goal during this process is to provide a seamless transition experience to the client:

1. ***Discovery*** – While the Discovery Phase does not directly involve our prepaid implementation team quite yet, it tackles all the preliminary necessities involved in transitioning to a prepaid program, such as: contract discussions and negotiations; program discovery, definition and requirements; and approvals. This pre-requisite phase is designed to set up the relationship for prepaid success and put the wheels of program implementation into motion.
2. ***Administration*** – Once the contract has been negotiated and the general discovery of all program elements are finished, the program will move into the Administration Phase, commonly referred to as "pre-implementation." This phase puts all the necessary administration pieces into place, including: formal documentation, logistics, and scheduling. Essentially this phase is ordering a program to be developed. This in turn communicates to the various cross-functional areas within prepaid that personnel and process pieces are needed to begin the critical programming and development of the programs.

3. ***Integration*** – During the Integration Phase, U.S. Bank works collaboratively with the State to develop the key pieces of client-related information to help integrate the State and its administrators into the prepaid program. Simply put, during this phase, U.S. Bank will develop the necessary interfaces for the client to participate in the program, like: client ID and administrative website setup, client program training and most importantly, the marketing and transition planning. It's at this time that U.S. Bank and the State will collaboratively assess and analyze program transition and marketing needs, develop the optimal strategy and develop the necessary collateral components to deliver a successful marketing and educational campaign. Our proven prepaid adoption rates start here, where we isolate the drivers associated with your recipients and their acceptance of the prepaid card. From there, we're able to design the informational collateral needed to drive higher adoption rates and ultimately save you money.
4. ***Programming & Testing*** – This phase is the nuts-and-bolts of the implementation process. From program set-up and internal testing, to client set-up and testing, to user acceptance testing, to production verification testing, U.S. Bank utilizes industry specialists in all critical areas to ensure superior program stability through methodic programming and testing. U.S. Bank doesn't become the industry leader in secure, stable banking without using our methodic, meticulous testing and auditing capabilities. Prepaid is no different. It's during this phase that we audit and test all fundamental aspects of the programs, from integration testing and test card orders, to production verification and operations preparation. Nothing about a prepaid program goes live without first being tested and approved for launch.
5. ***Launch*** – Prior to launching the program, U.S. Bank addresses some "pre-launch" requirements and checks with key program information on communication materials, as well as addressing final checks and balances with client support functions like our customer service package. Once those are addressed and everything has been built, tested and approved, the only thing left to do is launch the program and get it rolling.
6. ***Post*** – Finally, after the program has been launched, cardholders have received their cards, and spent their first funds, U.S. Bank continues to monitor the program via your dedicated relationship manager and document key learnings for future improvements. During this continual process, U.S. Bank will work collaboratively with the State in order to develop ways to fine-tune the customer experience, drive further adoption and possibly discover additional prepaid applications to save on costs within your enterprise.

Comprehensive Implementation Plan

The key to a successful program launch is a proven implementation plan. Our U.S. Bank Prepaid Implementation Plan is thorough and methodic in its deployment, yet still presents tremendous flexibility to be reviewed and adjusted "on the fly" should State administrators decide that a change is necessary. Our experience has shown that no two prepaid program deployments are exactly the same, and we fully understand that clients will often require numerous changes to program specifications while working through the implementation.

> ***Note:*** *Please see* ***Exhibit IV.G – SAMPLE Implementation Plan*** *for drill-down details into the responsibilities of all parties involved in the implementation.*

Prepaid Program Implementation Timeframes Vary

The implementation plan and methodology above represents a comprehensive take on the process. While some of our prepaid programs like the ReliaCard may incorporate all aspects of that

implementation process, our Focus Card and PayCard products may not require the full implementation process. For that reason, program implementation timeframes may vary:

- ***ReliaCard:*** 12-16 weeks after contract completion.
- ***Focus Card:*** 8-10 weeks after contract completion.
- ***PayCard:*** In development (TBD).

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

usbank. Key Point

Existing Prepaid Leadership Team in Place

Acknowledged. Since U.S. Bank has provided prepaid solutions to the State since 2004, we have had a prepaid team in place to assist the State for some time now. We look forward to continuing our already great relationship with State administrators into the foreseeable future:

Dedicated Account Team	
Name & Role	***Responsibilities***
Susan Trammel *Relationship Manager* *Prepaid*	Susan is the State's current primary contact for all matters regarding your prepaid programs, including, but not limited to: • Strategic Planning and Requirements Documentation • Project Communication Development and Maintenance • Program Consultation, Design and Setup • Comprehensive Testing and Implementation • Continual Program Monitoring and Maintenance
Gretchen Anderson *AVP, Sales Manager* *Prepaid*	Gretchen currently serves as the strategic partnership liaison for the State's prepaid programs.
Greer Almquist *VP & Relationship Manager* *Government Banking*	Greer currently serves the State as a strategic partnership liaison in regard to the State's government banking business.

Note: *Please see our response to* ***Section IV.B*** *for additional information regarding our complete account team and technical support team staffing assigned to the State.*

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

Dedicated Relationship Manager Assigned to the State

To ensure the State receives the utmost in quality client service, U.S. Bank will assign a dedicated Relationship Manager to the State and all its prepaid programs – one of our most-seasoned prepaid experts, Susan Trammel.

Note: *Please see our response to* ***Section IV.D.1.ix.a*** *for additional information regarding your dedicated Relationship Manager.*

Susan Trammel, Relationship Manager – Work History & Experience

Sue received her M.B.A. from Boston College Graduate School of Management in Chestnut Hill, MA. With over eighteen (18) years of banking product management, marketing, sales, and account/relationship management experience, she has built a considerable career on providing outstanding customer service to her clients. At U.S. Bank, she specializes in maintaining the accounts of our largest government prepaid clients for our ReliaCard product. In her role, she interfaces directly with program administrators and functions as the single point of contact for her assigned clients. Her daily responsibilities include program implementation for new government agencies, maintaining smooth operations for existing clients, and providing liaison support for agencies regarding any issues relative to Operations, Customer Service, IT, and Marketing.

Over the last few years, Sue's most notable prepaid card achievements have been:

- ***Prepaid Payroll Product Conversion:*** As one of our most seasoned relationship managers, Sue has taken a large role in a massive product conversion of over 200 clients from our former payroll product to our new, enhanced payroll product.
- ***Wyoming Worker's Compensation:*** Another recently awarded program, Sue is in the final phases of implementation with the Wyoming Worker's Compensation program.
- ***Washington Program Implementations:*** In 2013, U.S. Bank was awarded four (4) prepaid programs in the state of Washington: a prepaid payroll program, worker's compensation, pension payments and trade adjustment assistance. As the assigned relationship manager, Sue is spear-heading all four implementations to ensure a seamless transition from their existing vendors.

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

Monthly Conference Calls

While U.S. Bank does not provide a newsletter or email to our clients covering industry updates and such, we do incorporate a monthly conference call with all prepaid clients to discuss ongoing program maintenance and monitoring. It's at this time, our Relationship Managers cover any and all industry issues, rules and regulations updates.

4. Describe any on-going training that would be available as upgrades or system changes occur.

Continual Prepaid Administrator Training

To help drive higher adoption rates and better efficiencies across all your programs, it is critical that the State and its administrators know the immediate details of your programs so they can become advocates. Our ongoing training protocols are ultimately developed pre-launch in collaboration with the State to ensure maximum benefit for your administrators. Ideally, U.S. Bank trains select State program administrators or trainers to become the internal experts on the programs so they can then train other internal resources on the program as needed. However, if direct U.S. Bank training is needed for field personnel, we can work with the State on the appropriate training measures needed to accomplish that.

Additionally, with the program migration to our new prepaid processing platform, State administrators can anticipate receiving additional training to get up-to-speed with our new administrator website,

functionality and features. To accomplish this, U.S. Bank uses training webinars, presentations, and user manuals to properly educate potential program administrators:

- ***File Formatting & Transfer Training*** – This training will show administrators the proper file formats to use to transfer enrollments and funding data to U.S. Bank.
- ***Card Administrator Website Training Guide*** – This guide is used by U.S. Bank prepaid partners as a reference for processes such as web-based card enrollments, updating current accounts, reviewing deposit histories and pulling various program daily reports.
- ***NEW Prepaid Training Portal*** – This interactive web portal was created to offer program administrators easy access to interactive, self-service training on a variety of topics to assist them in understanding how to manage their programs better.

Topics covered across these training materials will include common questions, card enrollment process and funding processes, reporting and more.

I. DELIVERABLES (REQUIRED)

This is a no cost contract to the State. Fees paid by the cardholder will be fixed in the bid process of this RFP and will be constant for the length of the contract and any extension periods. In evaluating proposals the State will be looking to minimize fees paid by cardholders for routine uses of the cards.

Recommended U.S. Bank Prepaid Solutions Come at NO COST to the State

Acknowledged. For this RFP, all our prepaid solutions and processes as recommended by U.S. Bank, including our ReliaCard, AccelaPay, Focus Card and future PayCard products; will come at NO COST to the State. In the rare circumstance that the State would request a process solution outside of our recommended scope, U.S. Bank would reserve the right to analyze those measures and charge a custom development fee to the State and/or adjust cardholder fees to accommodate the State's request.

Prepaid Prices Must Remain Fluid for Regulations

While U.S. Bank intends on leaving our pricing unchanged for the duration of the contract, the State must understand that changes to the programs may/will occur over the course of the contract due to forces within or beyond the control of the parties, including, but not limited to: state or federal regulation changes, changes in industry, personnel changes, technological changes, etc. Such changes may in fact alter prepaid functionality and require analysis, re-scoping and re-pricing to ensure the solubility of the program.

> ***Note:*** *Please see our separate* ***Pricing Response*** *and* ***Exhibit A14 – Form A.14*** *for additional information regarding our cardholder fee structures for each program.*

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Fee Schedule. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract and has so indicated on the RFP cover page under "Bidder must complete the following".

Note: *Please see* ***Exhibit V.1 – Request for Proposal Form*** *for our completed form.*

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow State statute requirements; therefore the bidder will answer the three mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

Note: *Please see* ***Exhibit A1 – Form A.1*** *for our completed form.*

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

usbank Key Point

Highest Rated Bank in the Nation

Our prudent and conservative banking principles are now seen as the "new paradigm" of success for financial institutions. Unlike many of our peers, we are well-positioned for growth and expansion and welcome the opportunity to extend our full product and service portfolio to all new customers as well as our existing customers. That's why more state agencies select U.S. Bank, the one bank in the nation that grabs headlines for all the right reasons – stability and success:

		Ratings as of 08/14/14							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	**U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2	Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4	JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5	PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7	Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8	SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9	Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10	Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

U.S. Bank is a National Banking Association

Acknowledged. As a national banking association, U.S. Bank is licensed to do business in all U.S. states. We conduct business operations through 3,174 banking branches and 5,005 ATMs in 25 states and 45 corporate locations throughout all 50 states. As a retail bank, we currently have the following presence in Nebraska:

U.S. Bank Nebraska Retail Presence	
Branches:	55
ATMs:	77
Employees:	645
Consumer Customers:	289,582
Business Customers:	17,561
Deposit Market Share:	5.9%

Annual Reports are Public Knowledge

As a publicly traded corporation, our most recent annual reports (including internal control report, independent audit report and management letter, and audited income statement and a balance sheet) 10-K filings and 10-Q filings are available online for public viewing. Please utilize the following link to view all necessary filing reports:

http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo

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

Not Applicable

U.S. Bank is a publicly held corporation. Our most recent annual reports are available online for public viewing.

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

Pending Litigation has NO Adverse Effect on U.S. Bank Prepaid or the State

While at any given time, including the present, U.S. Bank is involved in disputes and litigation which normally occur in banking operations and which often involve claims for money damages, these pending cases are generally not considered unusual in number or amount, and, based on past experiences in similar litigation, should not have a material adverse effect on the financial position of U.S. Bank, nor impact the delivery of banking services to the State in any way.

As a practice, we do not comment on any past or pending litigation, unless pending litigation is significant. For additional public information about U.S. Bancorp and our subsidiaries, please refer to our most recent annual reports, by pasting the following link into your web browser:

http://www.usbank.com/cgi_w/cfm/about/investor/index.cfm

Bidder has financial stability to do business with the State of Nebraska;

usbank Key Point

Highest Rated Bank in the Nation

		Ratings as of 08/14/14							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	**U.S. Bancorp**	**A1**	**s**	**A+**	**s**	**AA-**	**s**	**AA**	**s**
2	Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
4	JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5	PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7	Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8	SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9	Bank of America Corp.	Baa2	s	A-	on	A	on	AL	s
10	Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

The 5th Largest Commercial Bank in the Nation

U.S. Bank was established as a financial institution on July 13th, 1863, when President Abraham Lincoln signed our charter. Today, U.S. Bancorp is the parent company of U.S. Bank National Association. With $389 billion in assets as of June 30, 2014, U.S. Bancorp is the 5th largest financial services holding company in the United States., U.S. Bancorp is the 5th largest financial services holding company in the United States. We conduct business operations through 3,174 bank branches and 5,005 ATMs in 25 states, and provide a comprehensive line of banking, brokerage, insurance, investment and mortgage, trust, and payment services products to consumers, businesses, governments and institutions in all 50 states. We provide financial services to our 17.4 million customers with approximately 66,000 employees throughout the United States and Europe. U.S. Bancorp and its employees are dedicated to

improving the communities they serve, for which the company earned the 2011 Spirit of America Award, the highest honor bestowed on a company by United Way.

The headquarters of our parent company, U.S. Bancorp, is in Minneapolis, MN. The Nebraska prepaid programs will be managed by the U.S. Bank Prepaid team – also located in Minneapolis, MN. Below we have documented the primary office locations of our banking structure:

	U.S. Bank Prepaid *(Program Manager)*	**U.S. Bank** *(National Banking Association)*	**U.S. Bancorp** *(Parent Company)*
Business Address:	200 S. 6th Street Minneapolis, MN 55402	425 Walnut Street Cincinnati, OH 45202	800 Nicollet Mall Minneapolis, MN 55402
FEIN:	31-0841368	31-0841368	41-0255900
Website:	www.usbankprepaid.com	www.usbank.com	www.usbank.com
Additional Notes:	• Part of the Retail Payment Solutions division of U.S. Bank N.A. • Acquired FSV Payment Systems, Inc; a premier prepaid transaction processor in 2012.	• Organized in Ohio – Charter No. 24	• Organized in Delaware • Corporation, established July 13th, 1863

b. CHANGE OF OWNERSHIP

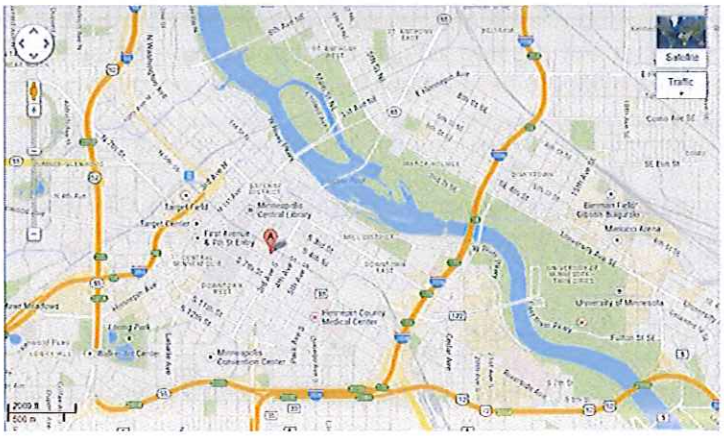
If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification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

U.S. Bank is Publicly Held

U.S. Bank is a publicly held company and do not anticipate a change in ownership or control of the company for the foreseeable future.

c. OFFICE LOCATION

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

Dedicated Account Team	
Primary Contacts	***Contract Performance Location***
Greer Almquist *VP & Relationship Manager* *Government Banking* Ph: (402)-536-5101 greer.almquist@usbank.com	 ***U.S. Bank Prepaid*** 200 S. 6th Street Minneapolis, MN 55402
Gretchen Anderson *AVP, Sales Manager* *Prepaid* Ph: (612) 973-2254 gretchenr.anderson@usbank.com	
Susan Trammel *Relationship Manager* *Prepaid* Ph: (612) 973-1895 susan.trammel@usbank.com	

d. RELATIONSHIPS WITH THE STATE

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

U.S. Bank does Business with Over 200 State Organizations

Currently as preferred banking partner, U.S. Bank does business with over 200 agencies/organizations within the State as part of the following contracts in place with the State:

Contract Number	Classification	Description	Vendor
38183(O4)Ren(1)	Financial Services	Stored Value Card Services	U.S. Bank
50324(O4)	Financial Services	P Card Services	U.S. Bank

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

No Past State Employees within U.S. Bank Prepaid

Currently, U.S. Bank Prepaid does not know of any current employees who were at one time an employee of the State, or an agency for the State.

f. CONTRACT PERFORMANCE

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

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

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

No Contract Terminations by Default

U.S. Bank Prepaid has NOT had a contract terminated within the last five (5) years for the following reasons:

- Default
- Convenience
- Non-performance
- Non-allocation of funds

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
   a) The time period of the project;
   b) The scheduled and actual completion dates;
   c) The contractor's responsibilities;
   d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
   e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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78 Active Government Programs Across 26 States

To speak to the wealth of our government prepaid card experience, we have provided a large cross-section of references, each of which has been happy to participate in responding to past inquiries. To ensure the best results, we respectfully suggest that the first contact be made by email with the inclusion of a request for a specific time when a call can be made. We have found this courtesy to be greatly appreciated by all parties.

Ohio Unemployment Insurance*	
Contact Name:	Ted Maynard
Address:	4020 E. Fifth Avenue Columbus, OH 43219
Ph:	(614) 466-9015
Email:	Ted.Maynard@jfs.ohio.gov
Partnership Length:	2006– present
Summary:	The state of Ohio currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance

Wisconsin Unemployment Insurance*	
Contact Name:	Thomas McHugh
Address:	201 E. Washington Avenue Madison, WI 53707-7942
Ph:	(608) 266-3130
Email:	thomas.mchugh@dwd.wisconsin.gov
Partnership Length:	2013 - present
Summary:	The state of Wisconsin currently uses U.S. Bank prepaid for the following programs: • Unemployment Insurance • Payroll

Wyoming Unemployment Insurance*	
Contact Name:	Tobi Cates
Address:	122 W. 25th St., Herschler 1-East Cheyenne, WY 82002
Ph:	(307) 777-8960
Email:	tobi.cates@wyo.gov
Partnership Length:	2007 - present
Summary:	The state of Wyoming currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance • TANF • Child Support • Child Care

South Dakota Unemployment Insurance	
Contact Name:	Sharon Schnabel
Address:	420 S. Roosevelt St. Aberdeen, SD 57402-4730
Ph:	(605) 626-2452 Ext. 4235
Email:	Sharon.Schnabel@state.sd.us
Partnership Length:	2008 - present
Summary:	The state of South Dakota currently uses the U.S. Bank ReliaCard for the following programs: • Unemployment Insurance • TANF • Child Support • Child Care

Minnesota Unemployment Insurance	
Contact Name:	Helen Korman
Address:	1st National Bank Building 332 Minnesota Street, Suite E200 St. Paul, MN 55101
Ph:	(651) 259-7229
Email:	helen.korman@state.mn.us
Partnership Length:	2006 – present
Summary:	The state of Minnesota currently uses the U.S. Bank ReliaCard and our payroll card for a variety of State programs including:

	• Unemployment Insurance • Child Support • Payroll

Note: References marked with an * also supplied reference letters for U.S. Bank. We have included them in **Exhibit V.3.g – Reference Letters for evaluation.*

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH
The bidder must present a detailed description of its proposed approach to the management of the project.

