

State of Colorado
University of Northern Colorado
Financial Services
Contract Routing No. GKA09-0002
UNC-RFP-07-08

**PURCHASE OF SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF NORTHERN COLORADO
AND
WELLS FARGO MERCHANT SERVICES, LLC, a California limited liability company
WELLS FARGO BANK, N.A., a National Banking Association**

THIS PURCHASE OF SERVICES AGREEMENT (the "Agreement"), is made and entered into by and between the State of Colorado acting by and on behalf of Board of Trustees of the University of Northern Colorado, Financial Services, Carter Hall, 501 20th Street, Greeley, Colorado 80639, hereinafter referred to as State or University, and WELLS FARGO MERCHANT SERVICES, LLC, a California limited liability company, and WELLS FARGO BANK, N.A., a National Banking Association ("Bank"), with a branch bank at 2164 35th Avenue, Greeley, Colorado 80634. Wells Fargo Merchant Services, LLC, and Wells Fargo Bank, NA., are hereinafter collectively referred to as Contractor.

FACTUAL RECITALS

A. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract under Purchase Order No. _____, in Fund No. 10000, Org. No. 95110. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

B. Pursuant to CRS §24-50-504(2)(c&h), the University's Department of Human Resource Services approved the services of a vendor on December 13, 2007, and such approval was delivered to the Office of Purchasing. Contractor's proposal for services was selected in accordance with Colorado law and the State Procurement Rules as a result of the University's issuance of UNC-RFP-07-08, which was awarded to Contractor on January 15, 2008.

C. The University offers a multi-purpose identification card ("UNC Card") to all enrolled students in good standing and to all faculty and staff (collectively the "Eligible University Community Members") that is used to access a variety of University facilities and on-campus services. The University desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other banking and financial services to Eligible University Community Members in association with and accessed through the UNC Card, all as more particularly described herein. The University also requires a variety of banking and merchant card services; Contractor is ready, willing and able to provide said services under the terms and conditions set out below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. **Priority of Interpretation.** The provisions of this contract shall govern the relationship between the University and Contractor. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the Colorado Special Provisions incorporated within this contract; second, the Request for Proposal (RFP)=Exhibit 1; third, the terms and provisions incorporated within this contract; fourth, the University's Option Letter=Exhibit 2; Bilateral Change Order Letter=Exhibit C; University Marks=Exhibit 4 and University Taxpayer ID #=Exhibit 5, which are attached hereto and incorporated herein by reference; fifth, the Contractor's Cash Management Service Historical Information and Pricing Form=Exhibit A; sixth, Merchant Card Fees Historical Information and Pricing=Exhibit B; Bank Marks=Exhibit C; Point of Sale Agreement=Exhibit D; which are attached hereto and incorporated herein by reference.

2. **Scope of Work.** Pursuant to UNC-RFP-07-08, and Contractor's response and its pertinent attachments, Contractor will provide banking, campus card and merchant card services as identified in the attached exhibits and as set out in outline form as follows:

a. Cash Management Services Provisions

- 1) The Public Depository Protection Act (CRS §11-10.5-103, *et seq.*) applies to the transactions described in the above-referenced documents
- 2) Collateralization requirements applies to the transactions described in the above-referenced documents
- 3) The University may, from time to time, open additional accounts; however, no account may be opened without the written approval of State Controller and State Treasurer pursuant to CRS §24-36-103, CRS §24-36-104 and CRS §24-75-202
- 4) Bank statements mailed within 5 business days of month end
- 5) Costs
 - i. Unit pricing will be as quoted in the RFP with no increases for the five-year period
 - ii. Accumulated account analysis statement charges will be billed semi-annually, June and December
 - iii. FDIC insurance charges shall be waived
 - iv. Any new services added to the relationship or the online service will be negotiated at the time of implementation.