U.S. Bank Presents a Comprehensive Prepaid Solution

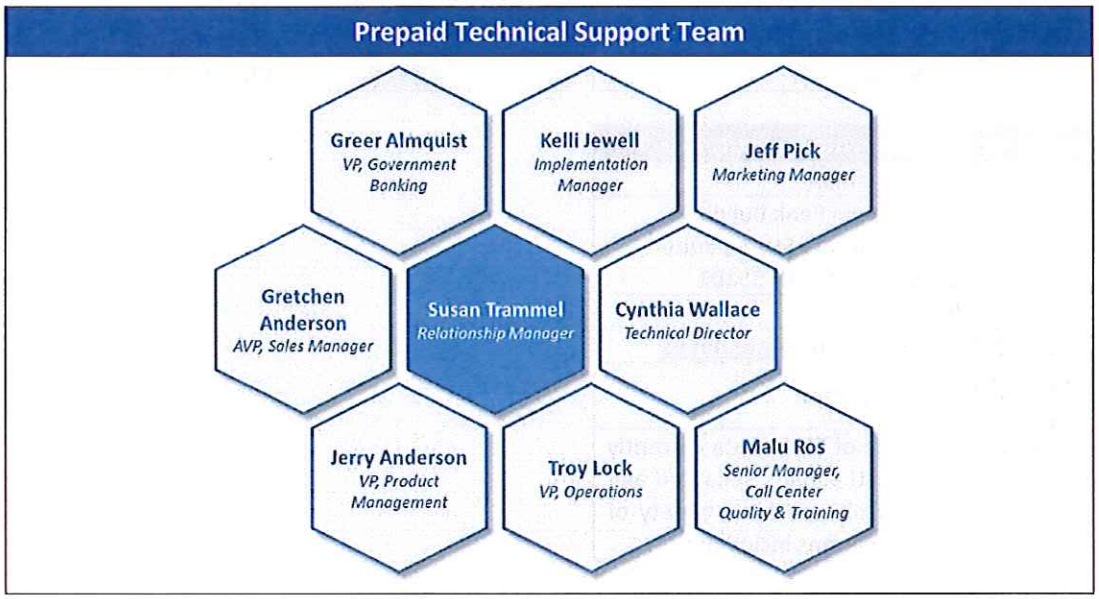
With a U.S. Bank prepaid solution, State cardholders get wide-ranging access to the largest merchant, banking and ATM networks in the prepaid industry. State recipients can use the card as they see fit, wherever Visa debit is accepted – over 38 million worldwide. U.S. Bank prepaid cardholders can also withdraw cash at over 2.1 million Visa/PLUS ATMs and over 102,000 Visa-branded national banks and credit unions. Plus cardholders get true service fee-FREE and surcharge-FREE ATM service within our "in-network" ATM coverage at U.S. Bank, MoneyPass and Allpoint locations.

*Note: Please see our response to **Section IV.A** for our comprehensive prepaid portfolio used for the management of all State programs.*

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

Technical Support Team with Over 150 Years of Combined Experience

State administrators also have an entire technical support team at their disposal by phone during normal business hours and via email after hours. Most often, client administrators work closely with our technical support team during the implementation cycle. After implementation, administrators are welcome to utilize the technical support team for one-off needs.



Name & Role	Responsibilities
Cynthia Wallace *Technical Director*	As our business development lead, Cynthia is responsible for key leadership in the program management and transaction processing components of the State's prepaid programs.
Kelli Jewell *Implementation Manager*	Kelli spearheads the actual implementation of the ReliaCard program and assists Susan, your dedicated Relationship Manager, in the day-to-day management of the State's ReliaCard programs.
Jeff Pick *Marketing Manager*	Jeff fills the role as marketing manager assigned to the State's ReliaCard programs and will develop any marketing communications needed.
Jerry Anderson *VP, Product Management*	As our product leader for government and corporate prepaid programs, Jerry will be Susan's primary contact to assist her with any inquiries regarding product information management, features, and functionality.
Troy Lock *VP, Prepaid Operations*	As our prepaid operations leader, Troy will be Susan's primary contact to assist her with any day-to-day inquiries regarding customer service and prepaid card operations.
Malu Ros *Senior Manager, Quality & Training*	As senior quality manager of our in-house, U.S.-based call centers, Malu will assist Susan in all things customer service-related, including monitoring of calls, call quality improvement processes and more.

Note: *Please see our response to* ***Section IV.B*** *for the personnel assigned to the account and technical support teams working on the State programs.*

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

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

Resumes Available via LinkedIn

Due to the public disclosure of government RFPs, U.S. Bank only uses public LinkedIn profiles for resume requests in order to accommodate employee privacy as much as possible. Below are the LinkedIn profile links for all personnel listed in our assigned account and technical support teams:

Account & Technical Support Team Resumes	
Greer Almquist *VP, Government Banking*	https://www.linkedin.com/pub/greer-almquist/9/a7b/9b3
Susan Trammel *Relationship Manager*	https://www.linkedin.com/in/susantrammel
Gretchen Anderson *AVP, Sales Manager*	https://www.linkedin.com/pub/gretchen-anderson/6/32b/171

Cynthia Wallace *Technical Director*	https://www.linkedin.com/pub/cynthia-wallace/31/20b/a32
Kelli Jewell *Implementation Manager*	https://www.linkedin.com/pub/kelli-jewell/23/758/546
Jeff Pick *Marketing Manager*	https://www.linkedin.com/pub/jeff-pick/5/813/819
Jerry Anderson *VP, Product Management*	https://www.linkedin.com/in/jerryanderson444
Troy Lock *VP, Prepaid Operations*	https://www.linkedin.com/pub/troy-lock/7/b75/69a
Malu Ros *Senior Manager, Quality & Training*	https://www.linkedin.com/pub/malu-ros/14/2/478

i. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

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

Fiserv Output Solutions (FOS) Facility (Indianapolis, IN)

U.S. Bank uses Fiserv Output Solutions as our card fulfillment process provider for our ReliaCard programs. FOS is Visa and MasterCard certified operation and a U.S.P.S; providing U.S. Bank a more streamlined mailing process and a multitude of process enhancements.

Fiserv, Inc. (NASDAQ: FISV) is a leading global provider of information management and electronic commerce systems for the financial services industry, providing integrated technology and services that create value and results for our clients. Fiserv drives innovations that transform experiences for more than 16,000 clients worldwide, including banks, credit unions and thrifts, billers, mortgage lenders and leasing companies, brokerage and investment firms and other business clients.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;

U.S. Bank has a UNIQUE Understanding of the State's Programs

Acknowledged. As the incumbent prepaid provider for the State, U.S. Bank has a unique vantage point that no other competitor can mimic or claim to have. We know what you need. We always have. Our account and technical support teams have been in place for years and continue to work steadfastly on the monitoring and maintenance of the State's programs. Beyond that, we'll also innovating our entire prepaid process – internalizing almost all of the processes, driving out costs and improving security and feature functionality. There isn't another prepaid provider out there that understands the State business like we do:

Project Requirements Understanding		
Requirements	***Status***	***Value-Add***
Project Overview	Currently Providing	• ***More Admin Features:*** Not only are we meeting all the State's needs for prepaid card programs, but we're currently migrating the existing programs to our more secure, in-house prepaid processing platform. With that, State admins get a more comprehensive admin website, a

		much more robust reporting suite and more process/technology flexibility
Project Environment	Currently Providing	• ***NEW Technical Director:*** While we are leaving our entire account and technical support team in place to ensure consistency through the process, U.S. Bank also assigned the State a Technical Director to help assist with the transition to our new platform. Cynthia Wallace will provide the team with an unprecedented look into our processing technology and how we can use it to improve the State's programs.
Business Requirements	Currently Providing	• ***STILL the Top-Ranked Bank:*** When we began working with the State, U.S. Bank was one of them most prudent, stable banks in the country. Even through the recession, we grew when others failed. Through the entire relationship with the State, we provided the steady, strong hand in the State's prepaid programs. And today, we still stand above all others as the top-rated bank in the nation.
Scope of Work	Currently Providing	• ***More Cardholder Features:*** Our new processing platform also provides the State's cardholders with an added portfolio of card features and services, including: o Additional "In-Network" ATM Coverage – Allpoint® (where applicable) o Onsite Instant Card Issuance o Prepaid Savings Account o Cashback Rewards o Mobile Banking App o Practical Money Skills
Functional Requirements	Currently Providing	• ***Increased Program/Process Flexibility:*** U.S. Bank can provide all required prepaid solutions except the gift card program. While we have the functionality, U.S. Bank is not developing any more gift card programs as federal regulations such as the Card Act has virtually made them too costly to produce. However, with our new internal processing platform, we have the tremendous ability to innovate and apply advances to the State's programs much faster than most third-party solutions.
Proposed Resolution	Currently Providing	• ***Meeting All Service Levels:*** U.S. Bank has met all of the State's service levels for the duration of our relationship, and plan to meet these expectations throughout the future of the partnership.
Perform Implementation	Currently Providing	• ***Program Implementation Already Complete:*** As the incumbent provider, the U.S. Bank prepaid programs have already been developed, tested, implemented and operational. As a matter of fact, we are almost half way through a complete migration off our out-dated prepaid products and onto our new prepaid products that utilize our internal, more secure prepaid processing platform.
Provide Post-Implementation Support	Currently Providing	• ***Same Consistent Support Team:*** As the incumbent provider, U.S. Bank has the same account and technical support teams that have grown and assisted with the maintenance of the State programs for years. The U.S. Bank solution gives the State a staff of seasoned prepaid specialists, already aligned to your needs.
Deliverables	Currently Providing	• ***COST FREE to the State:*** All our prepaid solutions and processes as recommended by U.S. Bank, including our ReliaCard, AccelaPay, Focus Card and future PayCard products; will come at NO COST to the State. In the rare circumstance that the State would request a process solution outside of our recommended scope, U.S. Bank would reserve the right to analyze those measures and potentially charge a custom

		development fee to the State and/or adjust cardholder fees to accommodate the State's request.

b. Proposed development approach;

Continue as Planned

As discussed in our response to ***Section IV.B*** above; U.S. Bank plans to ultimately have the State's programs migrated to our upgraded prepaid programs on our own internal prepaid processing platform. In order to accomplish such an intricate and massive feat, we have developed a migration plan for all State prepaid programs:

State of Nebraska Prepaid Migration Plan				
Program	*Product/Platform*		*Migration Plan*	
	Existing	*New*	*Est. Start*	*Est. Duration*
2. Child Support(NCSPC)	ReliaCard (FIS)	ReliaCard (FSV)	COMPLETED	COMPLETED
3. Dept of Health & Human Services (DHHS)	ReliaCard (FIS)	ReliaCard (FSV)	COMPLETED	COMPLETED
4. Unemployment Insurance	ReliaCard (FIS)	ReliaCard (FSV)	COMPLETED	COMPLETED
8. Public Employees Retirement Systems (NPERS)	ReliaCard (FIS)	ReliaCard (FSV)	COMPLETED	COMPLETED
9. Worker's Compensation (NWCC)	ReliaCard (FIS)	ReliaCard (FSV)	COMPLETED	COMPLETED
5. University of Nebraska – Stipends	AccelaPay (FIS)	Focus Card (FSV)	Q1 2015	Q1 2015
10. Nebraska State Payroll	AccelaPay (FIS)	Focus Card (FSV)	Q1 2015	Q1 2015
11. Nebraska & State College (NSCS) – Payroll	AccelaPay (FIS)	Focus Card (FSV)	Q1 2015	Q1 2015
6. DOC – Community Center	AccelaPay (FIS)	PayCard (FSV)	Q4 2015	Q4 2015
7. DOC – Inmate Release	NONE	PayCard (FSV)	Q4 2015	Q4 2015
***Note:** As with all transition/migration plans of this size and scope, all aspects of the plan have the ongoing potential to change due to unforeseen circumstances and reprioritization.*				

c. Technical considerations; including Forms A.2 – A.12

Complete Functional Requirement Responses Included

Acknowledged. As part of our response to this section, we have created ***Exhibits A2 – A12*** at the back of this response to address this functionality.

d. Detailed project work plan; and

Comprehensive Implementation Plans

The key to a successful program launch is a proven implementation plan. Our U.S. Bank Prepaid Implementation Plan is thorough and methodic in its deployment, yet still presents tremendous flexibility to be reviewed and adjusted "on the fly" should State administrators decide that a change is necessary. Our experience has shown that no two prepaid program deployments are exactly the same, and we fully understand that clients will often require numerous changes to program specifications while working through the implementation.

As part of our migration plan above, only the DOC – Inmate Release program will require a standard implementation plan, as it has no preceding card program before it to convert.

*Note: Please see **Exhibit IV.G – SAMPLE Implementation Plan** for drill-down details into the responsibilities of all parties involved in the implementation.*

Conversion Plans Used for Existing Programs

For other programs, specifically the University of Nebraska – Stipends, Nebraska State Payroll, Nebraska & State College (NSCS) – Payroll and the DOC – Community Center; those will require a conversion from their existing program. To help successfully manage a program conversion – much like the converted ReliaCard progams – U.S. Bank will employ a conversion plan. Similar in nature to an implementation plan, the conversion plan covers the necessary deliverables of sunsetting one program and transitioning those cardholders to a new program.

*Note: Please see **Exhibit V.4.d – SAMPLE Conversion Plan** for drill-down details into the responsibilities of all parties involved in the implementation.*

e. Deliverables and due dates.

Program Migration In Process

Acknowledged. U.S. Bank is already in process of migrating the State's existing programs to our upgraded prepaid card products on our in-house prepaid processing platform. In the migration chart above, we listed the estimated start times and durations for the program migrations.

*Note: Please see our response to **Section V.4.b** for the due dates of our proposed migration plan to our new prepaid platform.*

Additionally, our implementation and program conversion plans listed above contain all the necessary deliverables and owners for each task involved in a program implementation/conversion.

*Note: Please see our response to **Section V.4.d** for the deliverables of our proposed migration plan to our new prepaid platform.*

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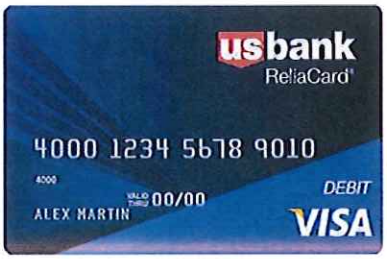
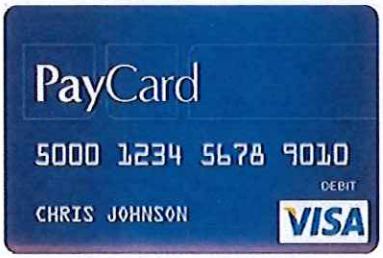
PROPOSAL SUMMARY

We wish to thank the State for allowing U.S. Bank to submit this proposal on our industry-leading prepaid solutions. To that end, our proposed program builds, while offering the State flexibility in roll-out methodologies, also provide a strong value proposition to other competitive products. Almost all card transactions are FREE, and an array of value-added features – such as text alerts, mobile banking, bill payment and more – combine to create a compelling prepaid card offering for your recipients, along with the added security, convenience and prestige of carrying a Visa® branded card:

U.S. Bank Prepaid Differentiators	
 **ReliaCard®** *for Benefits Disbursements*	 **Focus Card™** *for Payroll and Stipends*
 **PayCard™** *for Department of Corrections*	
Current State Partner	• **10 Years of Government Prepaid Experience with the State** – Since 2004, U.S. Bank has been the State's premier choice in government prepaid solutions supporting the following programs: o Child Support (NCSPC) o Department of Health & Human Services (DHHS) o Unemployment Insurance o Public Employees Retirement Systems (NPERS) o Worker's Compensation (NWCC) o University of Nebraska – Stipends o Nebraska State Payroll o Nebraska & State College (NSCS) – Payroll o DOC – Community Center • **A Long-Term Banking Partner of the State** – U.S. Bank employs over 645 people across 55 retail branches and corporate locations within Nebraska, serving over 307,000 business and consumer customers, including over 200 departments within the State. • **Active Nebraska Community Service Provider** – As a retail bank doing business in the State, U.S. Bank serves on 42 nonprofit boards and committees that focus on affordable housing, economic development, neighborhood revitalization, financial literacy and the arts.
Prepaid Pioneers & Industry "Approved"	• **First Government Prepaid Solution Launched** – The 2001 Colorado state child support program. • **Innovative Products and Financial Services** – 5 straight Paybefore Awards. • **In-House Prepaid Card Solution** – The majority of the prepaid process is owned and operated by U.S. Bank. • **Thumbs Up from the NCLC** – The National Consumer Law Center (NCLC) recently gave U.S. Bank government programs 100% approval.
Government	• **Directly Serves Agencies of ALL Types** – Unemployment, Child Support, Trade

Agency Focus	Adjustment Assistance, TANF, Payroll, etc. • **Built for Government Programs** – Product and support structure designed for government agencies. • **Comprehensive Array of Banking Products** – For governments, counties and municipalities. • **Designed for Optimal Public Relations** – Prepaid products that employ U.S. Bank's prudent banking philosophies to maintain positive public relations.
BEST-in-Class Prepaid Experience	• **FREE & UNLIMITED POS Access** – Over 38 million global POS locations. • **LARGEST FREE & UNLIMITED ATM Network in Market** – Over 26,000 Surcharge-FREE ATMs in the world: U.S. Bank® and MoneyPass®. • **Widespread COST FREE Visa Bank Access** – Over 102,000 Bank Branch locations. • **Superior Prepaid Card Customer Satisfaction** – In a recent government program Visa prepaid study, our ReliaCard out-performed other prepaid products.
Government Program Expertise	• **Extensive Government Program Experience** – U.S. Bank manages 78 different government agency programs across 26 states. • **Proven Strategy and Execution** – In order to maximize card adoption and cost savings. • **In-House Prepaid Expertise** – Legal and compliance teams to ensure complete adherence to regulatory guidelines and laws. • **Dedicated State Focus** – State account teams and annual, onsite government program summits designed to optimize program performance. • **EXCLUSIVE State Features** – Onsite instant issue emergency cards, PR kit, case study, rewards card package and more.
Industrial Strength Platform	• **Scalable, Robust, Reliable** – Capable of managing any program size. • **Built for Customization** – Flexibility offers program customization to meet agency needs. • **Massive Throughput** – Billions of transactions processed and millions of cards delivered. • **Fully Tested Product Innovations** – Unlike certain in-market "one-card" products, U.S. Bank only offers fully-tested, fully-functional prepaid products.
Backed by the Integrity of U.S. Bank	• **Highest Rated National Bank** – Moody's, S&P, Fitch and DBRS. • **#1 in Customer Privacy and Data Security** – Ponemon Institute, 2006-2013. • **5-Time Prepaid Innovation Award Winner** – Paybefore, 2009-2012. • **Spirit of America Award** – United Way, 2011. • **Top 10 Greenest Banks** – Banking Technology News, 2011.

We believe U.S. Bank, as an innovator and clear leader in government prepaid disbursement solutions, is best-suited to be your partner of choice in this important undertaking. Our ReliaCard solution accomplishes all required RFP objectives and more, while maintaining federal and state compliance and industry best practices. Our comprehensive suite of prepaid administrative tools facilitates government disbursements and program management, and our program will complement the State's culture and provide recipients with a real benefit over other prepaid card solutions.

A Continued Strategic Partnership with U.S. Bank Featuring Our Proven Prepaid Solutions will result in:

- ✓ A prepaid portfolio managed by a qualified bank in the State of Nebraska.
- ✓ Payments expertly driven by an authorized issuer of prepaid cards.
- ✓ An unprecedented integrity supported by the most financially stable and highest rated bank in in the nation.
- ✓ Prepaid programs framed by our existing ability, capacity and skill on current Nebraska programs.
- ✓ All State program technical needs and time frames met.
- ✓ An innovated card product for your recipients with more features and less fees.

U.S. Bank looks forward to continuing our prepaid partnership with the State and welcomes any questions or inquiries from agency stakeholders. As we have done for over 10 years, our dedicated team of prepaid specialists is at your disposal. Feel free to contact us at any time, for any need.

All of us serving you™

STATE OF NEBRASKA

Don Stenberg, State Treasurer

State Capitol, Suite 2005 | P.O. Box 94788 | Lincoln, NE 68509 | 402-471-2455 | www.treasurer.org

ADDENDUM TWO

Date: September 16, 2014

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST080414 to be opened October 14, 2014 at 2:00 PM Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1. Would the State please confirm that a federal savings bank is eligible to submit a bid? Page 5 of the RFP states that "Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska." Nearly identical language is found on page 7 of the RFP, where it states that "Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska[.]"	A capital stock federal savings bank (Neb. Rev. Stat. §77-2387) which has a main chartered office in this state (Neb. Rev. Stat. §77-2387 and Neb. Rev. Stat. §77-2301) is eligible to submit a proposal.

Questions	Answers
Under Neb. Rev. Stat. § 77-2387(2), the term "bank" means "any state-chartered <u>or federally chartered bank</u> which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank" (emphasis added). A federal savings bank is a federally chartered bank (and is FDIC-insured). Thus, a federal savings would appear to qualify as a "bank" pursuant to Neb. Rev. Stat. § 77-2387(2), subject to the other requirements set forth in the definition. However, page 39 of the RFP and Form A.1 of Attachment A indicate that the bidder must be "a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2)." Under federal banking law, "national bank" is a specific term of art that does not include a federally chartered savings bank. However, it does not appear that these references to "state or national bank" were intended to exclude any bank that falls under the definition in Neb. Rev. Stat. § 77-2387(2). Accordingly, we would appreciate it if the State would confirm that a federal savings bank is eligible to submit a bid.	

Questions	Answers
2. On page 5 of the RFP, it states that "Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska." Nearly identical language is found on page 7 of the RFP, where it states that "Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska[.]"	
a) May a bank that does not have a physical office in Nebraska, but which still does business in Nebraska (including offering prepaid cards to Nebraska residents), satisfying the "qualifying office" requirement through correspondents or agents that have physical presences in Nebraska?	No. See answer to Question #1.
b) If the bank must have a physical office in Nebraska, would a bank office in Nebraska established to administer the program constitute a "qualifying office" even if the office in Nebraska is not a full branch of the bank?	No. See answer to Question #1.
c) Regardless of what constitutes a qualifying office, may a bank that does not presently have such an office still submit a bid, provided that the bank commits to establish a qualifying office if the bank is the successful bidder?	No.
3. Can the second mandatory qualification that requires the bidder be an authorized issuer of cards be met by a partnering organization/subcontractor?	No, as stated in the RFP the bidder must be a member of Visa or MasterCard and be an authorized issuer of cards for the purposes detailed in this RFP.
4. With respect to the third mandatory qualification regarding 3 years of experience, will the state allow the proposed team of partners to meet this qualification collectively?	No, the bidder must have at least three years' experience in providing a stored value card program with the size like the State of Nebraska's.

Questions	Answers
5. Please clarify are paper warrants the negotiable item being delivered to the recipient or is it notification of benefit. Please supply list of countries as outlined in RFP	Warrants are the government equivalent of a personal or business check. Canada, Netherlands, United Kingdom, Mexico, Sweden, and Germany.
6. Please share more details around parolees who return to a foreign county, how their background check is handled per the Patriots Act today?	Parolees or discharged inmates that are returned to a foreign country have occurred in two ways. 1) Most are returned via Immigration and Customs Enforcement (ICE) and may not be issued a release card, but a check. Inmates returning to Mexico may prefer a release card because they have difficulty cashing checks. 2) Some inmates do return to their country via other means when ICE has not placed a hold on them, generally this has been individuals returning to Mexico. Inmates returning to Mexico may prefer a release card because they have difficulty cashing checks.

STATE OF NEBRASKA

Don Stenberg, State Treasurer

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ADDENDUM ONE

Date: August 29, 2014

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST080414 to be opened September 12, 2014 at 2:00 PM Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1. On page 1 of the RFP, it states that each vendor needs to provide "one (1) original and twelve (12) copies of the entire proposal" with our submission. Yet on page 28, in Section G. Submission of Proposals, the RFP states that each vendor only has to supply "one (1) original of the entire proposal" with our submission. Can the state please clarify which submittal guideline is accurate?	Please provide one (1) original and twelve (12) copies of the entire proposal.
2. What is the # of disbursements per month? As a cardholder, how many times per month will I get a disbursement? We're looking for the frequency of loads per month for each program.	Exhibit 1 shows the total number or loads for each program from January 2012 to June 2014. The number of disbursements for a cardholder varies depending on the program and the cardholder's situation. Frequency of loads per month for each program is listed on Exhibit 1.

Questions	Answers
3. How many times per month will a card receive a load?	The number of loads per month is dependent on what the program the card was issued for and what the pay cycles are.
4. What is the # of months that a claimant receives disbursements? We are looking for the total number of loads per cardholder. For example- for someone who gets UI disbursements to a prepaid card, how many loads in total would that person receive, on average? e.g., 20 loads over the life of the claim.	Nebraska Department of Correctional Services (NDCS) could have an inmate with a load every week for a few years, but generally not more than 3 to 4 years. From Department of Health and Human Services (DHHS) - We are not able to provide data regarding the average duration of program participation at this time. Some payees receive a monthly payment. Others may receive as few as one. Others receive several payments during a given month. During the period of July 2013 through June 2014, DHHS made 157,990 payments to ReliaCard accounts at US Bank. Department of Labor 26 weeks per UI regular claim, however if special programs involved, up to 52 weeks. From Nebraska Child Support Payment Center (NCSPC) - There are no set numbers, the number of payments a claimant will or can receive on the card, this is a case by case situation. From State Accounting - For payroll, it would be minimum of 2 possibly 3 per month. From the University of Nebraska (UN) - In Athletics it can vary - the student athletes are here for 4-5 years or more and could have 100 loads during that period.
5. How often does an individual Nebraska Child Support Payment Center recipient receive a payment (pay cycle – weekly, monthly)?	From NCSPC- There is no actual pay cycle, child support payments are disbursed when they are received from the non-custodial parent (payor).
6. How often does a DHHS recipient receive a payment (pay cycle – weekly, monthly)? What is the average duration of program participation for the recipients in the respective programs?	From DHHS - We are not able to provide data regarding how frequently an average payee receives payments at this time. Some payees receive a monthly payment. Others may receive only one. Others receive several payments during a given month. We are not able to provide data regarding the average duration of program participation at this time. During the period of July 2013 through June 2014, DDHHS made 157,990 payments to ReliaCard accounts at US Bank.

Questions	Answers
7. How often does a student receive a stipend payment (pay cycle – weekly, monthly)? What is the average duration of payments made to a recipient?	From the University - Again this can vary from quarterly for some to possibly several times a month. The average athlete would be here for 4-5 years.
8. How often does a Nebraska Workers Compensation Court (NWCC) participant receive a payment pay cycle – weekly, monthly)?	NWCC participants do not receive regular scheduled payments. Payments are issued whenever a claim is submitted by the participant and approved by the court. There are no limitations placed on a participant for when or how many times a participant can submit a claim.
9. Can you further explain your Employee Self Service methodology supported currently and confirm if it is only used for Colleges Payroll and not any of the other proposed programs?	From the University – neither UN nor Nebraska State College System (NSCS) have any plans that will require ESS methodology as a source for the Stored Value Card creation and/or changes. This question shouldn't have been included in the RFP and doesn't need to be answered.
10. Section II. M., 2. Of the RFP states, "2. Bidder must be a Bank (Form A.1; a. Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska; b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP." Will the State allow the prime contractor to be an entity other than a bank if the prime contractor and their banking partner otherwise meet the requirements of the RFP?	No. A bank must be the contractor and any other parties involved would be sub-contractors. See answer to question #20.
11. For those items having a volume of "1" (meaning the charged volume was 0), can the State also provide the actual volume associated with each item during 2013?	Since these charges are related to the cardholder's activity the state is unable to provide volume.
12. RFP states: "Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. "Should this read "...and do <u>not</u> libel anyone or infringe..."?	Yes, it should read, "... and do <u>not</u> libel anyone or infringe upon any patent, copyright, proprietary right or any other right whatsoever of any other party."

Questions	Answers
13. The Glossary of Terms states: "**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive." RFP Section II, Part G states: "A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials." Would the State please clarify whether the document providing list of proprietary materials and the proof that this information is proprietary should be included in the Technical Proposal or in the separately sealed Proprietary Material package? If in the Technical Proposal, please clarify where this should be included in our response.	The bidder may provide the State a list of proprietary materials in the Technical Proposal. The location within the proposal should follow the same general format as the RFP.
14. Given the State does not intend to respond to questions until August 29th, would the State agree to extend the proposal due date by an additional 30 days in order to provide Bidders with sufficient time to incorporate all responses into their proposals?	Yes. See revised schedule attached.
15. Would the State agree to allow an additional question and answer period in order for Bidders to ensure clarity in the RFP as well as ask follow-up questions to responses provided on August 29th?	Yes. See revised schedule attached.

Questions	Answers
16. RFP states: "Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) to the contact person shown on the cover page of the Request For Proposal Form." RFP also states: "It is preferred that Form C, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4390 or delivery by US mail." Would the State please confirm that these references to "Form C" should be references to "Form B"?	When referring to Form C in the RFP, the State actually means Form B "Notification of Intent to Bid".
17. RFP states: "Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet." Would the State please confirm what information should appear on the address label other than the appropriate State delivery address outlined in RFP Section II, Part A?	The address label should include the following information; the RFP #NST080414; the buyer's name, Jason Walters; and the correct mailing address as listed in Section II, Part A.
18. Please confirm whether Bidders should also provide one (1) original and twelve (12) copies of our Proprietary Material or whether it is permissible to include this package only with the one original proposal submittal.	The bidder will provide the State with one (1) original (marked as original) and twelve (12) copies of the complete bid.
19. RFP states: "The Technical Proposal must not contain any reference to dollar amounts." Would this State please clarify how this requirement applies to discussions of "no cost," "fee-free," "surcharge-free," etc. transactions as detailed in RFP Section IV and RFP Attachment A Forms? Is it permissible to use these general phrases in our responses without including any reference to specific transaction fee amounts?	In the evaluation process, the Technical proposal should only be evaluated on the technical responses provided and not be influenced by the cost related. Yes, you my use the general phrases in your response in the technical proposal portion of the RFP.

Questions	Answers
20. Funds distributed to a payment card are provided the same privacy and financial protections as funds distributed to a bank account through direct deposit. In both cases, funds are considered distributed and "owned" by the cardholder and therefore not in the possession of the State. Payment card funds are held in an aggregated in-trust account at a qualified FDIC insured institution. 1) Based on this information, would a non-financial institution be considered a qualifying "Bidder" if it's Proposal included a qualifying bank as a subcontractor for all banking-related activity? 2) What is the public, State, or agency need for requirement "the Bidder must be a bank as defined in State Statute § 77-2387(2)"? 3) What is the basis in law for the mandatory requirement a "Bidder must be a bank as defined in State Statute § 77-2387(2)"?	See attached page for answer to this question.
21. RFP states: "Bidders should submit the above certification(s) with their bid." Would the State please clarify where these should be included in Bidders' proposals? Should these be included with our response to RFP Section V, Part A, item 2. Form A.1 and Financial Stability Information or should this be included as an Attachment in our Technical Proposal?	The location within the proposal should follow the same general format as the RFP.
22. RFP states: "Bidders should include completed Section III with their proposal response." Where should Bidders include their completed Section III in their proposal responses? Is it permissible to include this as an Attachment in our Technical Proposal?	The location within the proposal should follow the same general format as the RFP.
23. RFP states: "The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-4390 (fax)" Would the State please confirm whether the certificate of insurance coverage should be included with the proposal response or submitted separately via fax?	The State would recommend that the Certificate of Insurance be faxed to the State Treasurer's office to the attention of the buyer at 402-471-4390.

Questions	Answers
24. RFP states: "Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs." Would the State please clarify that "received a file from the State" means "received a file originated by the State and delivered through the banking network"?	Yes, "received a file from the State" means "received a file originated by the State and delivered through the banking network".
25. RFP states: "An "echo" file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The echo file will include identical information that was send by State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that an echo file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the "echo" file or pay liquidated damages to the affected programs." Typically, Contractors return a batch file summary report. Would the State clarify that a batch summary report is sufficient or does the State intend on the contractor sending back each line item contained within a file? Would the State provide additional information and a current sample of the card enrollment report?	A batch summary report would be sufficient. From DHHS - The echo file we get back is the same layout as the request file. The only difference is, on the echo file the Cardholder account number, Transaction account number, and Expiration date are populated. Attached is a current sample of the card enrollment report. From NDCS - a sample enrollment file attached
26. Would the State please confirm that the Disaster Recovery/Back up Plan is to be provided by the successful contractor upon contract award?	Yes, the State will accept the plan upon contract award.
27. RFP states: "Contractor creates an account for any new cardholders. Information needed for the cardholder would be: First name, middle initial, last name, address, city, state, zip, home phone number, daytime phone, date of birth, social security number, and optional mother's maiden name and email address." Would the State agree to allow Bidders to propose the use of a unique account password established by the cardholder instead of requiring cardholders use "mother's maiden name"?	Yes. In addition, please note that NDCS will not supply phone numbers, mother's maiden name or an email address, but will supply the inmate's ID number.

Questions	Answers
28. RFP states: " Contractor sends new card package to the new account holder within two days and will include the following information" Would the State agree to change to read "Contractor sends a new card package to the new account holder within two business days of receipt of a valid file and will include the following information"	Yes. In addition, please note that NDCS Cards must all be sent to Accounting and that is the only address that we supply.
29. RFP states: "Summary of the top market segments broken down by type, number of purchase transactions and the percentage of the total monthly sales for each ranked from highest to lowest" Would the State please define "top market segments"? Also, would the State please provide a sample of this report?	Top market segments would be industry classifications for where cardholder transactions occur. The State does not currently receive this report. It is information the State wishes to receive under a new contract.
30. Under the heading "State to Contractor Enrollment Process," RFP states: "If a card which has not been activated seven days after the NCSPC has automatically enrolled the CP, future payments will be loaded to the card. A letter will be generated notifying the CP of the funds loaded to the funds." Should this read: "A letter will be generated notifying the CP of the funds loaded to the card account" instead of "funds loaded to the funds"? Further, would the State clarify that it is the State's responsibility to send a letter to the CP?	The statement should read "funds loaded to the card". This was an oversight on the part of the State, as no letter will need to be generated.
31. RFP states: "Account numbers generated for this payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number" Would the State explain what the static prefix is and how this number will be used?	From State Accounting - The static prefix was prescribed by the vendor to denote a payroll account in Nebraska. Thus the ending of the prefix with the NE. We could use any numbering system as long as it included the address book (employee) number to identify the employee here. From the University - the prefix for the University of Nebraska, State Colleges and State Agencies is uniquely identified for each of these entities payroll card.

Questions	Answers
32. RFP states: "Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification." Would the State please provide more detail on how it would like Bidders to identify these subdivisions? Can these be addressed as subsections of our response to RFP Section V, Part A, item 4 Technical Approach? If not, please clarify where these subdivisions should be addressed	The State encourages the bidders to label the subdivisions the same way the State listed them in the RFP. The location within the proposal should follow the same general format as the RFP.
33. Given that debit card programs are provided at no cost to entities, would the State agree that Bidders may utilize a zero dollar figure under budgeted cost of implementing or remove the requirement?	The mandatory technical requirements for the State are at no cost, however, optional services could require payments to the contractor.
34. Would the State please clarify how Vendors should organize their response to the requirements in RFP Section IV Project Description and Scope of Work under the five categories outlined in item 4 Technical Approach as it does not appear to match directly? For example, would it be acceptable to the State to address these requirements under the following subsections? If not, please provide the organization Bidders should use. **a.** Understanding of the project requirements; RFP Section IV, Part A. Project Overview RFP Section IV, Part B. Project Environment **b.** Proposed development approach; RFP Section IV, Part G. Perform Implementation RFP Section IV, Part H. Provide Post Implementation Support **c.** Technical considerations; including Forms A.2 – A.12 RFP Section IV, Part C. Business Requirements RFP Section IV, Part D. Scope of Work RFP Section IV, Part E. Functional Requirements RFP Section IV, Part F. Proposed Resolution **d.** Detailed project work plan; and **e.** Deliverables and due dates. RFP Section IV, Part I. Deliverables (Required)	The location within the proposal should follow the same general format as the RFP. Yes, this format would be acceptable.

Questions	Answers
35. Would the State please clarify where Form A.13: Agency-Specific Technical Requirements – NE Game & Parks Optional Gift Card Program should be included in Bidders' proposals?	The location within the proposal should follow the same general format as the RFP.
36. As it is our understanding that this contract is to be offered at no cost to the State, would the State please clarify the applicability of RFP Section V, Part C? It is our understanding that the State will not make any payments to the Contractor.	The mandatory technical requirements for the State are at no cost, however, optional services could require payments to the contractor.
37. Would the State please clarify where the completed Form A should be included in Bidders' proposals? Is it permissible to include this in an Attachment in the Technical Proposal?	The location within the proposal should follow the same general format as the RFP.
38. RFP states: "Forms A.1-A.11 are to be included as part of the Technical Proposal. Forms A.12 is to be submitted as the Cost Proposal." Would the State please confirm if these references are accurate? It appears that Form A.12 might be better included in the Technical Proposal and no instructions are provided regarding where Forms A.13 through A.16 should be included in Bidders' proposals.	Forms A.1 – A.12 should be included in the Technical Proposal with Form A.13 (optional) at the end. Form A.14 – A.15 should be in the cost proposal packaged separately. And would include optional form A.16.
39. Are Bidders permitted to add a header and footer to these forms to include identifying information such as the Bidder's Name, RFP Number, etc.?	The State will allow the bidder to add a header and/or footer of identifying information.

Questions	Answers
40. The functionality of cancelling cards, reissuing, receiving balance information, listening to remote calls, access to cardholder data through the Administrative terminal, etc. for the debit card program would provide access to card account numbers (PANs), card expiration dates, security codes, cardholders' names and social security numbers, and other nonpublic personal information of Nebraska residents and residents of other states. As well as being a security risk for State employees to have access to all information necessary to access cardholder's funds, under federal and state law, the Payment Card provider, directly or indirectly, has an affirmative and continuing obligation to respect cardholders' privacy and to maintain the security and confidentiality of cardholders' personal information. The Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., prohibits a financial institution from disclosing nonpublic personal information about a consumer to nonaffiliated third parties, subject to certain exceptions, unless the financial institution satisfies various notice and opt-out requirements. In addition, state laws generally prohibit the disclosure of information contained in financial records, except under limited circumstances, such as in response to a subpoena. See, e.g., Cal. Fin. Code §§ 4050 et seq., Conn. Gen. Stat. §§ 36a-40 et seq., Ga. Code § 7-1-360(a), 205 Ill. Comp. Stat. § 5/48.1, Me. Rev. Stat. tit. 9-B, §§ 161 et seq. Many states have also passed specific privacy legislation to limit disclosure of consumer financial records to state and local governments. See, e.g., the North Carolina Financial Privacy Act, N.C. Gen. Stat. §§ 53B-1 et seq. and the Oklahoma Financial Privacy Act, Okla. Stat. tit. 6, §§ 2201 et seq. In order for the Contractor to protect cardholder funds and comply with such laws, will the State issue an amendment to remove these requirements and any additional requirements that provide access to data that is protected by law, as it relates to debit cards?	The State of Nebraska will, of course, comply with all federal and state laws applicable to it. However, we do not entirely understand the question. The cardholder names, addresses, social security numbers and other personal information will be provided by the State to the Contractor. Also, the State will have oversight and auditing responsibilities to ensure that the Contractor is complying with the contract. Therefore, these requirements will not be removed from the RFP at this time. The issue at this point is whether or not the Contractor has the capability of providing the services stated in this question. Any legal questions involved will be addressed once a Contractor has been selected.
41. Form A.1 states: "Please answer the following five mandatory questions with a check mark after the appropriate response." Would the State please confirm that this should read "three mandatory questions"? If not, please provide the additional two mandatory questions.	Yes, Form A.1 should read the three mandatory questions.

Questions	Answers
42. Throughout Form A.2, some requirements include fields to respond to the "Comply", "Unable to comply", "(a) Custom", and "(b) Subcontractor" columns and others do not. Would the State please confirm this is correct or provide an updated Form A.2 that permits Bidders to provide responses to these areas for each requirement?	This is correct. When the option to comply or unable to comply or that the work will be done custom or by a subcontractor is not listed then the bidder must supply a more in-depth response.
43. RFP states: "The bidder shall detail its "Customer Service" capabilities addressing each item identified above." Would the State please clarify what is meant by "each item identified above"?	When referring to the CSR, are they qualified, trained, and able to communicate? As a bidder how do you train your CSR, do they know how to communicate in a professional manner, with knowledge. Or, item 8.5 on From A.2 in Attachment A states that CSR's shall be competent, qualified, trained and able to communicate effectively to accomplish the purposes of the Contract. These are the items the bidder shall be thinking of when detailing its customer service capabilities.
44. Due to the confidential nature of the content, would the State permit the detailed test plan outlined in Form A.2 – Requirement 12.2 to be provided upon contract award?	This is a critical function to this RFP; therefore the bidder must outline a plan with the bid proposal.
45. RFP states: "The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN and NSCS to examine" Would the State please clarify their expectations for ESS?	See the response to question # 9
46. RFP states: "The bidder shall state the average lead time needed for implementation of this contract. Describe the critical factors that may impact the lead time. The State expects the contract resulting from this RFP to be completed in no fewer than 75 calendar days after the RFP award date. If a contract cannot be completed due to unresponsive terms, the State may elect to award to the next qualified bidder. The bidder shall describe the resources it shall make available to complete contracts in a timely basis in order that contract implementation will begin and be completed within 75 calendar days after the RFP award date." Would the State please modify the last sentence to read: "The bidder shall describe the resources it shall make available to complete contracts in a timely basis in order that contract ~~implementation~~ negotiations will begin and be completed within 75 calendar days after the RFP award date."?	This language from the RFP combined two separate issues. The intent is to finalize a contract within 30 days of issuance of "Letter of Intent to Contract" and make the stored value card system fully functional within 45 days thereafter.