b. Merchant Card Processing per the Merchant Services Agreement

- 1) Costs
 - i. Credit Cards Interchange Plus Pricing per transaction
 - Service fee-0.090%
 - ii. MasterCard Dues & Assessments/GIC-0.095%
 - Visa Dues and Assessments 0.0925%
 - MasterCard Authorization Fee-none
 - Visa Authorization Fee-none
 - Discover authorization Fee-\$0.10
 - American Express Authorization Fee-\$0.10
 - Direct pass thru of Interchange costs as may change from time to time as established by the Interchange authorities and approved by the University after receipt of notice within five business days of any proposed change [current schedule attached as Exhibit B, Point of Sale (POS)]
- 2) POS Debit fees for both regular on-line debit cards and the UNC Card
 - i. Authorization fee-\$0.05
 - ii. Plus pass thru of debit network fees as may change from time to time as established by the networks (current schedule attached as Exhibit D)
- 3) Other fees
 - Charge back-\$15
 - Voice/VRU Authorization (all card types-\$0.50)
 - Address Verification-\$0.01
 - Internet gateway monthly fee of \$31.00 per location/merchant ID
- 4) Access to MyMerchantView or future online merchant card management at no additional cost

c. Campus Card Financial Services as set out in the RFP and Bank's response to RFP for services to include:

- i. Financial processing for the UNC CARD Program with the UNC CARD serving as the card link to a demand deposit account for students, faculty and staff
- ii. Provide services for checking account deposits and withdrawals, statement preparation, ATM transactions, debit card transactions, web account access, bank by phone transactions, and ACH processing
- iii. Debit card processing for the UNC Card in an international debit card link, i.e., MasterCard, Visa, Interlink, Star, Maestro, and MAC networks using the UNC CARD as the vehicle to access the account

d. Royalties to University. In consideration of the license and grant of rights from the University given to Contractor and more particularly described in the balance of this Agreement, Bank will make royalty payments to the University as follows:

- 1) *Initial Royalty Payment.* Bank will pay \$250,000 to the University within sixty (60) days of the commencement of this Agreement.

2) *Account Royalty Payment by Bank.* The account royalty payments will be calculated annually based on the total number of linked UNC Card Bank Accounts as of April 15 of each year, divided by the total Eligible University Members as of April 15 of each year.

The number of University UNC Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked UNC Card. Bank will use discrete product and customer identification and will only pay University for one linked UNC Card Bank Account per Eligible University Community Member. To be considered for payment, the UNC Card Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University provided total enrollment of Eligible University Community Members (e.g., enrolled students). The total number of Eligible University Community Members will represent the total student enrollment number for the academic school year as of April 15th of each year of the term. The annual account royalty payment will be calculated based on the following:

Percentage of Student Enrollment Linked to a Checking Account	Annual Royalty Payment Based on Linked Accounts
0% - 54.9%	\$125,000
55.0% - 64.9%	\$130,000
65.0% - 74.9%	\$140,000
75.0% - 79.9%	\$145,000
80.0% - 84.9%	\$150,000
85.0% - 89.9%	\$160,000
90.0% - 94.9%	\$175,000
95.0% - 99.9%	\$190,000
100%	\$200,000

Payments described in this Section shall be deemed paid upon receipt by the University at the address indicated herein for receipt of notices pursuant to Clause 24.

3) **Royalty Payment Timeframes:**

- The initial payment to University of \$250,000 will be within sixty (60) days of the date the Agreement is executed. Bank will not have the opportunity to increase its checking account percentages until the new card program is launched and Bank can open and link checking accounts to the UNC Card.
- The annual account royalty payment will be due to University within sixty (60) days of the receipt of the total enrollment count.

Accordingly, if the Agreement execution date is July 1, 2008, the initial royalty payment will be paid in September 2008 and the first account royalty payment based on participation would be calculated in June 2009. The account royalty payment would be made by August 2009.