Questions	Answers
47. Would the State clarify if it expects bidders to provide written narrative to Section IV – Project Description and Scope of Work given the majority of information is providing Bidders with a description of the current projects and scope of work to be performed?	No, the bidder does not need to provide narrative to the Project Description and/or Scope of Work.

A. **SCHEDULE OF EVENTS – Revised as part of answers to question #'s 14 and 15.**
The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	August 4, 2014
2.	Last day to submit 1st set of written questions	August 18, 2014
3.	State responds to 1st set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing/rfp.htm	August 29, 2014
4.	Last day to submit 2nd set of written questions	September 12, 2014
5.	State responds to 2nd set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing/rfp.htm	September 19, 2014
6.	Last day to submit "Letter of Intent To Bid" (recommended but not required)	October 3, 2014
7.	Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building 1445 K Street, Suite 2005 Lincoln, NE 68508	October 14, 2014 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	October 14, 2014
9.	Evaluation period	October 14 – 28, 2014
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
11.	Post "Letter of Intent to Contract" to Internet at: www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing/rfp.htm	November 20, 2014
12.	Performance bond submission	December 4, 2014
13.	Contract award	December 19, 2014
14.	Contractor start date	TBD

Answer to Question #20:

The state legislature has clearly established by law the fiduciary standards the State Treasurer must adhere to in safeguarding funds "belonging to the several current funds in the state treasury."

Neb. Rev. Stat. § 77-2301(1) provides as follows: "The State Treasurer shall deposit, and at all times keep on deposit for safekeeping, in the state or national banks, or some of them doing business in this state and of approved standing and responsibility, the amount of money in his or her hands belonging to the several current funds in the state treasury...." (Emphasis added).

Likewise the State Treasurer's fiduciary standard for securing "public money or public funds" is specified in Neb. Rev. Stat. § 77-2395(1) in relevant part concerning the deposit of public money in banks as follows: "...the custodial official shall not have on deposit in such depository any public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation...."

For purposes of Neb. Rev. Stat. § 77-2395(1) banks are defined in Neb. Rev. Stat. § 77-2387 as follows: "Bank means any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank." (Emphasis added).

Among the uses of the stored value cards which are the subject of this RFP are child support payments and state employee wages and salaries.

Neb. Rev. Stat. § 43-3346 establishes a state fund for the collection and distribution of child support payments. Therefore, these funds must be placed in a financial institution in the State of Nebraska as required by Neb. Rev. Stat. § 77-2301 and secured in a state financial institution as required by Neb. Rev. Stat. § 77-2395.

Likewise, until state employee wages and salaries are paid out of the state treasury they are subject to the same legislatively determined fiduciary requirements as set forth above.

Since child support recipients and state employees are not able to choose their stored value card provider, the State Treasurer clearly has a fiduciary duty to them in selecting the contractor.

The Treasurer is unaware of any statute that authorizes him to use different fiduciary standards in selecting the State's stored value card provider than in his handling of state funds generally.

It may well be, as a legal matter, that once child support and wage and salary payments are turned over to the stored value card provider they are no longer state funds. However, that

only happens after a stored value card contract has been awarded and funds are transferred. The issue is what fiduciary standards must the State Treasurer employ in awarding the contract.

It is the opinion of the State Treasurer that the Legislature has not authorized him to use different fiduciary standards in arranging for the payment of child support and the payment of wages and salaries of state employees through a stored value card than the fiduciary standards required of him when those exact same funds are in his hands.

Therefore, applying those statutory fiduciary standards to this RFP requires that the stored value card provider must be a federally insured state or national bank doing business in this state and of approved standing and responsibility. This does not preclude the contractor from subcontracting out functions such as the creation and distribution of cards and various other processes so long as the contractor remains fully liable on its contract with the state.

Sample Echo file for NDCS – part of answer to question # 25

00U23 US BANK STORED VALUE BATCH MAINT. REPORT 08/19/14 TUESDAY 886-SET-01 PAGE 1
P.O. BOX 958 CARDBASE MANAGEMENT SYSTEM

MINNEAPOLIS MN 55480 0000

PREFIX: 420719661 NEBRASKA COMMUNITY INMATE
FILEID:

TRAN ACCT	CARD NUMBER	CARDHOLDER NAME	PARTICIPANT ID	TRAN	AMOUNT	USER DATA
00000000000	NOT FOUND			0098	.00	SUCCESSFUL TRANSACTION
00000000000	NOT FOUND			0099	.00	SUCCESSFUL TRANSACTION

00U23 US BANK INCOMING BATCH MAINTENANCE FILE 08/19/14 TUESDAY 979-SET-01 PAGE 1
P.O. BOX 958 RECAP REPORT

MINNEAPOLIS MN 55480 0000
FILEID:

UPDATE DATE	TIME	CARD NUMBER	RECORD	ERROR MESSAGE

BATCH MAINTENANCE FILE SUMMARY

	NO OF TRANS	TOTAL AMOUNT
TOTAL PROCESSED	16	$0.00
TOTAL REJECTED	0	$0.00
TOTAL RECEIVED	16	$0.00

Sample file layout for DHHS – part of answer to question # 25

New Card
Account 101 File

Field	*Type*	*Offset*	*Length*	*Comments*
Record ID number	Z	4	1	4 Required Always "0101"
Institution identifier	C	5	5	5 Required Right-justified, zero filled
Cardholder account number	C	19	10	19 Required if not using account number generation Left-justified, space filled Must be spaces if using account number generation
Update date	Z	8	29	8 Required CCYYMMDD
Update time	Z	6	37	6 Required HHMMSS
Prefix number	C	11	43	11 Required Left-justified, space filled
Transaction account number	Z	11	54	11 Optional Right-justified, zero filled Zeros if not used
Initial transaction amount	Z	11	65	11 Optional Zeros if not used
Expiration date	Z	8	76	8 Required CCYYMMDD
Print dollar amount on card indicator	C	1	84	1 Required Y—Yes N—No
Special handling indicator	C	1	85	1 Required X—Expedite N—No special handling
Cardholder name one	C	26	86	26 Required Left-justified, space filled

Cardholder name two	C	26	112	26	Optional Left-justified, space filled Spaces if not used
Street address line one	C	30	138	30	Required Left-justified, space filled
Street address line two	C	30	168	30	Optional Left-justified, space filled Spaces if not used
City	C	20	198	20	Required Left-justified, space filled
State	C	2	218	2	Required Left-justified, space filled See "State and Province Codes"
Country	C	3	220	3	Required "USA," if spaces or "***" See "Country Codes"
ZIP Code	C	5	223	5	Required
ZIP+4 extension	C	4	228	4	Optional Spaces if not used
Message line one	C	35	232	35	Optional Spaces if not used
Message line two	C	35	267	35	Optional Spaces if not used
Message line three	C	35	302	35	Optional Spaces if not used
Street address line three	C	30	337	30	Optional Left-justified, space filled Spaces if not used
Primary cardholder home telephone number	Z	10	367	10	Optional Zeros if not used
Primary cardholder business telephone number	Z	10	377	10	Optional Zeros if not used

Primary cardholder taxpayer identification number	Z	9	387	9	Optional Zeros if not used
Primary cardholder birth date	Z	8	396	8	Optional CCYYMMDD Zeros if not used
Primary cardholder mother's maiden name	C	18	404	18	Optional Spaces if not used
Optional emboss line	C	26	422	26	Optional Spaces if not used
User data	C	25	448	25	Optional Spaces if not used
Security code	C	4	473	4	Optional Spaces if not used
Participant ID number	C	17	477	17	Optional Right-justified, zero filled Spaces if not used
Filler	C	13	494	13	Required Always spaces
Primary cardholder e-mail address	C	39	507	39	Optional Spaces if not used
Organization ID number	C	11	546	11	Optional Spaces if not used
Division ID number	C	11	557	11	Optional Spaces if not used
Message line four	C	35	568	35	Optional Spaces if not used
Emboss name one	C	26	6`03	26	Optional Spaces if not used
Emboss name two	C	26	629	26	Optional Spaces if not used

Notation: C Alpha-numeric; Z Numeric; P Packed numeric

State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, Nebraska 68508
OR
P.O. Box 94788
Lincoln, Nebraska 68509-4788
Phone: 402-471-2793
Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP #NST080414	**August 4, 2014**
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 12, 2014 2:00 p.m. Central Time	**Jason Walters**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP Number #NST021314 for the purpose of selecting a qualified contractor to provide branded stored value card (prepaid debit card).

Written questions are due no later than August 18, 2014, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and twelve (12) copies of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's office by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material

on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Account Number (as it relates to Prepaid Cards): The 16-digit account number that appears in print on the front of all valid credit, debit, and stored-value cards.

Account Closed: An account terminated either by the cardholder, the bank or according to the program guidelines.

Acquirer (Credit Card): A bankcard association member who initiates and maintains relationships with merchants who accept payment cards; the financial institution (FI) that contracts with a merchant to initiate payment requests to a credit card association or credit card company in the context of credit and debit card payments.

Acquirer (Financial Institution): A financial institution that enters into agreements with merchants to accept branded cards as payment for goods and services; also called acquiring bank or merchant bank.

Actual Duration: The number of equivalent weeks of full benefits an eligible claimant received under any respective program entitlement provisions of a State or Federal Unemployment Compensation Law or other program administered by a State agency.

Addendum: Something to be added or deleted to an existing document; a supplement.

Adjudication: The process of reviewing claims for benefits when it appears a claimant may not meet all requirements for receipt of Unemployment Insurance.

Adjustment Payment: An additional amount paid to a claimant for a week in which benefits were previously determined payable based on data that has been corrected or modified, (e.g. resulting from an increase in the weekly benefit amount, a change in the weekly deductions from the weekly benefit amount, or a change in eligibility for a specific benefit week.)

Affidavit: A written, notarized statement signed under oath or by affirmation.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Agency Related Person (ARP): A 13-digit alpha/numeric identifier. An ARP is any individual whose information is stored in CHARTS.

Aid to Dependent Children (ADC): A program through Nebraska Department of Health and Human Services to provide financial aid to needy dependent children and to needy parents or relatives with whom the children are living.

Aid to Dependent Children (ADC) Client: An individual applying for or receiving ADC/MA. This term is used when the same policies apply to an applicant and a recipient.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appeal decision: The disposition of an appeals case by a written ruling that is issued to one or more parties.

Appeal Tribunal: Statutorily established Administrative Law Court which hears appeals from Department of Labor.

Applicant: An individual who has applied for, or receives continued child support services under Title IV-D, including individuals who previously received a form of public assistance.

Application: The form by which the individual requests services.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Arrearage: Past due child support owed under a court order or an administrative order. If the obligor has an arrearage she/he is said to be "in arrear".

ARO: After Receipt of Order

Automated Clearing House (ACH): The ACH system was developed by the financial industry in the early 1970's as an electronic alternative to checks. The ACH system is a batch processing system designed for high volume, low-value transactions. In an ACH transaction, payment information is processed and settled electronically, thereby increasing reliability, efficiency, and cost effectiveness.

Automated Notification of Change or Refused Automated Notification of Change (COR): The entry is to identify an automated notification of change or a refused automated notification of change. A COR entry must be accompanied by an Addenda Record to specify changed information.

Automated Response Unit (ARU): A telephone system that provides access to account and benefit information 24 hours per day, 7 days per week (24 x 7).

Automated Teller Machine (ATM): An electronic hardware device, accepting deposits, or designated by an Acquirer to accept cards that, when activated by a cardholder through use of a magnetic stripe on a card, is capable of automatically dispensing currency directly from such device and responding to balance inquiries.

Automated Teller Machine (ATM) Transaction: Automated teller machine (ATM) cash withdrawal, deposit, or balance inquiry.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Balance Inquiry: A non-financial transaction that informs the recipient of the available funds in the account via phone, web, ATM or by mail.

Bank Account: see Consumer Account.

Banking day: Any day on which a participating depository Financial Institution is open to the public during any part of the day for carrying on substantially all its banking functions.

Bankruptcy: The procedure by which an individual is relieved of debt(s) through an action in federal court.

Base Period: The time period used to determine claimant's eligibility for Unemployment Insurance benefits.

Batch: A group of records or documents considered as a single unit for the purpose of data processing.

Batch Exception: An error report that lists unprocessed enrollment or load transactions.

Batch file: a file generated in batch processing.

Benefits: Monetary payments made to an eligible unemployed individual, as provided in Neb.Rev.Stat 48-601 to 48-671.

Benefit Year: A period, generally 52 weeks, during which an individual claimant may receive his/her maximum potential benefit amount.

Benefit Year Ending Date (BYE): The last day of a benefit year.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Billing statement: A monthly statement sent to an obligor containing support account summary information and remittance coupons.

Branded Card: A bank-issued card that has a national brand (Visa or MasterCard) label on it.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Business Hours: Any hour Monday through Friday, 8:00 am to 5:00 pm Central Time, excluding federal, state, and bank holidays.

BWE: Benefit Week End

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Cardholder: A person who uses a payment card to purchase goods and services.

Card Issuer: A financial institution/or entity that issues stored value cards.

Card Mailer: The card mailer is a two-sided protective page in which the card is mailed to the cardholder. It will provide information as specified by each State.

Card Not Present: A card number is communicated verbally or otherwise conveyed manually (such as it being entered into a form on the Internet). In a card-not-present transaction, the magnetic stripe is not read, and the card is not visible to the cashier.

Card Present: A card is physically presented at the time of a transaction and the magnetic stripe is read in a terminal. The information from the stripe is transmitted as part of the transaction.

Card-Reissue: The contractor's process utilized to replace expiring cards for existing cardholders.

Card Replacement: The contractor may be asked by cardholders to replace cards that have been lost, stolen, damaged or hot-carded.

Cardholder: A primary or subsidiary payee who has been issued an electronic payment card.

Cardholder Dispute: A dispute initiated by the cardholder for all or part of an amount for which settlement occurred.

Card-to-card Transfer: Transfer of funds from a primary account holder to a designated subsidiary account holder.

Caretaker: A person, other than a parent, who is responsible for a dependent child's welfare and has physical custody of the dependent child.

Case Number: A unique number used to identify a specific payee within a specific program. Case numbers may vary in format and length for each program.

Cash Access: Cardholder transactions for the purpose of spending/withdrawing available funds from a card account.

Cash-back Transaction: A point of sale transaction authorized from an account in which all or part of the transaction amount debited against the cardholder's account is given to the cardholder by the merchant in the form of cash or cash with a purchase.

Certified Copy: A copy of a document or record signed and verified as a true copy by a person who created and/or is the custodian of the document.

Certifies: The process of confirming, formally, that information is true and accurate, (e.g. a claimant certifies each week as to his/her eligibility to receive Unemployment Insurance benefits).

Change order: the mechanism used by the State and the Contractor to effect design changes or system upgrades to the operating system.

Check Issuance: The process to transfer a remaining balance from a closed account to the account holder.

Child Support (CS): The legal obligation of parents to contribute to the economic maintenance of their children; enforceable in both civil and criminal contexts.

Child Support Enforcement (CSE): The administrative division within the Nebraska Department of Health and Human Services (DHHS) that is responsible for the administration of the Child Support Program. It is also called the IV-D agency.

Claim: An application signed and submitted by a claimant requesting consideration for Unemployment Insurance benefits.

Claim Effective Date: The beginning of a claim for benefits or of a disqualification period.

Claim History: Historical data stored for claim.

Claim Type: Values used to codify a claim; initial, additional, transitional, or reopen.

Claim Specialist: An Agency employee who helps unemployed workers apply for Unemployment Insurance.

Claimant: Person applying for Unemployment Insurance benefits.

Claims Adjudicator: An Agency employee who determines the claimant's eligibility.

Claims Center: Where claims taking, adjudication and data entry functions are performed.

Client: Eligible recipients of the state agencies card programs.

Code of Federal Regulations (CFR): The rules established by the federal government which govern the standards and operations of the state's programs' activities subject to federal regulation.

Collection: Money received to be applied to a child support obligation, arrears, interest or other ordered judgments.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Common Services: The scope of work, terms and conditions of this RFP common to all participating programs.

Compensable Week: The seven (7) consecutive days representing the period of time for which authorization is made to compensate an unemployment worker because of his unemployment.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also

mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Confidential information (as it relates to cardholder information): (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request (2) see "Proprietary information" below (3) Also Cardholder Information requiring special treatment due to confidentiality requirements set forth in the RFP.

Consumer Account: A record of the financial transactions associated with a payee held in a funding account in a financial institution established to receive automatic deposits made by the programs, and accessible by the cardholder through the use of the electronic payment card (EPC) issued and serviced by the Financial Institution.

Contact Person: A Treasury Staff member charged with overseeing the management of the business resulting from this RFP once the RFP is awarded. All inquiries, concerns, questions and proposals are sent through this person.

Contactless Cards: Made possible by radio frequency identification, or RFID, allows cardholders to hold their credit or debit cards within an inch or two of a card reader to complete a purchase transaction.

Continued claim: A claim for waiting week credit or payment for one or more weeks of unemployment.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Contractor's Project Manager: The Contractor's staff assigned to oversee the transition, conversion, rollout and operational phases.

Covered Employment: The number of employees covered by Unemployment Insurance reported to the states by employers.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new electronic payment card (stored value card) under "Conversion" as per this RFP.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Current Support: The amount of financial support which is paid in the month it is due.

Custodial Parent/Party: The individual or organization who has primary care and control of the dependent child(ren). Custodial party may be a parent, relative or other individual who has the responsibility for the child(ren).

Customer Service Number: The toll-free telephone number cardholders may call to report a lost, damaged or stolen card, inquire about their account balance, initiate a cardholder dispute, or ask questions regarding other available services.

Customer Service Representative (CSR): Bidder/Contractor staff.

Customer Service Unit (CSU): A 24 x 7 service provided by the Contractor to answer cardholder questions relating to using the system.

Data Transmission: The electronic exchange of information between two data processing points.

Default: The omission or failure to perform a contractual duty.

Demand Deposit Accounts (DDA): Commonly referred to as a checking account, a DDA is a method by which an account holder uses a commercial bank to transfer funds to and receive deposits from a third party.

Dependent Child: A minor person is entitled to support from his/her parents or others in place of his/her parents.

Determination: A resolution of an issue by a Claims Adjudicator.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Direct Deposit: The process that results in electronic depositing of funds into a checking or savings account.

Disaster Recovery: The restoration of systems and communications after an outage or disaster.

Disaster Unemployment Assistance (DUA): A federally funded program that helps claimants who lose their job(s) because of a natural disaster such as flooding, tornadoes and hurricanes. This act (Stafford Act, Sect 410), authorizes the U.S. President to provide any individual unemployed as a

result of a major disaster such assistance as the President deems appropriate while an individual is unemployed.

Disbursement: Processing of the payables to consumer payees.

Disclosure: Information provided by the Card Issuers to its cardholder that discloses its policies relating to the operation and usage of the card.

Distribution: The apportionment of child support collected to the various types of debt within a child support case according to the guidelines established by state and federal laws.

Disqualification: A withholding of benefit payments, reduction of total benefit payable or cancellation of wage credits when claimants do not meet all nonmonetary eligibility requirements of Neb. Rev. Stat.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

DOL (Department of Labor): The state agency that manages the Unemployment Insurance program.

DUA effective and end date: Federal declaration of the effective and end dates of a disaster.

DUA wages: Wages received for a DUA claim.

Due Process: Providing sufficient notice of legal and/or administrative actions, including notices and hearings to the participants, and advising him/her of their rights, and providing an opportunity to be heard.

Duration of Benefits: The number of weeks compensated for the year divided by the number of first payments.

EB (Extended Benefits): A federal Unemployment Insurance program that goes into effect when unemployment rates are high over a period of time, either nationally or on an individual state basis.

Effective Date: The beginning of a claim for UI (DOL) benefits or of a disqualification period.

Effective Entry Date: The date the originating company expects payment to take place. The ACH Operator reads the effective entry date to determine the settlement date.

Electronic Funds Transfer (EFT): The process by which money is transmitted electronically from one bank account to another.

Electronic Payment Card (EPC): An electronic payment card payment product which operates from a funding account in a financial institution established to receive automatic deposits of payments made by the programs with an individual account set up for each participating payee and which bears either the Visa or MasterCard service marks. (Also known as prepaid debit card or stored value card).

Electronic Signature: By Neb. Rev. Stat. an alphabetical numeric or alphanumeric string of characters which is at least four (4) characters long, is unique to the person or entity assigned to the code, is known and agreed to by all parties to the transaction. It is understood by the user that (s)he has a duty to exercise reasonable care to retain control of the electronic signature and prevent its

disclosure to other persons. The electronic signature legally validates a document or filing with which the electronic signature is associated.

Eligibility: Standards or conditions defined in Neb. Rev. Stat. that must be met before an applicant can receive benefits.

Employment Security Laws (ESL): The basic state statutes that grant Nebraska Workforce Development the authority and structure to collect and pay unemployment insurance.

Enforcement: An action taken to obtain payment of a support obligation.

Entry: An electronic item representing the transfer of funds in the ACH network.

Escheat: The reversion of property to the State applicable to all kind of property, including dormant accounts whose owners cannot be located.

EUC: Extended Unemployment Compensation

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Exhaustions: The number of claimants drawing the final payment of their original entitlement for a given program. Also referred to as Final Pay.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

FDIC: Federal Deposit Insurance Corporation.

Federal Reporting Requirements: Federal guidelines which states must adhere to for reporting.

Federal Withholding: Since Unemployment Insurance benefits are taxable as income, an individual receiving Unemployment Insurance benefits may voluntarily elect to withhold 10% of their weekly benefit amount to be applied toward the payment of their Federal Income Tax. The withholding remains in effect until the claimant requests to stop it or the benefit payments stop.

Final Payment: The last payment to a claimant, which exhausts the individual's maximum potential benefit entitlement under a specific program.

Field: One or more consecutive character positions within an ACH entry mapped to contain specific information.

File: A group of ACH batches initiated into the ACH Network or sorted for delivery to ACH receiving point(s). A file must be transmitted electronically via data transmission between the sending point and the receiving point. A file may be delivered to an end-point via direct transmission, magnetic stripe, or floppy diskette. A file may contain one or more batches of entries.

File Final Payment: The last payment to a claimant, which exhausts the individual's maximum potential benefit entitlement under a specific program.

File Transfer Protocol (FTP): A Standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

Financial Institution: A Financial Institution pursuant to Section 77-2301 R.R.S.

First Compensable Week: The first full week for which a claimant can receive a benefit payment. It immediately follows the one week waiting period.

First Payments: The first payment for a week of unemployment claimed under a specific program. This term is used to indicate beneficiaries for a program.

Fiscal Year: A State of Nebraska fiscal year runs from July 1st of one calendar year to June 30th of the next calendar year.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Funding Account: The deposit account maintained by the Financial Institution into which the State will deposit for each payee their respective payments.

Funds Availability: The time at which the funds resulting from an electronic funds transfer are made available to the customer (cardholder).

Hot carding: The deactivation of a prepaid debit card by a CSR for a card reported damaged, lost, or stolen.

Hot site: An alternative physical location for operations to be used as part of a Disaster Recovery, Backup, and Contingency Plan.

Income Withholding: An action resulting in the automatic deduction of a child support obligation(s) from the obligor's income or wages. Income withholding may also be referred to as wage withholding.

Initial Claims: Any notice of unemployment filed to request a determination of entitlement to and eligibility for UI compensation, or to begin a second subsequent period of eligibility within a benefit year or period of eligibility.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Interactive Voice Response Unit (IVR): See Automate Response Unit.

International ATM Transaction: An ATM withdrawal transaction at ATM locations outside of the United States.

Issuer: An Association or Network participant that underwrites the cardholder's credit worthiness and holds the rights and obligations of the Association or Network in regards to cardholder activity.

IV-D (Four-D): Title IV-D of the Social Security Act. It established the Federal-State program known as Child Support Enforcement.

IV-D Agency: A single and separate organizational unit in a state having the responsibility for administering the State Plan for child support under Title IV-D of the Social Security Act.

IV-D Case: A child support case where at least one of the parties, either the custodial party (CP) or the non-custodial party (NCP), has requested or received IV-D services from the State's IV-D Agency. A IV-D case is composed of a custodial party, non-custodial party, or putative father, and dependent(s).

Judgment: A decree or decision of a court, which may result in an obligation being owed by a party. In Nebraska, all support orders automatically become judgments.

Julian Date: A numeric day of the year. For example, January 12 has a Julian date of 012.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Load: See Direct Deposit.

Magnetic Stripe: A magnetic stripe on the back of all cards encoded with account information as specified by Association regulations. The stripe is "read" when a card is swiped through a POS terminal. On a valid card, the account number on the magnetic stripe matches the account number on the front of the card.

Mail Order/Telephone Order (MT/MO): A merchant, market, or sales environment in which mail or telephone sales are the primary or a major source of income. Such transactions are frequently charged to customers' bankcard accounts.

Mailing Address: Address to which mail is sent to interested parties.

Mandatory/Must: Required, compulsory, or obligatory.

MasterCard: The trademark.

Maximum Amount Payable: The total dollar amount of Unemployment Insurance benefits payable to an eligible claimant during a benefit year.

May: Discretionary, permitted; used to express possibility.

Member: An organization that is a member of Visa or/and MasterCard which is authorized to issue cards.

Merchant: An entity that accepts payment cards as payment for goods and services.

Merchant Category Code (MCC): is a four-digit code used by the bankcard industry to classify a merchant's primary business. The MCC describes a merchant's product, service, or nature of business. In cases where a merchant is engaged in more than one type of business, the MCC will reflect the merchant's primary line of business.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Automated Clearing House Association (NACHA): The national trade association for electronic payments, which establishes rules, industry standards, and procedures governing the exchange of commercial ACH payments by depository banks.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NACHA Formats: The ACH record format specifications described in the NACHA Operating Rules and Guidelines, which are the accepted and warranted payment format standards for payments delivered through the ACH Network.

Nebraska Administrative Codes (NAC): Rules and Regulations that support Nebraska Statutes.

Nebraska Child Support Payment Center (NCSPC): The single centralized collection site in Nebraska where support payments are received, receipted, and disbursed. Also referred to as the State Disbursement Unit (SDU).

Nebraska Department of Corrections (NDCS):

Nebraska Department of Health and Human Services (DHHS):

Nebraska Public Employees Retirement Systems: NPERS

Non-custodial Party (NCP): The parent who does not have primary care, custody, or control of the child.

Non-IV-D: Neither the custodial or non-custodial party has requested child support services.

NPERS: Nebraska Public Employees Retirement Systems

NWD: Nebraska Workforce Development, Department of Labor

Obligation: The amount of money to be paid as support by a non-custodial parent. An obligation can take the form of financial support for the child, medical support, or spousal support. It is a recurring, ongoing obligation, not a onetime debt.

Obligee: The party to whom the child support is owed.

Obligor: The party owing a duty of support.

OFAC (Office of Foreign Assets Control): The agency of the United States Government concerned with monitoring and controlling the assets and financial transactions of entities deemed to be, or acting on behalf of, enemies of the United States. Certain OFAC regulations affect both ACH and wire transfer transactions.

Office of Child Support Enforcement (OCSE): The federal agency responsible for an administration of the child support program, as created by Title IV-D of the Social Security Act in 1975.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Order: A legal directive from a judge or properly empowered administrative officer.

Order date: The date a court order becomes official; usually the date that the order is file-stamped by the clerk's office.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Outsourcing Company: A company that provides outsourcing services under contract to the State.

Partially Unemployed: Person who is underemployed.

Payee: An individual authorized to receive a payment from the State.

Payment Notification: Notification of a payment to the card by an electronic method via email, text message, instant message or voice mail. Also known as ACH Load/Deposit Notification.

Payment Received Date: Date payment was received by CSE or NCSPC.

Payment Record: The official record of payments made on a child support order.

Payment Reissuance: A payment reprocessed through CHARTS and paying out the same as it originally paid out.

Payor: The person ordered to pay child support.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Sale (POS): A device/terminal in a merchant location connected to a bank's system by telephone lines and is designated to authorize, record and forward electronic transactions.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Pre-notification (prenote): A non-dollar test entry that may be sent through the ACH Network by an Originator to alert an RDFI that a live-dollar transaction will be forthcoming and that verification of the Receiver's account number is required.

Prearranged Payment or Deposit (PPD): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or Financial Institution to credit or debit an account for normally recurring payments in fixed amounts.
Prepaid Debit Card: See Electronic Payment Card

Primary Account Number (PAN): The account number displayed on the front of the card which identifies the Issuer and the Cardholder.

Procedure: The action necessary to implement child support regulations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program: The individual agency/entity providing payments to individuals. The program will manage card processes for the program payees including but not limited to: card enrollment, request for card issuance, sending funds to cards and requesting/retrieving funds from cards.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Lead: The agency representative responsible for the management of the card program. The agency staff member will be the point of contact for the agency program, participate in the monthly conference calls and will work with the State Treasurer's Office to coordinate services and resolve issues.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would

give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Assistance: Benefits granted from state or federal programs to aid eligible recipients.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Receipt Information: The process used to record the receipt of correspondence.

Recipient: An individual or organization receiving or having received public assistance and/or has received services.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Record: The collection of all the information known about an individual.

Recovery: The act of regaining funds disbursed, funds the program never received or funds received incorrectly.

Refunds: The partial or entire amount of the original sales transaction given back to the cardholder.

Regulation E: Federal Reserve regulation that sets rules, liabilities, and procedures for electronic funds transfer (EFT), and establishes consumer protections using EFT systems. This regulation prescribes rules for solicitation and issuance of EFT debit cards, governs consumer liability for unauthorized transfers, and requires financial institutions to disclose annually the terms and conditions of EFT services.

Reimbursement: To pay back or to make restitution

Reissued Payment: A payment returned to the program and reprocessed to be disbursed a second time.

Release Date: The date of public release of the written solicitation to seek offers

Re-Open Claim: An application by a claimant with a current benefit year to re-establish the claim after an interruption in the claims series due to any reason other than a period of employment.

Remittance Coupon: A document designed to accompany a support payment that assists in associating the payment to the obligor.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Residence Address: Address where interested party resides. May be different than mailing address.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Retroactive payment: A support payment made for a previous month.

Routing Number: A nine-digit number (eight digits plus check digit) that identifies a specific Financial Institution. Also referred to as the ABA number.

Same Day: The event occurs the same day the transaction is made.

Same Day Funds Settlement: A method of settlement that occurs the same day the transaction is made.

Settlement: A transfer of funds between two parties in cash, or on the financial books of a mutual depository institution, to complete one or more prior transaction, made subject to final accounting.

Settlement Date: The date on which an exchange of funds with respect to an entry is reflected on the financial books of the Federal Reserve Bank.

Service Charge: The transaction fee imposed by the issuer of the card on certain types of transactions, as disclosed in the card member agreement.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Signature-based Transactions: Transactions processed based on a retailer using signature verification as a means of customer identification.

Social Security: A government program, which provides federal old age, death and disability benefits to citizens.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected us justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Standard Entry Class Code (SEC): Three character code within an ACH Company/Batch Header record that identifies payment types within an ACH batch.

State Disbursement Unit (SDU): See NCSPC

Statute: Legislation passed by a legislative body and signed into law by the government body executive.

Stored Value Card Card: See Electronic Payment Card

Subsequent Contractor: The new contractor that fill follow the current contractor.

Supplemental Contractor: A contractor added to complete a project and assistant the original contractor to achieve their project.

Support: A monetary payment used to provide necessary shelter, food, clothing, care, medical coverage, medical attention, education expenses, funeral expenses, or any other reasonable and necessary expenses. Support can also include interest as provided by law.

Surcharge: The fee imposed by the owner of the ATM for allowing someone to use their ATM when the owner of the ATM is not the issuer of the card being used.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning, as an entity.

Temporary Unemployed: A situation when a claimant has been laid off for lack of work by his/her regular employer, but the claimant has a definite return to work date.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Time Disqualification: Specified period of time claimant is not eligible for unemployment compensation.

Trade Readjustment Allowances (TRA): Additional and Basic – A federal program designed to aid workers who are unemployed or underemployed due to foreign competition.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Traditional Claim: A new claim filed to request a determination of eligibility and establishment of a new benefit year having an effective date within the 7-day period immediately following the benefit year ending date and a week for which compensation or waiting week credit was claimed.

Unemployed: An individual who is not working.

Unemployement Insurance (UI): A program that provides payments to workers who are unemployed or underemployed.

Unemployment Trust Fund: A fund established in the Treasury of the United States which contains all monies deposited by state agencies to the credit of their unemployment fund accounts and Federal unemployment taxes collected by the IRS.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the vendor/contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Visa: The trademark

Wages: Payment for seasonal services rendered which meets the definition of 'wages' as defined in the state's unemployment compensation law and/or Federal Unemployment Tax Act.

Wage Record: A record maintained by a state agency of quarterly wages of an individual employee's earnings in covered employment reported by subject employers.

Wage Reports: A quarterly report by a subject employer listing the wages of each individual worker in employment during the quarter.

Waiting Week: The first full week following a new claim's effective date. According to Nebraska Law, an individual may NOT receive payment for this week, but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

Waiting Week Credit: A week of unemployment for which a claimant does not receive compensation but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

Warrant: A legal instrument by which state government satisfies its financial obligations. Unlike a check, the warrant is a claim against the State Treasury and is subject to payment at the Treasurer's discretion.

Weekly Benefit Amount (WBA): The weekly amount of benefits an eligible Unemployment Insurance claimant can receive for each week of total unemployment (s)he claims benefits during his/her benefit year.

Week: A period of seven consecutive days ending at midnight Saturday.

Weekly claim for benefits: An application, either by telephone or paper, on which the claimant gives certification as to his/her eligibility and claims benefits or waiting week credit for a week of unemployment.

Week of Unemployment: Any week in which and individual earns less than his/her weekly benefit amount and performs less than full-time work.

Weeks Claimed: The number of weeks of benefits claimed, including weeks for which a waiting period or disqualification period is being served.

Weeks Compensated: The number of weeks claimed for which UI benefits are paid. Weeks compensated for partial unemployment are included.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Worker's Compensation: A benefit issued for work related injuries to an eligible employee.

24 X 7: 24 hours per day, 7 days per week.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer's Office is issuing this Request for Proposal, RFP Number #080414 for the purpose of selecting a qualified contractor to provide stored value card (prepaid debit card).

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	August 4, 2014
2.	Last day to submit written questions	August 18, 2014
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing.html	August 29, 2014
4.	Last day to submit "Letter of Intent To Bid" – (recommended but not required)	September 5, 2014
5.	Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building 1545 K Street, Suite 2005 Lincoln, NE 68508	September 12, 2014 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	September 12, 2014
7.	Evaluation period	September 14 – 30
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
9.	Post "Letter of Intent to Contract" to Internet at:www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing.html	October 15, 2014
10.	Performance bond submission	October 31, 2014
11.	Contract award	November 21, 2014
12.	Contractor start date	TBD

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska State Treasurer's Office. The point of contact for the procurement is as follows:

Name: Jason Walters
Agency: Nebraska State Treasurer's Office
Address: State Capitol Building, Suite 2005
Lincoln, NE 68508

OR

Address: P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390
E-Mail: nst.rfpquestions@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing stored value card (prepaid debit card) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form ~~C~~B) to the contact person shown on the cover page of the Request For Proposal Form. It is recommended that this form be filled out in its entirety and returned no later than the date shown in the Schedule of Events, but the bidder will not be penalized if the form is not received.

It is preferred that Form ~~C~~B, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4390 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska State Treasurer's Office and clearly marked "RFP Number NST080414; stored value card (prepaid debit card) Questions". It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov. Questions may also be sent by facsimile to 402-471-4390, but must include a cover sheet clearly indicating that the transmission is to the attention of Jason Walters, showing the total number of pages transmitted, and clearly marked "RFP Number NST080414; stored value card (prepaid debit card) Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Fee Schedule evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Fee Schedule. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original and twelve (12) copies of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials**. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2793 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

The Technical and Fee Schedule should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Form A.1 contains mandatory requirements and will be scored on a pass/fail basis only. Areas that will be addressed and scored during the evaluation include:

1. **Bidder must be a Bank (Form A.1);**
   - **a.** Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska.

b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.

2. **Financial Stability:**
   a. Bidder has financial stability to do business with the State of Nebraska.

3. **Corporate Overview shall include but is not limited to:**

   a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
   b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
   c. whether the bidder can perform the contract within the specified time frame;
   d. the quality of bidder performance on prior contracts;
   e. such other information that may be secured and that has a bearing on the decision to award the contract;

4. **Technical Approach including Forms A.2-A.12;** and

5. **Fee Schedule.**

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

   a. Documentation from the United States Armed Forces confirming service;
   b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
   c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and

d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Nebraska State Treasurer's website at www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. **Request for Proposal For Contractual Services form, signed in ink**;

2. **Bidder must be a Bank (Form A.1;**
   a. Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska;
   b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.

3. **Financial Stability;**
   a. Bidder has financial stability to do business with the State of Nebraska;

4. **Corporate Overview;**

5. **Technical Approach, including Forms A.2-A.12; and**

6. **Fee Schedule.**

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Bidders must submit at least three references from existing Merchant/Credit card customers. These references must be using the same types of required services requested in this RFP and have been a customer for a period of 12 months or more. Bidders should include the reference name, title, phone number, fax number, entity name and address. It is the bidder's responsibility to verify the references willingness to participate in the State RFP process and correct contact information is provided.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;

2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

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

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: www.treasurer.org/tm or http://www.das.nebraska.gov/materiel/purchasing.html.

Grievance and protest procedure is available on the Internet at: www.treasurer.org/tm

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

The contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the

insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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

1. **WORKERS' COMPENSATION INSURANCE**
The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

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

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	$1,000,000 per occurrence

e. **SUBROGRATION WAIVER**
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. **LIABILITY WAIVER**
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

g. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

4. **EVIDENCE OF COVERAGE**
The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-4390 (fax)

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
PO Box 94788
Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

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

		(Initial)	

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

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

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

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

V. STATE PROPERTY

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

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

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

The contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

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

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

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

   a. if directed to do so by statute;
   b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
   g. contractor intentionally discloses confidential information;

h. contractor has or announces it will discontinue support of the deliverable;
i. second or subsequent documented "vendor performance report" form deemed acceptable by the Nebraska State Treasurer's Office; or
j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Bidder must provide confirmation that upon contract termination all records (including the provisions of service, participant and data processing documents) shall become the property of the State of Nebraska and be provided to the State of Nebraska at no additional cost to the State.

2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PERFORMANCE BOND

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

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be for $250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected contractor chooses to provide a certified check, the check must show an expiration date on the check. Certified checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State.

The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. LIQUIDATED DAMAGES

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

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

The damages are categorized as follows:

Critical $10,000 per day
High $ 5,000 per day
Standard $ 2,000 per day

a. **Unresolved requirements:**
   i. All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the contractor.
   ii. All critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

b. **Acceptance of file transmissions/acceptance of web enrollment:**
If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State so file transmissions can be received/web based enrollment be completed or pay liquidated damages to the affected programs.

Category: Critical

c. **ACH Posting:**
Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs.

Category: Critical

d. **"Go live" date**
Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go-live date of services under this RFP,

unless either party provides at least a 3 working day notice that "go live" date shall be delayed.

For existing card programs outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the "go-live" date or pay liquidated damages to the program.

For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor will notify the program lead and the State Treasurer's Office if the requested changes will delay the 'go-live" date.

Category: Critical

e. **Card Issuance:**
Upon being notified by the Program Lead or the State Treasurer's Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected programs.

Category: High

f. **Customer Service – Availability**
Customer Service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24 X7 X the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or during upgrades.