3. UNC Card Bank Account. In accordance with this section and during the term of this Agreement, Bank will provide a checking account linked to the UNC Card for UNC Cardholders who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements. Bank has granted to University an exception to the requirement of the \$100 minimum opening deposit by the UNC Cardholder. Nothing herein prohibits Bank from closing any UNC Card Bank Account in accordance with standard deposit

account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as the Bank's checking account which has a UNC Card linked to it within the Bank's banking system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some UNC Cardholders may not be eligible for the UNC Card Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank's policy.
- b. Only one checking account per UNC Cardholder shall be considered to be a UNC Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo College Checking*[®] account, which has no monthly service fee and no minimum balance requirement or comparable product offered from time to time by Bank. Faculty and staff may choose one of the checking accounts offered in the *Wells Fargo Membership*[®] Program, which have no monthly service fee and minimum balance requirement provided that the account receives an eligible direct payroll deposit of at least \$100 per statement cycle or comparable product offered from time to time by Bank.
- d. UNC Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 3.
- e. The UNC Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink cards are accepted) to Bank's checking account.
- f. Should University decide to process student financial aid refund payments by electronic means during the term of this Agreement, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student's UNC Card Bank Account or other depository account maintained by Bank for the student, all without additional deposit-related processing charges or fees to the student.
- g. At the University's request, Bank shall provide at its own expense an informational web page maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the UNC Card and the UNC Cardholders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:

- i Information about various account offerings for UNC Cardholders
- ii Link to online application to open checking or savings accounts
- iii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number
- iv Link to log-in for secure online banking session, and
- iv Information about and links to other bank-related products and services.

h. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the UNC Card Bank Accounts that it makes generally to its non-UNC Card Bank Accounts.

4. UNC Card Bank Account Opening. The UNC Card Bank Accounts may be opened by Bank using its personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting UNC Card Bank Account applications from UNC Cardholders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the UNC Cardholder in connection with the UNC Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a UNC Card Bank Account. Bank's personnel shall provide support for the implementation of the financial services associated with the UNC Card program, including the opening of checking accounts for Eligible University Community Members. Additional personnel will be available and

assigned as reasonably needed and as mutually agreed upon to support UNC Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

5. UNC Card Design and Specifications. The UNC Card that can be linked to a UNC Card Bank Account shall conform to the following specifications. The front side of the UNC Card will include the University Mark and design mutually selected by the parties to differentiate the new card from previous UNC Cards and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the UNC Cardholder,
- ii the UNC Cardholder's relationship to University (faculty, staff, student),
- iii the UNC Cardholder's first and last name, and
- iv Wells Fargo logo.

The reverse side of the new UNC Card shall have these minimum requirements:

- i magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two
- ii Wells Fargo logo
- iii the appropriate ATM network "bugs" as follows:
Instant Cash: no minimum requirement
Plus: 15mm wide X 8.25mm high
Star: 15.9mm wide X 10mm high
- iv the appropriate Debit Point-of-Sale network "bug" as follows:
Interlink: 16mm wide
- v Visa required language:
"ATM and purchase capability requires a linked deposit account." This copy must appear:
 - Near the Interlink and Plus Marks
 - In at least 4-point Helvetica type font
- vi instructions for reporting lost or stolen cards

The UNC Card will include such design and functionality as is necessary to provide reasonably such University benefits as University may request, such as access pass to University facilities and University provided financial services.

University shall be responsible for any costs associated with the new design of the UNC Card. While University shall cooperate with Bank to create a UNC Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the UNC Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

It is the University's responsibility to conduct a trademark/service mark search of the new campus UNC Card (and logo if applicable). Bank will assist University at University's expense with an initial trademark/service mark search if requested by University. University agrees to be responsible for its errors and/or omissions during its performance of this Agreement in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and University elects to use the name or card design.