In the event the Contractor provides customer service under the contract resulting from this RFP through a different provider, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, which approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

g. **Turnover file**

A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes: cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

h. **Daily reporting**
Reports of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation and rejection reports for ACH transactions, and undeliverable cards, are due on a business daily basis no later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

i. **Customer Service – Average Speed of Answer**
85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less calls that abandon before 15 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: Standard

j. **"Echo" File Transmission:**
An "echo" file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The echo file will include identical information that was send by State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that an echo file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the "echo" file or pay liquidated damages to the affected programs.

Category: Standard

k. **Monthly/Annual Reporting**
Within three business days of contractor being notified by the State that a monthly/annual report have not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

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

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in

whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

JJ. INSPECTION AND APPROVAL

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

		(Initial)	

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. SEVERABILITY

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

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

MM. CONFIDENTIALITY

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

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

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

NN. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's fee schedule may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort

will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of

lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

SS. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. **PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-101.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

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

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

VV. DISASTER RECOVERY/BACK UP PLAN

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

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

WW. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

XX. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

YY. DRUG POLICY

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

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

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification

of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

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

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

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

BBB. POLITICAL SUB-DIVISIONS

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

The contractor shall extend the contract to political sub-divisions at the same prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal

A. PROJECT OVERVIEW

The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for prepaid Visa or MasterCard branded stored value card (prepaid debit card) services as described in this request for proposal (RFP) on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org. The State Treasurer's Office is responsible for the procurement and management of State of Nebraska banking service contracts for State agencies, State Colleges and Universities. The combined bidding of all services for these entities eliminates the need for additional procurements by individual state agencies.

The bidder must be able to provide stored value card services to entities with varying types of clientele. Program clientele may include, but are not limited to, employees, child support recipients, unemployment claimants, retirees, workers' compensation, athletic stipends, individual providers and cash grant recipients and other recurring consumer payees of programs eligible to participate. The State Treasurer's Office will work with the selected contractor to promote the services awarded in the RFP process internally to State agencies, State Colleges and Universities.

The State has approximately 137,146 active branded stored value cards (prepaid Visa debit cards) used by State clients under the current contract as shown on Exhibit 1. The bidder is required to examine the current program information as described under the Scope of Work and technical requirements described in Form A.2 – A.12.

All figures listed in the RFP represent a historical count of transactions processed by the State under the current State contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of its proposal.

B. PROJECT ENVIRONMENT

Exhibit 1 lists the agencies participating under the State's stored value card program, monthly dollar and number of loads along with a count of active cards. Also under this contract is Omaha Public Schools. Multiple State agencies will use the services under the contract from this RFP. The Nebraska State Treasurer's Office will be the point of contact for State agencies to coordinate services and resolve issues along with the State Agencies. The Nebraska State Treasurer's Office will also be the point of contact for contract negotiations, renewals or questions related to the contract.

Each State agency using the services under this contract will designate a Program Lead. The Program Lead is responsible for coordinating services for their program, representing their program on monthly conference calls with the contractor, working with the State Treasurer's Office to coordinate services and resolving issues relating to that specific program.

The bidder shall review and acknowledge its ability to work with all entities wishing to use the services under this RFP including those listed in Exhibit 1 and other State agencies, political subdivisions and governmental entities that would be eligible to participate under the contract.

C. BUSINESS REQUIREMENTS

1. The bidder is responsible to research Nebraska State Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

   Neb.Rev.Stat. §48-1122 Prohibition of Discrimination
   Neb.Rev.Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.
   Neb.Rev.Stat § 73-205(3) Technology Access Standards
   Neb.Rev.Stat § 73-401 Contract with state agency; Public Counsel; jurisdiction
   Neb.Rev.Stat § 73-506(1) The State cannot pay for deliverables not received
   Neb.Rev.Stat § 73-506(2) Service contracts with unspecified or unlimited duration
   Neb.Rev.Stat § 81-2401 to 81-2408 Prompt Payment Act
   Nebraska State Constitution, Article XIII, § 3 Prohibits indemnification and limitations of liability

   Alternative Terms and Conditions that are in violation of or conflict with Nebraska State Statutes, this RFP document or the Nebraska State Constitution will be rejected by the State.

2. **Financial Stability**
   The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract. A bidder not deemed financially stable may be eliminated from consideration.

3. **Business Requirements**
   Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sections a – i are provided by the bidder/contractor or a subcontractor.

   a. The bidder/contractor must be a State or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2).

   b. The bidder must be a member of Visa or MasterCard Card Associations and be an authorized issuer of cards for the purposes detailed in this RFP.

c. The bidder must have at least 3 years' experience providing branded stored value card (prepaid debit card) services for an entity similar in program size to the State of Nebraska or larger. The bidder must have experience operating card programs with similar technical requirements as those requested in the RFP.

d. The contractor is responsible to make sure that all card accounts established for participants under the contract(s) resulting from this RFP are FDIC insured per individual participant.

e. The contractor may not sell to a third party or use any cardholder account information, including but not limited to names, addresses, social security numbers, and email addresses for such purposes other than those agreed upon in writing between the State Treasurer's Office and the contractor. If any cardholder account information is compromised or a contractor/subcontractor system containing cardholder account information is compromised, the contractor is required to immediately notify the State Treasurer and is responsible for any security breach of such cardholder account information. The contractor shall update the State Treasurer's Office at least weekly following a compromise on the status of the investigation and of any law enforcement or forensic data security investigation findings relating to the incident involving State cardholder data.

f. The contractor is required to complete a joint mailing with the State Treasurer's office at contract conversion to the card association banks located in Nebraska. The mailing will be completed at the expense of the contractor to announce the contract conversion. The State Treasurer and Program Leads will have final approval of the letter and mailing content.

g. The State requires that the contractor be available if requested by the State Treasurer's office to hold monthly conference calls with the State Treasurer's Office and the Program Leads to discuss any updates or concerns that relate to any program(s).

h. Monthly reports will be sent by the contractor to the State Treasurer's Office and the Program Leads. These reports may be emailed or downloadable from the contractor website and must be provided to the State Treasurer's Office and the Program Leads by the 15th day of the month following month end.

REQUIRED MONTHLY REPORTS			
	Type	**Frequency**	**Description**
1	Financial Activity	Monthly	A summary of the total number of loads and amounts.
2	Financial Activity	Monthly	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Monthly	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Cardholder account activity	Monthly	A summary of activated, active, inactive, closed, and escheated accounts.
5	Card issuance activity	Monthly	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

i. State requires the contractor to provide an annual review of the State programs participating under this contract. The review can be provided to the State Treasurer's Office and Program Leads in person or by conference call. The State requires the contractor to review regulatory and industry changes affecting the card programs, discuss industry trends, discuss anticipated changes in existing programs and developments in the other state or governmental programs the contractor is operating. The State program review is an excellent opportunity to discuss the status of existing card programs and plan for future activity of the programs. The annual review would be for a period beginning April 1st and ending March 31st.

4. Annual Report

The contractor is required to provide an annual report for the period 04/1 to 03/31 to the Nebraska State Treasurer's Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all state agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP. Report information shall be detailed by month and program and include at a minimum the following detail:

	Type	Frequency	Description
1	Financial Activity	Annual	A summary of the total number of loads and amounts.
2	Financial Activity	Annual	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Annual	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Financial Activity	Annual	Aggregate account balance(s).
5	Cardholder account activity	Annual	A summary of activated, active, inactive, closed, and escheated accounts.
6	Card issuance activity	Annual	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

Annual reports must be provided to the State Treasurer's Office and the Program Leads by April 15th of each year.

5. Additional Contracts

The contractor shall notify Nebraska State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing. Said notice shall be sent to:

Jason Walters
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390
E-Mail: nst.rfpquestions@nebraska.gov

The letter/email notification shall include the entity name and contact instructions (including name, phone number), and program type (i.e. Payroll) at a minimum.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of the State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

1. BASIC REQUIREMENTS

I. Card Features:

a. Check-less Checking Account
b. No line of credit associated with the card
c. FDIC Insured up to $250,000
d. Only available funds may be withdrawn from the account tied to the card
e. No interest can be charged
f. Does not affect credit history
g. Universal eligibility – no application or credit check
h. Card color and design close to existing card programs
i. No cost to the State or the cardholders for card issuance
j. Activation number must be a toll free number with no costs to the State or the cardholders.

II. Merchant Codes:

Each program will have the option to block any Merchant or Merchant Category Codes as required by the agency.

III. Enrollment Process:

a. Each program has the choice to set up a new account online or send an electronic file to the contractor each work day as needed or the ability to do both.
b. Contractor creates an account for any new cardholders. Information needed for the cardholder would be: First name, middle initial, last name, address, city, state, zip, home phone number, daytime phone, date of birth, social security number, and optional mother's maiden name and email address.
c. Contractor sends new card package to the new account holder within two days and will include the following information:
   i. Debit card in the appropriate color and design for the program
   ii. Schedule of fees
   iii. Terms and conditions
   iv. Information on where and how to use the card
d. Cardholder activates the card by dialing the contractors toll free customer service number.
e. Cardholder activation is not required prior to loading payments.

IV. Demographic Updates:

Each participating State program will have the opinion on how cardholder addresses will be changed. Each State program has listed their specific needs on Form A.

V. **Card Loads:**

a. Funds will be available to the cardholders at the open of business Central Time on settlement day.

b. Contractor will receive an ACH transaction for loads to the cardholders.

IV. **File Transmissions:**

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

a. Connect Direct software

b. SFTP server with public key authentication

c. FTP SSL/TLS server

d. FTP client utilizing VPN

V. **Monthly Reports:**

a. Each State program and the State Treasurer's Office will receive monthly reports from the contractor's website or transmitted directly to the State program.

b. Monthly reports tracking financial activity will include:

   i. Summary of the total number of loads and amounts

   ii. Summary of the total number of ATM withdrawals and amounts

   iii. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.

   iv. Aggregate account balance at the end of the month

c. Monthly reports tracking cardholder activity will include:

   i. Summary of activated, active, inactive, closed, and escheated accounts.

   ii. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded.

   iii. Summary of the top market segments broken down by type, number of purchase transactions and the percentage of the total monthly sales for each ranked from highest to lowest.

d. Monthly reports tracking customer service activity:

   i. Summary of the live calls accepted, answered, abandoned, abandoned < 15 seconds, average speed of answer, and average talk time per call.

   ii. Summary of the IVR calls accepted and the total talk time for accepted calls.

VI. **Annual Reviews:**

a. Annual reviews will be up to the contractor to be held in person or in a conference call.

b. Contractor will supply annual reports per agency tracking financial activity to include:

   i. Summary of the total number of loads and amounts

   ii. Summary of the total number of ATM withdrawals and amounts

   iii. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.

   iv. Aggregate account balance at the end of the month

v. Summary of activated, active, inactive, closed, and escheated accounts.

vi. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded

VII. Customer Service:

a. Contractor will supply a toll-free number for customer service calls for both the cardholders and the State program staff.

b. Customer service staff should be available to the cardholders 24 hours a day, 7 days a week, 365/366 days a year.

c. Customer service staff should be able to:

i. Access cardholder account balances,

ii. General transaction inquiries,

iii. Reporting of lost/damaged/stolen cards,

iv. Handle disputed transactions,

v. Provide cardholder funds availability

vi. PIN selection/change

vii. Transactions history information

VIII. Secondary Card:

a. Each program has the option to permit the cardholder with a secondary card, if the Cardholder requests an additional card. The secondary card will access the Primary Cardholder's Account. The Primary Cardholder is at all times liable and responsible for all transactions, fees, negative balances and all other activity with respect to the Secondary Card. The Secondary Card may be used in the same manner as the Primary Cardholder's Card. The holder of a Secondary Card may report the Secondary Card as lost or stolen, but all other Account maintenance can only be performed by the Primary Cardholder. The Secondary Card shall be governed by the terms and conditions of the Card.

If the Primary Cardholder desires to terminate the authority of the holder of the Secondary Card to access the Primary Cardholder's Account, the Primary Cardholder must recover the Secondary Card from that person, destroy the Secondary Card, and call the contractor to provide notice that there is no longer a Secondary Card. The Primary Cardholder will continue to be liable and responsible for all transactions, fees, negative balances and other activity resulting from continued use of the Secondary Card unless the Primary Cardholder requests the contractor to cancel all of the Primary Cardholder's Cards and issue a replacement Card. In addition, if the Primary Cardholder notifies the contractor that a Secondary Card is terminated, contractor may elect to cancel all of the Primary Cardholder's Cards and to issue a replacement Card. If the Primary Cardholder notifies contractor of the Secondary Card termination and request that, or contractor elects to, cancel all of the Primary Cardholder's Cards, the Primary Cardholder will not have access to the Primary Cardholder's Account until the replacement Card is received by the Primary Cardholder.

2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)

Location of Program Recipients:

88.67% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing within Nebraska. 10.28% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing in other states (can provide a complete breakdown on the states). 1.05% of current payments are sent by paper warrant to recipients residing within a foreign country (can provide a complete breakdown on the countries).

Program Description:

The NCSPC working with the Nebraska Department of Health and Human Services (DHHS) disburses child support and spousal support payments for the State of Nebraska. Payments are receipted in from employers, non-custodial parties, other State Disbursement Units, financial institutions, government agencies to include the IRS, Nebraska Department of Labor, Nebraska Unclaimed Property, Nebraska Lottery, and others. Federal guidelines require allocation and disbursement of these monies with two business days. Disbursements are made Monday through Friday excluding holidays.

Provider enrollment process:

The custodial party (CP) is required to enroll for direct deposit or an electronic payment card. The NCSPC has an application which reviews the daily paper warrants mailed out. This application generates a form letter requesting the CP to choose between the two electronic means of disbursement or apply for an exemption. The CP's can at any time voluntarily enroll via mail-in form or online at the NCSPC website www.nebraskachildsupport.com. If the CP does not voluntarily enroll after the form letter enrollment processes, the CP is automatically enrolled. The contractor mails a card package to the CP. After seven days, payments begin to load to the card.

State to contractor enrollment process:

An electronic file of the cardholder information is sent on a daily basis to the contractor. The NCSPC also has access to a contractor operated website where enrollment can be made manually in case there are file transmission problems. The same information is provided when enrolling via the contractor's website.

Once the enrollment file is received by the contractor, a card package is mailed to the CP. The CP activates the card by dialing the contractor's toll free customer service number. Upon activation with the contractor, an acceptance file is sent from the contractor to the NCSPC and immediately following this, payments begin being loaded to the card.

If a card which has not been activated seven days after the NCSPC has automatically enrolled the CP, future payments will be loaded to the card. A letter will be generated notifying the CP of the funds loaded to the ~~fund~~ cards.

3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)

A. PROVIDERS

Location of Program Recipients:

United States. Recipients are almost entirely in Nebraska, with very few providers in adjoining states.

Program Description:
Individual providers have the option to receive payment by direct deposit or electronic payment cards (EPC). Individuals may provide child care, escort service, chore service, respite care, transportation, etc. for qualifying DHHS clients.

Provider enrollment process:

There are two scenarios -

1. Local office worker offers the payment options to provider as they are enrolled. The provider completes an authorization form, submits it to DHHS. DHHS employees update a computer system to generate a file to the Contractor.
2. If the provider does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

State to contractor enrollment process:
DHHS sends a daily electronic file to the Contractor. Contractor creates an account and mails an EPC to the enrollee, who must call the toll-free number to activate the card. The Contractor sends DHHS a daily electronic file notifying DHHS of cards activated. Any payments DHHS generates for that provider go to the EPC regardless of whether the card is activated or not.

B. GRANTS
Location of Program Recipients:
Nebraska residency is a program eligibility requirement, but temporary absence from the state is permissible.

Program Description:
The purpose of Aid to Dependent Children (ADC) is to maintain dependent children in their own homes if possible and to assist parents to provide care essential to healthy growth and development of children. Assistance through ADC provides financial aid to needy dependent children and to needy parents or relatives with whom the children are living. The purpose of this assistance is to strengthen family life and help parents to reach and maintain self-sufficiency and independence.

The AABD Program was established to provide financial aid and medical assistance to persons in need who are age 65 and older, or who are age 64 and younger and blind or disabled according to the Retirement, Survivors, and Disabled Insurance (RSDI)/Supplemental Security Income (SSI) Program definition of blindness or disability (see 469 NAC 2-007.02).

The State Disability Program was established to provide financial aid and medical assistance to persons who are blind or disabled and who meet the program definition of blindness or disability (see 469 NAC 2-007.02) but do not meet the durational requirements.

The purpose of the Child Welfare Payment and Medical Services Program is to provide payments and/or medical assistance for wards, former wards, children who are being adopted with a subsidy, families of wards or children at risk of becoming wards, foster parents, and families receiving guardianship subsidy.

Independent Living provides payment for a DHHS ward age 16 or older. The DHHS worker and the ward develop a plan involving education or a training program.

The Low Income Energy Assistance Program (LIHEAP) helps people with limited incomes offset the cost of heating and cooling their homes. In most instances the LIHEAP payment is sent to the utility providers however in certain situations, the payment is made directly to the client. Some of these payments are made to the EPC.

Program client enrollment process:

Local office DHHS caseworkers or ACCESSNebraska staff will determine eligibility for one or more of the programs listed above. They also offer cash grant recipients the option of receiving payments via direct deposit or EPC. DHHS staff updates NFOCUS with requests for the EPC and retain a record of the request in the case file. Future payments are then generated to the contractor.

If the client does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

State to contractor enrollment process:
DHHS sends a daily electronic file to the contractor. Contractor creates an account and mails a card to the enrollee, who must call the toll-free number to activate the card. The contractor sends DHHS an electronic file notifying of the card activation; any payments DHHS generates after that go to the card.

4. **NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE**
Location of Program Recipients:
United States - including US territories: Puerto Rico and US Virgin Islands.
International – Canada.

Program Description:
Unemployment Insurance pays benefits to those unemployed and underemployed individuals who meet monetary and other eligibility criteria. Nebraska pays benefits on a weekly basis. Payments are currently about 35% debit cards and 65% direct deposits. Payments increase in the winter months when seasonal companies experience layoffs.

Provider enrollment process:
Claimant files claim and selects method of payment through automated phone system or Internet. Claimant can change method of payment throughout the time of claim. This is unlimited. Claimants that select debit card, then to direct deposit and back to debit card during the same claim year will have deposits made on the initial debit card

account. If the claimant does not have their card, they will be told to contact the contractor directly to obtain a replacement card. A new enrollment is not sent.

State to contractor enrollment process:
An electronic file is sent on a daily basis with cardholder information. A new claim means a new card enrollment and a new card will be sent to the claimant. An enrollment for a debit card is sent when the claimant meets the first week of eligibility or is in a pay status. DOL will only send one enrollment per the life of a claim (no more than a 52 week period). There may be exceptions with Trade and Extended Unemployment Compensation (EUC) claims which may allow payments to be made on a claim beyond a 52 week period.

5. **UNIVERSITY OF NEBRASKA – STIPENDS**
Location of Program Recipients:
United States and International.

Program Description:
The Athletic Department began using the Card program in August 2010 to load Athlete payments on a debit card. The program was used to eliminate the need for state warrants. The program is mandatory for all University student athletes. Their scholarship payments, reimbursement for books and supplies, meal money and any other payments are all "loaded" on their card.

Provider enrollment process:
The Athletic Compliance Office gathers the information from the student athletes that are required to enroll each athlete in the card program. The information is submitted via a spreadsheet upload for high volume periods and entered on the website for individual enrollments. Due to students changing addresses frequently, we have the Financial Institution mail all cards to the Athletic Business Office.

6. **NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center**
Location of Program Recipients:
Community Correctional Center, located in Omaha, NE – average population FY14 including furloughs - 179

Community Correctional Center, located in Lincoln, NE - average population FY14 including furloughs - 415

Program Description:
NDCS provides inmates housed in two community correctional centers and on the Release Furlough Program (RFP) with a Visa branded prepaid stored value card in order to help them transition to living in society. A prepaid debit card is used for making purchases or obtaining cash via an ATM. An inmate can be housed in a community correctional center for a period of a few weeks to a few years depending on their case. The community correctional centers allow inmates a limited amount of cash. Inmates obtain cash via the ATM at the facility or ATM's in the community.