6. Issuance of New Cards. Eligible University Community Members will receive the University UNC Card with the capability to access Bank's financial services. In order to achieve timely issuance of the new UNC Card, University shall as soon as is practical following the Effective Date of this Agreement, cooperate with Bank to market the UNC Card program. Bank and University will work together through mutually agreed upon communication methods including without limitation communications that the University will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the UNC Card program with optional PIN-based debit functionality and marketing the same.

Eligible University Community Members who receive the UNC Card can open a checking account through a Bank's representative on campus during the enrollment period or visit its local bank. The Eligible University Community Member will need to present the UNC Card at account opening so that it can be linked into Bank's banking system to be eligible for ATM/PIN-based debit functionality.

For UNC Cardholders who already have a checking account available for linking to their UNC Card, once the UNC Card is encoded with the appropriate 16-digit card number and upon UNC Cardholder's request, Bank will enter the number into Bank's banking system and link such number to corresponding checking account.

University will have the right to issue replacement UNC Card s in accordance with the terms of this Agreement to UNC Cardholders, whether or not they have a UNC Card Bank Account, provided University confirms that the original UNC Card has been duly reported as lost or stolen to Bankby the UNC Cardholder.

7. UNC Card Costs. Bank will pay up to the sum of \$16,500 annually to cover costs for the UNC Card issued to Eligible University Community Members during the Term of the Agreement.

Bank will not pay for replacement UNC Cards issued to Eligible University Community Members if they are lost or stolen. It is at the University's discretion whether to charge Eligible University Community Members for replacement UNC Cards.

Bank will pay University within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by University. Such invoice will be provided no less than quarterly.

8. Changes to the UNC Card. University reserves the right to make alterations within a mutually agreed upon time to the UNC Card program which may require re-issuance of cards, in which case University would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. University agrees that said changes will not diminish the financial services provided by Bank through the UNC Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

9. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a UNC Card be lost or stolen, Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the UNC Card's capability for processing transactions through the UNC Card Bank Account. Bank shall provide UNC Cardholders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank's bank personnel of lost and stolen UNC Cards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank's representatives during Bank's regular business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked UNC Cards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank's general population of checking account customers located in the state of Colorado.

10. Persons No Longer Eligible University Community Members. Due to an interruption of an individual's educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the UNC Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the UNC Card and its University identification benefits. However, University shall not be required to collect the UNC Card; nor shall the UNC Cardholder be required to forfeit the UNC Card. Bank may or may not discontinue the services of the UNC Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

11. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding UNC Bank Cards actively serving as University's multi-function identification card and displaying the Bank's Bank Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding UNC Bank Cards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as UNC Bank Card Accounts and shall use reasonable efforts to transfer access to the accounts from the UNC Cards to alternative access devices at the termination or expiration of this Agreement. The parties

shall cooperate with each other in the transition of operations to any successor to the UNC Card program described in this Agreement, including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

12. ISO Number Ownership. At all times, University shall be deemed to own the ISO numbers associated with the UNC Cards issued pursuant to this Agreement.

13. Vendor Support. Bank will continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. University has no responsibility for, and no relationship with, third party vendors accepting the UNC Card for ATM, PIN-based debit UNC Card transactions as a result of this Agreement.

14. Equipment. University is responsible for providing at its cost any equipment necessary to implement the new UNC Card program. Bank is responsible for providing all data lines and installation at its cost. Back-up equipment or on-site repair must be available and prompt. Equipment installation and connections, site preparation, and/or facility modification shall be at Bank's cost and must receive prior approval by University.

At its own cost, Bank shall be responsible for ensuring regular maintenance and service of all equipment provided by it, such service to be promptly available 24 hours per day, seven days per week basis. Equipment service personnel must be easily identifiable as such. Bank shall be responsible for damage and loss to equipment or its contents due to vandalism, robbery, or any other actions or cause. University will provide security personnel to protect the equipment at the same level it customarily provides to the University campus in general.