NDCS will load cards 2 times weekly for amounts ranging from $5 - $1500 per inmate. At times circumstances will exist that require an emergency load of funds for immediate need, so a method must be provided for this to occur. A load file will be transferred from NDCS to the contractor. The funding transaction will be sent thru the State Accounting System. Cards may be used at point of sale locations and ATM's outside

the facility. NDCS will require the cards issued under this program to have certain Merchant Category Codes blocked in order to restrict access to purchases inmates are not allowed to make while living in Community Correctional Centers. Inmates living in community correctional centers are responsible to manage their cash/purchases within NDCS rules and regulations. In order to regulate these purchases, NDCS requires certain staff to be able to access online, real time transaction information on the cards issued under this program. Available information must include: vendor, transaction amount, and date of transaction. A method for staff and inmates to obtain balance on the card is required. Ability to track purchases is required for NDCS staff to assure that inmates have only been to authorized locations. NDCS also desires to limit daily withdrawals and daily point of sale transactions per day. The bidder should provide information on the possible type of limitations available. Following are the current restrictions:

- One (1) ATM withdrawal per day not to exceed $40
- Five (5) PIN- Based Point of Sale (POS) transactions per day not to exceed $300 in total
- Five (5) Signature Based POS transactions per day not to exceed $300 in total
- No withdrawals of cash at a bank via a teller
- No pay at the pump use
- No website access

Replacement method for lost cards must be outlined along with costs. All costs associated with the prepaid cards must be identified; however, the following costs must be specifically addressed: card issuance, loading amounts on the card, point of sale, ATM withdrawals, including the frequency inmates can make a withdrawal at the facility ATM if it is not associated with your bank and not pay a fee. Bidder must explain process that NDCS will use for loading amounts on the cards and when the funds are available.

7. **NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program Implementation Date:**
Potential future program (next two or three years)

Location of Program Recipients:
In the United States.

Program Description:
Approximately 250 of the approximate 300 eligible inmates a month are released either by discharge or following the inmate parole hearing. Inmate parole hearings are held at each correctional facility approximately 1-2 days a month depending on the number of cases scheduled. Inmates are released either by discharge or parole from 10 facilities across the State of Nebraska. NDCS Accounting must prepare release statements and checks for the balance of their various inmate accounts. Inmates are eligible to have multiple accounts as a part of the inmate trust system. The release statement and check are sent to the institution pending the inmate's parole. Currently, if the inmate is paroled the check is issued to the inmate and then the inmate cashes the check upon release. If the parole is denied the check is returned to NDCS Accounting, voided, and the funds returned to the inmate's accounts.

Inmates have experienced increased difficulty in cashing the release checks. NDCS is interested in issuing a prepaid debit card to discharged and parole eligible inmates in

lieu of check payments. At times released inmates are transported directly to bus depots, etc. Often a bank is not open due to releases occurring on holidays and weekends or the time of day that an inmate is transported to the bus depot.

Approximately 7000 checks are issued to released inmates annually (this includes subsequent payments after release for inmate pay and certain refunds). Release checks can range from a few dollars to thousands of dollars. Some inmates will have significant amounts in their accounts due to work release or private venture employment, savings programs, and various funds they may receive from outside sources. Most inmates receive at least one additional check after they are released and some two depending on when inmate payroll is posted. Generally, about 350 checks are issued each month to released and paroled inmates. A method for issuing a card and being able to reload amounts would save a significant amount of time in NDCS Accounting. Released inmates receiving a card for release funds will be given an option to call and activate the cards prior to leaving the correctional facility.

The Contractor must have the ability to issue a prepaid card versus a check to inmates being paroled or discharged. The proposed contractor solution must have the ability to accept multiple load payments as not all funds are available to an inmate on the day of release.

NDCS expects to send the contractor two enrollment files a month for potential released inmates. The contractor will need to outline how the cards could be issued and loaded. Only NDCS Accounting staff would have the authority to close an inmate's account and load the funds; however, cards could be kept at all facilities in safe secured in the Business Office. NDCS will only load cards for inmates that have been granted a parole hearing or are being discharged. The ACH to fund the loads will be sent thru the State Accounting System. On occasion the NDCS Accounting office receives notification that circumstances for a particular inmate have changed and they are being released immediately. The bidder should specify if they have a method for an emergency card issuance and immediate load of funds.

Some inmates when released will return to a foreign country. The bidder shall specify if the cards can be used in a foreign country, specific countries, and differences in fees versus use in the United States.

Provider enrollment process:
The contractor will work with NDCS staff to develop inmate release enrollment forms (if determined necessary), FAQ sheets, and program literature to be understandable to a fifth grade reading level and printed in English and Spanish.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:
1) Connect Direct software
2) SFTP server with public key authentication

Cardholder activation required prior to loading payments: No

Cardholder Demographic Updates:
The State cannot require the discharged inmates to provide an address. Inmates being paroled do not generally supply their post release address to Accounting until the time of release. All inmates will be asked to call the bank to update their address in order to receive future statements, etc.

Other program needs:
The contactor must address each element with a detailed description of how the contractor intends to address the requirements. Discussions of methodology, contractor philosophy, benefits and drawbacks of various approaches are encouraged. The bidder shall provide additional sections that will increase the NDCS's understanding of the contractor's approach and options available to this program. The contractor must also include whether contractor can provide ongoing functional support including the costs associated with those paid by the program or those paid by the cardholder. NDCS will work the contractor on the implementation schedule.

The contractor must define clearly the proposed product architecture and delivery environment. The contractor must also address any technology issues that are important to the contractor's proposed approach.

The contractor must describe its approach to service and support of the software. The description must include support hours, methods, committed response times and escalation procedures. The support provided during the implementation and the support provided after implementation must be clearly described.

The bidder shall detail any prior experience in establishing, implementing and managing correctional institution prepaid stored value card programs at the County, State or Federal level.

Provider enrollment process:
NDCS staff will enroll eligible inmates in the card program during the transfer process to the community center. This is currently via a batch process with the file sent daily (Monday through Friday, except State holidays) at approximately 3:00 PM daily. The bidder shall detail alternative options to enroll eligible inmates such as via a website. Inmates are not always committed under their legal name or sometimes change their legal name while in prison. NDCS would prefer to list their committed and legal name on the card; if only one can be listed it will be their committed name. The inmate identification number must be on the card. Identify what options are available for information embossed on the card.

NDCS may choose to use our Inmate Calling System for inmates to call and activate their card and inquire on their balance. This system provides a recorded message indicating it is a call from a prison facility and requires acceptance of the call. The inmate's name is announced in the recorded message. If NDCS does not use the Inmate Calling System it will require use of staff phones and staff time to activate the cards, which we prefer to avoid.

The contractor will work with NDCS staff to develop enrollment forms (if determined necessary), FAQ and program literature to be understandable to a fifth grade reading level and printed in English and Spanish. The bidder shall detail how quickly embossed cards could be available once enrollment is completed.

NDCS Accounting have four staff designated to place debit cards in a hold status, update SSN, update mailing address, and reset PIN lockout. These are important functions to maintain appropriate procedures to protect staff when inmates are removed from community centers to a secure facility. If an inmate is transferred out of the community correctional center and returned to a secure institution, the contractor is required upon notification from NDCS to cancel the card and return the funds to NDCS. Contractor must specify time frame for returning funds, understanding that the inmate may need access to these funds to purchase necessary personal items.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

1) Connect Direct software
2) SFTP server with public key authentication

8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)

Location of Program Recipients:
90% of current retirement payments are sent by direct deposit to financial institutions located in Nebraska. The other 10% of retirement clients are located throughout the United States.

Program Description:
The Nebraska Public Employees Retirement Systems (NPERS), under the direction of the Public Employees Retirement Board (PERB), administers several statewide retirement systems for the State of Nebraska.

All five mandatory retirement plans administered by NPERS are governmental plans as defined under Internal Revenue Code § 414(d) and 29 U.S.C. § 1002(32) [i.e. ERISA § 3(32)]. The five mandatory plans NPERS administers are for State, County, School, Judges and Patrol employees. It is anticipated that members of all five plans would be eligible to participate in the card program.

NPERS makes approximately 193,000 payments annually totaling $284,852,000 to retirees. NPERS offers a card program to retirees as an additional payment option for receiving their retirement benefits. Last year, there were approximately 3,800 new retirees enrolled between the five plans. Payments range from $1.84 to $9,228.67. The average retiree payment is $1,470. Retires eligible for benefit payments under multiple programs currently receive separate payments. NPERS would be interested in having multiple retirement program payments loaded to the same card for individual retirees.

Retirees currently receiving payments would be grandfathered in allowing them to continue to receive state warrants (checks). Existing retirees would be given an option to switch payment options. The program would promote the card program as an additional option to direct deposit via their newsletter, periodic mailings and enrollment packages.

Agency website: http://www.npers.ne.gov/public/aboutus/aboutus.jsp

9. **NEBRASKA WORKERS' COMPENSATION COURT (NWCC)**

Location of Program Recipients:
Majority of the cardholders are located within Nebraska, with a small portion located in other States.

Program Description:
The mission of the Nebraska Workers' Compensation Court (NWCC) is to administer and enforce all provisions of the Nebraska Workers' Compensation Act, except those provisions that are committed to the courts of appellate jurisdiction or as otherwise provided by law.

The Vocational Rehabilitation Section is responsible for reviewing and approving proposed vocational rehabilitation plans, certifying vocational rehabilitation counselors and job placement specialists, and appointing a vocational rehabilitation counselor if the parties cannot agree on the selection. The progress of injured workers in an approved plan is monitored, and all payments from the Workers' Compensation Trust Fund for plan expenses must be approved by the vocational rehabilitation section.

Claimants eligible to participate in the stored value card program are injured workers participating in approved vocational rehabilitation plans who are eligible for reimbursement of mileage, supplies, books, and other expenses. Payments are made upon request by claimants. Claimants participate in approved vocational rehabilitation plans that vary in length from 90 days up to 4 years or more.

Provider enrollment process:
Two days after a vocational rehabilitation plan is approved, a letter with a direct deposit enrollment form and a stored value card payment authorization form is sent to the claimant. The claimant has two weeks to return either the direct deposit form or the stored value card payment authorization form. If the NWCC does not receive either form, the claimant is automatically enrolled in the stored value card program.

State to contractor enrollment process:
Once a payment authorization form is received by the NWCC accounting section, the accounting section logs into the vendor's Admin Site and enrolls the claimant. This enrollment creates a cardholder account in the vendor program. Once the account is created the vendor sends a stored value card directly to the cardholder. The cardholder must activate the card once it is received.

10. **NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL**

Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Program Description:
This program is designed to allow state employees an alternative to the other two methods of receiving pay - receiving a direct deposit into their checking account or receiving a warrant (check) for their pay. Currently over 95% of state employees receive their pay as a direct deposit. Our long term goal is to eliminate warrants and the payroll card is a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some

employees do not have a bank account. The payroll card eliminates this requirement. In addition, the payroll card offers much more security than the cash received from a cashed warrant. It also provides the ability to have the funds available to the employee the first thing on payday, so the employee does not have to wait until the warrant arrives in the mail the day after payday, or even later, depending on mail delivery times. Lost or undelivered warrants will become a thing of the past. Many employees who have direct deposit also have a payroll card as it allows them to have some of their pay deposited directly onto their payroll card in order to take advantage of the debit card feature.

State to contractor enrollment process:
State Accounting employees enter the application information for the AccelaPay card directly into the account setup program supplied by the vendor. Account numbers generated for this payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number. All other information required to create the account is supplied by the employee or gleaned from the State Accounting payroll system. The bidder should provide the employees of State Accounting with the security to access the account setup process, directions and the ability to establish a new account, and the ability to review and change demographic information for the cardholder when required to do so. The payroll card is to be sent directly to the employee once the account is established. State Accounting should receive an electronic report stating when the initial card is sent to the cardholder.

11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL
Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Program Description:
This program has allowed University and NSCS to offer employees an electronic option for receiving pay should they not have a checking or savings account for direct deposit. Currently, the UN has 99% of their employees receiving their pay as a direct deposit and NSCS has 100% of their employees receiving their pay as a direct deposit. On average the UN & NSCS processes less than 15 warrants per month and the stored payroll card has been a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees, particularly non-residents of the U.S. do not have a bank account. The stored payroll card is an option that eliminates this requirement. In addition, the stored payroll card offers the card holders more personal control and security than a cashed warrant. Another benefit, current customer service can be provided to non-residents at an on-site facility that can offer hands on guidance if needed.

Provider enrollment process:
If an employee will be participating in the payroll card program, the employee completes a single paper form at their campus/college payroll department. An enrollment/setup form is required for the stored bank payroll card or the completion of a direct deposit form. The completed stored bank card setup form is remitted to a centralized office for the UN & at NSCS. This will prompt the steps for creating a new card account using the financial institution website and updating the UN & NSCS HR record with relevant stored bank card information. To facilitate and utilize technology more efficiently, having the ability to use a financial approved institution's electronic

form would assist in minimizing legibility issues and aid communication with our non-resident employees. Once the employee is set up, the store bank card financial institution remits the payroll card and applicable stored bank card information directly to the employee.

State to contractor enrollment process:
The UN & NSCS would like to maintain the option to create an electronic method mutually designed and agreed upon by the UN & NSCS and the financial institution which would enable the sign-up data to flow to them and properly set the employee up in the financial institution's system. The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN & NSCS to examine. Once the bank stored account is setup all communication relevant to activation of the card and any other useful information regarding card usage, replacement, etc. is the responsibility of the stored bank card financial institution. Employees are responsible to update their card information with the stored payroll card financial institution.

Agency website: UN - http://nebraska.edu; NSCS - http://www.nscs.edu/

12. **OPTIONAL -Nebraska Game & Parks – Gift Card Program**
Program Description & Additional Program Requirements:
NGPC is interested in utilizing a gift card program in lieu of the gift certificate program the agency is currently utilizing. Currently the state agency operates a Nebraska Game & Parks Bucks gift certificate program. Gift certificates are sold in $25 increments – Five $5 sheets. If a gift certificate is redeemed for less than $5, the agency returns the difference back to the individual in cash. The agency currently manually tracks the sales and redemptions since they do not have machine capabilities. The current gift certificates do not have an expiration date and are issued for $100 or less.

Year	Sold	$ of Cards Sold	Redeemed	$ of Cards Redeemed
2014 - as of 4/30/14	390	$1,950	677	$3,385
2013	6689	$33,445	4603	$23,015
2012	5220	$26,100	3822	$19,110
2011	6354	$31,770	4934	$24,670
2010	4859	$24,295	4089	$20,445
2009	5920	$29,600	3645	$18,225
2008	4546	$22,730	3019	$15,095
2007	4329	$21,645	3498	$17,490
2006	7405	$37,025	3750	$18,750
2005	1757	$8,785	38	$190
no date			505	$2,525
	47469	$237,345	32580	$162,900

The agency is interested in being able to load, issue, and redeem gift cards at all park locations, district offices, by phone and via the internet. The State would not be limited to Visa or MasterCard Branded Card for this program. NGPC has approximately 95

cash registers plus the ReserveAmerica machines which are computers with POS and credit card slide attached. The bidder shall detail the options available to NGPC. The card design must identify and be approved by NGPC. The bidder will need to have a system available or an online solution for NGPC to track the issuance, balances, redemption and escheatment of cards and balances on the cards. The state agency is interested in operation solutions that would allow the funds to be held and managed by the NGPC staff and the option for the bidder to manage the program and the escheatment process.

The bidder will detail options available to meet the needs of the agency. The bidder shall detail the required equipment needed in order to run a gift card program. (The cost must be detailed in the cost proposal pieces). The bidder will provide a flow chart for all suggested options of the gift card process from issuance, load, purchase authorization and settlement. The bidder will provide a written narrative either separately or on the flow chart to detail the process. The bidder must not propose cost prohibitive options (equipment too costly or bidder's fees are too high). The bidder will detail how NGPC staff and the gift card holder will be able to check card balances. The bidder shall detail its experience with programs charging a fee in conjunction with the gift card to handle program administration/issuance costs. The bidder will discuss how their proposed solutions will meet State of Nebraska Unclaimed Property Laws.

The bidder should detail their experience at handling gift card programs and any previous experience handling state government or Game & Parks programs.

E. FUNCTIONAL REQUIREMENTS

Bidders must address the functional requirements in Attachment A, Form A.2 – A.12.

F. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State Treasurer's Office and Project Leads to research and correct problems in a timely and professional manner throughout the entire contract.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process to include all programs listed in this RFP, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Bidder must include the resources and support that will be provided for the contract period. Does bidder assign an implementation team or manager?

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

4. Describe any on-going training that would be available as upgrades or system changes occur.

I. **DELIVERABLES (REQUIRED)**

This is a no cost contract to the State. Fees paid by the cardholder will be fixed in the bid process of this RFP and will be constant for the length of the contract and any extension periods. In evaluating proposals the State will be looking to minimize fees paid by cardholders for routine uses of the cards.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Fee Schedule. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Fee Schedule are presented separately in the following subdivisions; format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of four (4) sections:

1. "State of Nebraska Request for Proposal For Contractual Services" form, signed in ink;
2. Form A.1 and Financial Statements;
3. Corporate Overview; and
4. Technical Approach, including Forms A.2 – A.12

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract and has so indicated on the RFP cover page under "Bidder must complete the following".

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow State statute requirements; therefore the bidder will answer the three mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports

and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

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

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. CHANGE OF OWNERSHIP

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

c. OFFICE LOCATION

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

d. RELATIONSHIPS WITH THE STATE

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

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

f. CONTRACT PERFORMANCE

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

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

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

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:

a) The time period of the project;
b) The scheduled and actual completion dates;
c) The contractor's responsibilities;
d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as

well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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

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

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

i. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

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

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations; including Forms A.2 – A.12
d. Detailed project work plan; and
e. Deliverables and due dates.

B. FEE SCHEDULE REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Fee Schedule. The bidder must submit the Fee Schedule in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. FEE PRICING SUMMARY

This summary shall present the total fixed price to be charged to the cardholders as listed in the Request for Proposal. The bidder must include details in the Fee Schedule supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Fee Schedule for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required that will be accessed to the cardholders of these programs.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Form A

Bidder Contact Sheet

Request for Proposal Number NST #080414

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Bid

Request for Proposal Number NST #080414

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail (nst.rfp.questions@nebraska.gov), facsimile (402-471-4390), hand delivered or US Mail by the date shown in the Schedule of Events.