15. Use of Name and Marks.

Grant to Use University Name and Marks.

a. During the term of this Agreement, University hereby grants to Bank an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit 4 of this Agreement (collectively, the "University Marks") for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the UNC Card program. All applications of the use of the University Marks by Bank must conform to Exhibit 4, along with any specifications established by the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all UNC Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University's designated representative prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants to Bank authority to use published UNC Card marketing materials as examples for its prospective clients or within its bank campus card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like.

b. Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks used by Bank will inure to the benefit of University. Accordingly, Bank's limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

c. University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then

University agrees to (i) immediately discontinue use of the marks and adopt use of alternative non-infringing marks, and (ii) to reimburse Bank for any reasonable expense Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks subject to the limitation of liability set forth herein. Subject to the foregoing, and if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

Grant to Use Bank Name and Marks.

a. Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit C of this Agreement (collectively, the "Bank Marks") on all UNC Cards linked to a UNC Card Bank Account and all promotional and informational materials prepared by University in connection with the UNC Card under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the UNC Card program shall be of a nature and quality commensurate with the nature and quality of the University's UNC Card program. University shall deliver all UNC Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

b. University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University's limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on UNC Cards issued after the effective date of such expiration or termination.

c. Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a tradename, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth herein. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from University's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

d. Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to UNC Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue UNC Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its UNC Card program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with University, Bank shall pay all of University's costs related to such changes. University shall have no obligation to reissue UNC Cards with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

License to Establish Link to Bank Web Site. University may choose to use Bank's "red box" logo on the University Internet web site as a link to Bank's Internet web site at www.wellsfargo.com and has requested Bank's consent.

Bank hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.unco.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not "frame" the Bank's web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the University Internet web site located at www.unco.edu for the

exclusive purpose of linking from www.unco.edu to www.wellsfargo.com. University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of the Bank and that any and all uses by University of the Logo shall inure to the benefit the Bank.

University acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the University web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank, University removes the materials to which Bank objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link and use the Logo is terminated, University agrees to remove the link from the University web page to the Bank's web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University shall deliver all web pages that reference Bank and/or contain the Logo for it prior to publication for its consent.

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.

16. Marketing and Solicitation of Financial Services.

Marketing. Bank will have exclusive right to solicit financial services on the University Campus. Bank has the exclusive right to be the "Official Bank" of the University in all advertisements, and solicitations of students, faculty or staff. Bank and University shall fully cooperate and shall work in conjunction to promote the UNC Card program through various marketing efforts. Both parties shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to University. University will provide Bank with an opportunity to provide information about the Bank's banking financial services associated with the UNC Card program to University Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University and Bank will mutually agree upon direct mail and email communication strategies, and University will send these communications on Bank's behalf. University agrees that such marketing materials will include both the Bank Marks and University Marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders and new incoming University students. All mailings shall be mutually agreed on and where appropriate approved by the applicable University's designated representative and Bank. In addition, University will communicate during orientation the University's UNC Card program and associated Bank's banking financial services to all parents/guardians and students. The University's UNC Card program and associated Bank's banking financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations including but not limited to the presence of Bank's representatives and presentations at the orientations. University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future UNC Cardholders including but not limited to the above marketing efforts and "tabling" on campus. Financial compensation for this arrangement is included as part of this Agreement and no additional charges will be imposed for exclusive tabling or presence at new student orientations during the term of the Agreement.

Advertising and Sponsorship The preceding sections does not preclude the Univeristy from negotiating advertising or event sponsorship agreements with other banks. Such advertising may result in signage on the univeristy campus outside the University Center or other recognition of competing banks including publications, promotional materials and advertising.

Marketing Budget. Bank will provide the marketing services function for marketing and promotion of the UNC Card program. Bank estimates that its annual marketing budget for the promotion of the UNC Card Campus

Card project will be approximately \$15,000 the first year and approximately \$10,000 annually thereafter during the Term of this Agreement. This budget includes funding for initial and annual marketing materials including customized materials that will highlight the banking features of the new UNC Card and the benefits of linking it to a checking account. These marketing materials will include information about electronic financial aid disbursement.

Exclusivity. During the term of this Agreement, University will not cause or authorize any University identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent UNC Cardholders from using UNC Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 16.

17. Changes. Bilateral changes within the general scope of the contract, as defined in this paragraph, may be executed using the change order letter process described in this clause, and a form substantially equivalent to Exhibit 3 for any of the following reasons:

- a. Where the agreed changes to the specifications result in an adjustment to the price, delivery, schedule, or time of performance.
- b. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
- c. Where the changes to the contract are priced based on the unit prices to be paid for the goods and/or services established in the contract, its exhibit(s), and/or attachment(s).
- d. Where the changes to the contract are priced based on established catalog prices generally extended to the public, or upon prices or rates set by law, regulation or legislative directive.

The Change Order Letter shall refer to the basic contract and include a detailed description of the changes to the contract, the price or cost ceiling adjustment, the effective date, and (where applicable) the time within which the changed work must be finished.

18. Rights in Data, Documents, and Computer Software (State Ownership). Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of the University and all such materials shall be delivered to the University by Contractor upon completion, termination, or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor obligations under this Agreement without the prior written consent of the University; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

19. Inspection and Acceptance (Services) and Examinations. The University reserves the right to inspect services provided under this Agreement with prior notice at all reasonable times and places during the term of the Agreement. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to contract requirements, the University may require Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by performance, the University may (1) require Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this Agreement, or remedies otherwise available at law.

Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its UNC Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such

records may be audited by the University or its designated representative(s) at any time during Bank regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 19, as a condition to obtain access, to execute written confidentiality agreements setting forth the matters as addressed in Section 34.

20. Price/Costs. The University shall pay Contractor in accordance with the Treasury Management proposal pricing identified in Exhibit 1.

21. Payment Terms for Cash Management. The University shall pay to Contractor the rate for services performed and accepted pursuant to the terms of this Agreement based on monthly statements due to the University on the seventh day of each month and shall remit such fees semi-annually from cumulative account analysis statement in June and December. Payments pursuant to this Agreement shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services. The liability of the University at any time for such payments shall be limited to the amount remaining of such encumbered funds. Incorrect payments to Contractor due to omission, error, fraud, or defalcation shall be recovered from Contractor by deduction from subsequent payment under this Agreement or other contracts between the University and Contractor, or by the University as a debt due to the University.

At the discretion of the University, in the event this Agreement is terminated, final payment to Contractor may be withheld at the discretion of the University until all work requested is in the final format requested by the University.

22. Performance Period. The Agreement shall be effective July 1, 2008, and shall terminate June 30, 2013. The parties agree that the Agreement is renewable for an additional five 1-year terms subject to the terms and conditions contained herein. The performance contemplated herein shall commence as soon as practicable after the effective date of this Agreement and shall be undertaken and performed in the sequence and manner set forth in the foregoing Scope of Work. It is understood the University shall not be liable for payment of work or services nor for costs or expenses incurred by Contractor prior to the proper execution and approval of this Agreement.

23. Renewal Option. The University may require continued performance for a period of one year of any services within the limits and amounts negotiated for the next fiscal year at the rates specified in the original Agreement. The University may exercise the option by written notice to the Contractor deposited in the mail before the end of the performance period of the Agreement using a form substantially equivalent to Exhibit 2. The University shall give Contractor thirty (30) days' preliminary written notice of its intent to execute the option. Preliminary notice does not commit the University to an extension. If the University exercises this option, the extended Agreement shall be considered to include this option provision. The total duration of this Agreement, including the exercise of any options under this clause may be the original 5-year term and five successive one-year renewals. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