EXHIBIT 1

NE CHILD SUPPORT PAYMENT CENTER

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$5,283,918	46,021	2013	$6,378,313	50,540	32,033
February	2012	$6,206,688	44,818	2013	$5,908,918	43,126	32,471
March	2012	$6,773,245	47,003	2013	$6,689,866	45,769	32,633
April	2012	$6,065,380	43,615	2013	$7,177,004	47,762	32,832
May	2012	$7,006,297	50,705	2013	$7,206,909	52,560	33,397
June	2012	$5,869,235	45,884	2013	$5,960,694	45,143	33,553
July	2012	$5,941,720	46,666	2013	$6,595,814	51,423	33,741
August	2012	$6,199,343	47,559	2013	$6,117,553	47,113	33,961
September	2012	$5,625,943	42,148	2013	$6,094,210	45,971	33,887
October	2012	$6,440,603	49,824	2013	$6,682,751	52,158	33,739
November	2012	$5,963,638	45,967	2013	$5,943,984	44,529	33,531
December	2012	$5,614,556	43,119	2013	$6,513,783	50,749	33,923
Totals	2012	$69,990,566	553,329	2013	$77,269,799	576,843	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$6,246,405	49,443	34,064
February	2014	$6,158,425	44,650	34,142
March	2014	$7,078,016	47,829	34,343
April	2014	$7,654,292	53,626	34,681
May	2014	$6,756,737	49,758	34,129
June	2014	$6,267,867	48,611	34,539

DHHS PROGRAM

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$1,653,776	2,519	2013	$3,240,469	6,870	29,659
February	2012	$1,479,963	2,305	2013	$5,247,197	18,104	31,204
March	2012	$1,947,951	3,294	2013	$7,346,531	28,885	33,450
April	2012	$1,648,877	2,462	2013	$2,915,544	5,151	34,974
May	2012	$1,769,841	3,015	2013	$7,207,505	27,333	36,275
June	2012	$2,201,115	4,314	2013	$6,045,685	17,909	37,389
July	2012	$2,502,253	4,142	2013	$3,352,603	5,631	38,765
August	2012	$7,200,568	26,830	2013	$7,679,402	27,649	40,048
September	2012	$4,873,964	15,418	2013	$2,958,591	4,811	41,248
October	2012	$2,768,299	4,803	2013	$5,077,136	15,979	41,961
November	2012	$6,941,231	26,002	2013	$7,473,291	27,108	42,706
December	2012	$7,034,638	24,854	2013	$5,191,458	15,844	43,679
Totals	2012	$42,022,476	248,958	2013	$63,735,412	201,274	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$5,089,225	15,439	44,524
February	2014	$4,764,256	14,726	45,084
March	2014	$3,451,759	6,569	45,641
April	2014	$4,987,699	14,874	46,405
May	2014	$6,605,253	23,515	46,609
June	2014	$3,154,233	5,012	47,215

NE DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$7,712,827	34,903	2013	$6,535,307	27,489	68,671
February	2012	$9,190,159	41,943	2013	$5,386.024	22,776	66,971
March	2012	$7,938,093	35,255	2013	$5,041,215	21,202	65,578
April	2012	$6,248,867	28,270	2013	$4,092,366	17,672	64,558
May	2012	$6,678,883	30,683	2013	$3,963,530	17,981	63,721
June	2012	$5,547,755	25,022	2013	$2,615,529	12,047	62,714
July	2012	$4,974,293	22,493	2013	$3,383,239	15,800	62,050
August	2012	$5,617,270	25,313	2013	$2,965,950	13,941	60,935
September	2012	$4,115,698	18,046	2013	$2,476,743	11,513	60,088
October	2012	$4,672,685	20,757	2013	$2,951,615	13,623	59,212
November	2012	$4,292,582	19,210	2013	$2,697,580	12,095	58,062
December	2012	$4,467,169	19,458	2013	$3,988,950	17,069	56,914
Totals	2012	$71,456,281	321,353	2013	$46,098,049	203,208	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$4,027,038	16,050	55,782
February	2014	$3,539,795	14,244	54,777
March	2014	$3,414,547	13,746	53,882
April	2014	$2,716,283	11,271	53,049
May	2014	$1,991,298	8,258	52,177
June	2014	$1,749,918	7,457	51,095

UNIVERSITY of NEBRASKA – STIPENDS

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$426,115	890	2013	$204,016	589	623
February	2012	$235,867	681	2013	$433,275	1,128	635
March	2012	$233,392	538	2013	$262,297	652	652
April	2012	$86,406	263	2013	$118,330	394	661
May	2012	$283,923	575	2013	$253,954	618	657
June	2012	$164,243	197	2013	$168,997	218	656
July	2012	$116,807	141	2013	$78,932	104	549
August	2012	$199,671	332	2013	$291,778	467	588
September	2012	$220,890	939	2013	$241,633	603	652
October	2012	$295,060	814	2013	$335,042	626	685
November	2012	$309,028	1,158	2013	$322,595	878	703
December	2012	$157,629	399	2013	$140,791	478	701
Totals	2012	$2,729,031	6,927	2013	$2,851,640	6,755	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$433,052	933	724
February	2014	$280,725	817	726
March	2014	$275,590	584	725
April	2014	$215,105	566	735
May	2014	$166,975	535	735
June	2014	$174,843	201	744

NE DEPARTMENT OF CORRECTIONS

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$146,877	1,110	2013	$145,135	1,247	2,109
February	2012	$149,361	1,128	2013	$126,363	1,092	2,059
March	2012	$182,303	1,348	2013	$114,395	1,099	2,077
April	2012	$140,048	1,070	2013	$115,385	1,098	2,099
May	2012	$184,267	1,357	2013	$151,848	1,347	2,059
June	2012	$154,265	1,110	2013	$130,773	1,111	2,039
July	2012	$139,296	1,029	2013	$135,236	1,144	2,039
August	2012	$184,755	1,396	2013	$183,568	1,412	2,012
September	2012	$149,892	1,093	2013	$142,370	1,114	1,990
October	2012	$146,038	1,096	2013	$179,999	1,357	1,984
November	2012	$160,188	1,290	2013	$147,370	1,156	1,977
December	2012	$128,601	1,055	2013	$123,916	1,120	1,984
Totals	2012	$1,865,891	14,082	2013	$1,696,358	14,297	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$144,995	1,272	1,956
February	2014	$168,645	1,496	1,956
March	2014	$121,876	1,109	1,914
April	2014	$125,739	1,149	1,915
May	2014	$155,023	1,407	1,816
June	2014	$130,679	1,130	1,859

NE PUBLIC EMPLOYEES RETIREMENT SYSTEM

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012			2013	$15,347	32	37
February	2012	$3,453	8	2013	$15,588	34	38
March	2012	$3,973	11	2013	$16,728	36	37
April	2012	$4,168	14	2013	$16,752	36	40
May	2012	$4,166	13	2013	$17,016	38	41
June	2012	$6,139	14	2013	$16,817	37	41
July	2012	$6,174	14	2013	$19,615	39	45
August	2012	$6,324	15	2013	$21,875	40	46
September	2012	$9,397	17	2013	$25,707	43	49
October	2012	$11,749	20	2013	$28,212	44	50
November	2012	$13,198	21	2013	$28,918	45	52
December	2012	$16,019	36	2013	$32,341	48	60
Totals	2012	$84,760	183	2013	$254,916	472	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$33,981	53	61
February	2014	$33,982	54	62
March	2014	$37,359	54	66
April	2014	$37,079	56	67
May	2014	$37,087	56	69
June	2014	$40,139	60	70

NE WORKERS' COMPENSATION COURT

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	0	0	2013	$25	1	6
February	2012	0	0	2013	0	2	1
March	2012	0	0	2013	$1,518	21	12
April	2012	0	0	2013	$3,072	8	17
May	2012	0	0	2013	$4,675	19	20
June	2012	0	0	2013	$5,792	28	23
July	2012	0	0	2013	$5,508	19	31
August	2012	0	0	2013	$3,662	18	33
September	2012	0	0	2013	$2,281	25	38
October	2012	0	0	2013	$4,475	25	44
November	2012	0	0	2013	$6,252	27	48
December	2012	0	0	2013	$5,174	35	53
Totals	2012	0	0	2013	$42,434	228	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$4,274	33	57
February	2014	$4,675	32	63
March	2014	$5,933	39	69
April	2014	$8,086	42	76
May	2014	$11,538	47	81
June	2014	$8,005	46	83

NE STATE PAYROLL

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$513,036	1,068	2013	$521,578	1,031	1,352
February	2012	$506,041	1,079	2013	$491,071	1,027	1,373
March	2012	$502,974	1,085	2013	$498,435	1,041	1,375
April	2012	$503,103	1,096	2013	$502,073	1,070	1,362
May	2012	$806,448	1,650	2013	$787,412	1,607	1,370
June	2012	$533,311	1,112	2013	$538,647	1,132	1,341
July	2012	$619,508	1,374	2013	$543,115	1,120	1,357
August	2012	$599,753	1,338	2013	$542,492	1,136	1,341
September	2012	$550,531	1,116	2013	$556,671	1,122	1,364
October	2012	$806,208	1,614	2013	$817,722	1,623	1,370
November	2012	$549,653	1,066	2013	$527,803	1,083	1,380
December	2012	$559,167	1,040	2013	$544,695	1,066	1,386
Totals	2012	$7,049,733	14,638	2013	$6,871,714	14,058	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$535,647	1,054	1,395
February	2014	$509,373	1,023	1,382
March	2014	$510,322	1,038	1,377
April	2014	$755,938	1,551	1,395
May	2014	$500,545	1,055	1,249
June	2014	$521,398	1,083	1,305

UNIVERSITY of NEBRASKA - PAYROLL

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$33,990	85	2013	$25,930	81	179
February	2012	$41,178	107	2013	$41,749	99	184
March	2012	$43,680	104	2013	$35,583	100	188
April	2012	$37,374	99	2013	$29,400	87	189
May	2012	$46,980	133	2013	$42,570	113	196
June	2012	$26,602	65	2013	$28,766	63	198
July	2012	$24,734	67	2013	$26,112	71	204
August	2012	$29,291	73	2013	$30,202	74	209
September	2012	$33,946	104	2013	$32,750	86	218
October	2012	$39,446	118	2013	$59,723	167	226
November	2012	$53,817	170	2013	$40,605	109	225
December	2012	$34,100	102	2013	$39,238	117	231
Totals	2012	$445,138	1,227	2013	$432,628	1,167	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$31,561	85	239
February	2014	$38,952	103	235
March	2014	$40,040	111	236
April	2014	$38,095	102	237
May	2014	$58,163	162	237
June	2014	$32,155	70	234

STATE COLLEGE PAYROLL

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$84	1	2013	$29	1	8
February	2012	$238	2	2013	$138	2	8
March	2012	$209	2	2013	$131	2	8
April	2012	$244	3	2013	$29	1	8
May	2012	$836	5	2013	$34	2	7
June	2012	$1,059	4	2013	0	0	7
July	2012	$437	3	2013	0	0	7
August	2012	$299	2	2013	0	0	6
September	2012	$182	1	2013	0	0	5
October	2012	$51	2	2013	0	0	5
November	2012	$83	2	2013	0	0	5
December	2012	0	0	2013	0	0	5
Totals	2012	$3,722	27	2013	$361	8	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	0	0	6
February	2014	0	0	6
March	2014	0	0	5
April	2014	0	0	3
May	2014	0	0	2
Junr	2014	0	0	2

Exhibit 2
File Formats Nebraska Child Support (NCSPC or SDU)

File Name	File Sent From	File Sent To	Description
EPC Enrollment	SDU	Contractor	This file contains the enrollment information that contractor requires to send the individual their stored value card packet.
EPC Acceptance	Contractor	SDU	This file contains the information on the individuals who have called the contractor to activate their stored value card. The SDU downloads this file and uses it to update the activation date on the individuals EPC financial record. Once the card is activated, the SDU starts applying child support payments to the card.
EPC Demographic	SDU	Contractor	This file contains the name and address updates made by the SDU of individuals who have active EPC cards. The contractor uses this file to update their name and address records.
EPC Incoming Demographic Changes	Contractor	SDU	This file contains the name and address updates made by the contractor. The SDU is not currently processing this file.

Nebraska Child Support (NCSPC or SDU) continued
General Header and Footer records

INPUT FIELDS: 000 - Header

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
FILLER	5	5							
FILLER	10	19							
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields
		1092							

INPUT FIELDS: 999 - Trailer

CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
FILLER	5	5							
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields
		1092							

*****EVERY RECORD SHOULD BE FOLLOWED WITH A CARRIAGE RETURN*****

Nebraska Child Support (NCSPC or SDU) continued

Stored Value Card Enrollment Files

Header

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
CONTROL NUMBER	5	5	yes		X			US Bank	Institution ID
FILLER	10	19			X				
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Detail

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0101	X				
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8		zeroes	9				CCYYMMDD
Update Time	37	6		zeroes	9				HHMMSS
Program ID	43	11	yes		X	Left			
Account Number	54	11	yes	zeroes	9	Right	zeroes		
Tran Amount	65	11		zeroes	9	Right	zeroes		zero fill
Expiration Date	76	8		zeroes	9	Right	zeroes		zero fill
Print Amt	84	1	yes		X				N
Special Handling	85	1	yes		X				N/X/R
Name1	86	26	yes		X	Left			First_Mi_Last
Name2	112	26			X				Blank
Address1	138	30	yes		X	Left			
Address2	168	30	yes		X	Left			
City	198	20	yes		X	Left			
State	218	2	yes		X	Left			
Country	220	3	yes		X	Left			USA
Zip	223	5	yes		9	Left			
Zip Area	228	4			9	Left			
Message1	232	35			X				
Message2	267	35			X				
Message3	302	35			X				
Address3	337	30			X				Required For Foreign Address
Home Phone	367	10		zeroes	9	Right	zeroes		
Business Phone	377	10		zeroes	9	Right	zeroes		
SSN	387	9							
DOB	396	8			9				CCYYMMDD
Mother's Maiden Name	404	18	yes	Right 4 SSN + Left 7 Last Name	X	Left			
Branded	422	26							Blank

U- -Data	448	25							Blank
P.	473	4							Blank
Employee ID	477	30							Blank
Email Address	507	39			X	Left			
Hierarchy Org	546	11							Blank
Hierarchy Div	557	11							Blank
Message4	568	35							Blank
Emboss1	603	26							Blank
Emboss2	629	26							Blank
Filler	655	438							

Footer

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
CONTROL NUMBER	5	5							Institution ID
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Nebraska Child Support (NCSPC or SDU) continued

EPC Acceptance

Header

There is no header as such. The code looks through the html file for the <PRE> tag and then begins reading detail records.

Detail

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Card Number	1	19			X	Left			
Member Number	20	3		zeros	9				
Last Name	23	15			X	Left			
First Name	38	10			X	Left			
Address1	48	30			X	Left			
Address2	78	30			X	Left			
City	108	20			X	Left			
State	128	2			X	Left			
Country	130	3			X	Left			USA
Zip	133	9			9	Left			
SSN	142	11			9	Right	zeros		
Issue Date	153	8			9				CCYYMMDD
Active Date	161	8			9				CCYYMMDD
Employee ID	169	15			X	Left			SSN
Filler	184	72							

Footer

There is no footer. The code processes detail records until it finds the </PRE> tags

Nebraska Child Support (NCSPC or SDU) continued
EPC Demographic

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
CONTROL NUMBER	5	5	yes		X			US Bank	Institution ID
FILLER	10	19			X				
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

230 Record

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0230	9				0230
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8	yes	zeros	9				CCYYMMDD
Update Time	37	6	yes	zeros	9				HHMMSS
Last Name	43	15			X				if changed
First Name	58	10			X				if changed
Name Line 1	68	26			X				if changed
Name Line 2	94	26			X				if changed
Address 1	120	30			X				if changed
Address 2	150	30			X				if changed
City	180	20			X				if changed
State	200	2			X				if changed
Country	202	3			X				if changed
Zip	205	5	yes		9				if changed
Zip Area	210	4			9				if changed
Filler	214	879							

310 Record

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0310	9				0310
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8	yes	zeros	9				CCYYMMDD
Update Time	37	6	yes	zeros	9				HHMMSS
Home Phone	43	10			9				
Business Phone	53	10			9				
SSN	63	9			9				

DOB	72	8			9				CCYYMMDD
Mothers's Maiden Name	80	18	yes		X	Left			
Statement Indicator	98	1							
Filler	99	994							

Footer

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
CONTROL NUMBER	5	5							Institution ID
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Exhibit 3
File Formats DHHS Providers and DHHS Grants

File needs header and footer record					
Field	**Type**		**Offset**	**Length**	**Comments**
Record ID number	Z	4	1	4	Required
					Always "0101"
					0000 on header record
					9999 on footer record
Institution identifier	C	5	5	5	Required
					00U21
					Right-justified, zero filled
					Blanks on header/footer
Cardholder account number	C	19	10	19	Required if not using account number generation
spaces					Left-justified, space filled
					Must be spaces if using account number generation
Update date	Z	8	29	8	Required on header and footer also
					CCYYMMDD
Update time	Z	6	37	6	Required on header and footer also
					HHMMSS
Prefix number	C	11	43	11	Required
					Left-justified, space filled
					446053290 (provided by US Bank)
Transaction account number	Z	11	54	11	Optional
zeros					Right-justified, zero filled
					Zeroes if not used
Initial transaction amount	Z	11	65	11	Optional
zeros					Zeroes if not used
Expiration date	Z	8	76	8	Required
zeros					CCYYMMDD
Print dollar amount on card indicator	C	1	84	1	Required
N					Y-Yes
					N-No
Special handling indicator	C	1	85	1	Required
N					X-Expedite
					N-No special handling
Cardholder name one	C	26	86	26	Required
					Left-justified, space filled
					First name space Last name
Cardholder name two	C	26	112	26	Optional
space					Left-justified, space filled
					Spaces if not used
Street address line one	C	30	138	30	Required

					Left-justified, space filled
Street address line two	C	30	168	30	Optional
					Left-justified, space filled
					Spaces if not used
City	C	20	198	20	Required
					Left-justified, space filled
State	C	2	218	2	Required
					Left-justified, space filled
					See "State and Province Codes"
Country	C	3	220	3	Required
					"USA" if spaces or "***"
					See "Country Codes"
ZIP Code	C	5	223	5	Required
ZIP+4 extension	C	4	228	4	Optional
					Spaces if not used
Message line one	C	35	232	35	Optional
space					Spaces if not used
Message line two	C	35	267	35	Optional
space					Spaces if not used
Message line three	C	35	302	35	Optional
space					Spaces if not used
Street address line three	C	30	337	30	Optional
space					Left-justified, space filled
					Spaces if not used
Primary cardholder home telephone number	Z	10	367	10	Optional
zeros					Zeroes if not used
Primary cardholder business telephone number	Z	10	377	10	Optional
					Zeroes if not used
Primary cardholder taxpayer identification number	Z	9	387	9	Required
					Zeroes if not used
Primary cardholder birth date	Z	8	396	8	Optional
zeros					CCYYMMDD
					Zeroes if not used
Primary cardholder mother's maiden name	C	18	404	18	Optional
If no maiden name, fill with SSN/FID					Spaces if not used
Optional emboss line	C	26	422	26	Optional
Space					Spaces if not used
User data	C	25	448	25	Optional
Space					Spaces if not used
Security code	C	4	473	4	Optional
Space					Spaces if not used
Participant ID number	C	17	477	17	Required

Nxyyyyyyyy					Left-justified, space filled
x = A or O or V y = arp/org id					Spaces if not used

Filler	C	13	494	13	Required
					Always spaces
Primary cardholder e-mail address	C	39	507	39	Optional
					Spaces if not used
Organization ID number	C	11	546	11	Optional
					Spaces if not used
Division ID number	C	11	557	11	Optional
					Spaces if not used
Message line four	C	35	568	35	Optional
					Spaces if not used
Emboss name one	C	26	6'03	26	Optional
					Spaces if not used
Emboss name two	C	26	629	26	Optional
					Spaces if not used
FILLER	C	438	655	438	Spaces
Notation: C = Alpha-numeric Z = Numeric					

Exhibit 4
NE Unemployment Insurance File Formats

Header Record				
Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"0000"	Constant
Filler 1	5	Character	Spaces	Constant
Filler 2	19	Character	Spaces	Constant
Updated Date	8	Character	Current	CCYYMMDD
Updated Time	6	Character	Current	HHMMSS
Filler 3	1050	Character	Spaces	Constant
Filler 4	107	Character	Spaces	Constant
Total record length:	**1199**			
Detail Record				
Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"0101"	Constant
Financial Institution Number	5	Character	"00U21"	Constant
Card Number	19	Character	Spaces	Constant
Updated Date	8	Character		CCYYMMDD
Updated Time	6	Character		HHMMSS
Program ID	9	Character	"446053590"	Constant
Filler	2	Character	Spaces	Constant
Transaction Amount Number	11	Character	Zeros	Constant
Transaction Amount	11	Character	Zeros	Constant
Expiration Date	8	Character	Zeros	Constant
Print Amount On the Card	1	Character	Spaces	Constant
Special Handling	1	Character	"N"	Constant
Claimant Name	26	Character		FirstName + " " + MiddleInitial + " " + LastName
Name 2	26	Character	Spaces	Constant
Street Address 1	30	Character		
Street Address 2	30	Character		
City	20	Character		
State	2	Character		
Country	3	Character	"USA"	Constant
Zip code	5	Character		
Zip +4	4	Character	Spaces	Valid 4 digit zip extension or Spaces.
Message 1	35	Character	Spaces	Constant
Message 2	35	Character	Spaces	Constant
Message 3	35	Character	Spaces	Constant
Address 3	30	Character		

Home Phone	10	Character	Zeros	Constant
Business Phone	10	Character	Zeros	Constant
SSN	9	Character		
DOB	8	Character		CCYYMMDD
Mothers Maiden Name	18	Character		
Optional Emboss Line 4	26	Character	Spaces	Constant
User Data	25	Character	Spaces	Constant
Security Code	4	Character	Spaces	Constant
Account Number	17	Character		Our Generated Account number. "NU" + 10 Digit Claimant ID + 3 digit Sequence number.
Fill	599	Character	Spaces	Constant
Fill	107	Character	Spaces	Constant
Total record length:	1199			
		Trailer		
Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"9999"	Constant
Filler 1	5	Character	Spaces	Constant
Filler 2	19	Character	Spaces	Constant
Updated Date	8	Character		CCYYMMDD, Same as header and all detail records in the file.
Updated Time	6	Character		HHMMSS, Same as header and all detail records in the file.
Filler 3	1050	Character	Spaces	Constant
Filler 4	107	Character	Spaces	Constant
Total record length:	1199			