24. Representatives/Authority/Notice.

a. *Representatives.* For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives. With respect to the representative of the University, such individual shall have the authority to inspect and reject services, approve invoices for payment, and act otherwise for the University, except with respect to the execution of formal amendments to or termination of this Agreement.

b. *Notices.* All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

For the State/University:
Michelle Quinn
Associate Vice President - Finance
University of Northern Colorado
Carter Hall 1002/4007, Campus Box 44
501 20th Street
Greeley, CO 80639
970-351-351-2773/Fax: 970-351-1142

e-mail: michelle.quinn@unco.edu

For Contractor:
William B. Kurtz
Community Bank President
Wells Fargo Bank
2164 35th Avenue
Greeley, CO 80634
970-336-6222/Fax: 970-330-1004
e-mail: william.b.kurtz@wellsfargo.com

25. Assignment and Successors. Contractor agrees not to assign rights or delegate duties under this Agreement without the express, written consent of the University which shall not be unreasonably withheld. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by CRS §4-9-318, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the University executing this Agreement. Such assignment shall not be deemed valid until receipt by such controller, and Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

26. Insurance. Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts:

a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- 1) \$1,000,000 each occurrence;
- 2) \$2,000,000 general aggregate;
- 3) \$2,000,000 products and completed operations aggregate;
- 4) \$50,000 any one fire; and

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University's Purchasing Director a certificate or other document satisfactory to the University showing compliance with this provision.

c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

d. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 or submit a copy of a satisfactory blanket employee fidelity bond in the minimum amount of \$1,000,000.

e. The University of Northern Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

f. Insurance shall include provisions that require Contractor's insurers to endeavor to provide 30 days' prior notice of cancellation to the University by certified mail.

g. Contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers. Contractor agrees to provide a waiver of subrogation on its Workers' Compensation Policy in favor of the Owner.

h. All policies evidencing the insurance coverages required hereunder shall be issued by financially sound insurance or re-insurance companies.

i. Contractor shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 30 days following the renewal date of any such coverage, Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any

time during the term of this contract, the University may reasonably request in writing, and the Contractor shall thereupon within 10 days provide to the University, evidence satisfactory to the University of compliance with the provisions of this clause.

j. Contractor shall carry liability insurance at the above-requested levels to protect itself while performing any of the services provided for in this contract. The University (State) will in no way be liable for any insurance coverage protection for Contractor. The University (State) will in no way be liable for any claims for damages or liabilities which may arise or result from Contractor's negligent acts or omissions while conducting the services anticipated under this contract.

k. Bank states that it is an FDIC-insured institution and qualified deposits maintained at Bank are insured by the FDIC.

27. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies otherwise available at law, the University may exercise the following remedial actions if Contractor substantially fails to satisfy or perform the duties and obligation in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by Contractor. These remedial actions are as follows:

a. Suspend Contractor's performance pending necessary corrective action as specified by the University without Contractor's entitlement to adjustment in price/cost or schedule; and/or

b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

c. Request the removal from work on the Agreement of employees or agents of Contractor whom the University justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement the University deems to be contrary to the public interest or not in the best interest of the University; and/or

d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the University. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the University; and/or

e. Terminate the Agreement for default upon Contractor's failure to cure the default within sixty (60) days after written notice describing the default and the action necessary to cure said default.

The above remedies are cumulative and the University, in its sole discretion, may exercise any or all of them individually or simultaneously.

28. Termination for Convenience. The University may terminate this Agreement at any time the University determines that the purposes of the distribution of University monies under the Agreement would no longer be served by completion of the project provided that such notice can be given no earlier than one (1) year after execution of the Agreement. The University shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies and reports or other material prepared by the Contractor under this Agreement shall, at the option of the University, become its property, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory services delivered.

a. If this Agreement is terminated by the University as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this Agreement. In no event shall reimbursement under this clause exceed the Agreement contract amount. If this Agreement is terminated for cause, or due to the fault of Contractor, the Termination for Cause or Default provision shall apply.

b. The University and Contractor may agree to a settlement provided Contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by the University, and the contract price of the work not terminated.

c. Absent complete agreement, under subparagraph b. of this section, the University shall pay Contractor the following amounts, provided the payments agreed to under subparagraph b. shall not duplicate payments under this subparagraph:

i. contract prices for services accepted under the Agreement;

- ii. costs incurred in preparing to perform the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid to or to be paid for accepted supplies or services; provided, however, that if it appears that Contractor would have been sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - iii. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Contractor's obligations paragraph of this clause. These costs must not include costs paid in accordance with subparagraph ii. of this section;
 - iv. Contractor's reasonable settlement costs, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the terminated portion of this Agreement; and
- d. Costs claimed or agreed to under this clause shall be in accordance with applicable sections of the Colorado Procurement Code.

29. Termination for Default/Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the University shall thereupon have the right to terminate this Agreement for cause by giving written notice to Contractor of its intent to terminate and at least sixty (60) days' opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Contractor under this Agreement shall, at the option of the University, become its property, and Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Contractor shall be obligated to return any payment advanced under the provisions of this Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the University for any damages sustained by the University by virtue of any breach of the Agreement by Contractor, and the University may withhold any payment to Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the University from Contractor is determined.

If, after such termination, it is determined for any reason that Contractor was not in default, or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

30. Excuse for Nonperformance or Delayed Performance. Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the University or any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. At the request of Contractor, the University shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the University.

31. Disputes. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision. Disputes that cannot be settled promptly may be addressed to the University of Northern Colorado, Legal Counsel's Office, Campus Box 29, 501 20th Street, Greeley, CO 80639; telephone 970-351-2399. Regards to the Contractor, please contact the designate representative identified within this agreement.

32. Dispute Resolution. If University of Northern Colorado and Contractor disagree regarding reasonable accommodation and services for a particular student and, after engaging in good-faith efforts, are unable to reach agreement, the matter shall be referred for resolution to appropriate representatives of Contractor, and the University of Northern Colorado who have not previously been involved in the case. If these representatives, after a reasonable time and good-faith efforts, are unable to resolve the matter, the disagreement shall be

referred to a three-member panel, one of whom shall be appointed by the director of Contractor, one of whom shall be appointed by the president of the University of Northern Colorado, and the third of whom shall be chosen by the other two. The recommendation of the panel is for the purpose of facilitating resolution of the dispute between Contractor and the University of Northern Colorado and shall not be binding on the parties.

33. Confidentiality of Records.

a. Contractor is hereby designated an agent of the University for the purposes of the confidentiality requirements of CRS §8-72-107 in the event Contractor shall obtain access to any records or files of the University in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, Contractor shall keep such records and information confidential and shall comply with CRS §8-72-107, and all other laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the University. Contractor shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirements before the employee is permitted access to confidential data.

b. Except as required by law, the University will not disclose to third persons, other than Contractors or consultants of the University whose performance of services require disclosure, any information marked as "confidential" or "proprietary" except for UNC Card Bank Account application data and UNC Card Bank Account transaction information which shall automatically be deemed to be confidential information of Bank or otherwise marked as agreed by the parties. Except as otherwise agreed, "confidential" or "proprietary" information of Contractor which may be marked is information relating to its research, development, trade secrets, business affairs, internal operations and management procedures and like information of its customers, clients, or affiliates, but does not include information lawfully obtained from third parties, information in the public domain, exhibits, attachments, or appendices to the Agreement, or information required to be delivered to the University pursuant to the terms of this Agreement. With respect to any such disclosure to other contractors or consultants of the University, the University agrees to inform them concerning the restrictions on disclosure and include suitable nondisclosure provisions in their agreements. Nothing herein is intended or shall operate as a waiver of any applicable law governing disclosure of records, including the Colorado Open Records Act (CRS §24-72-101). The University agrees to provide Contractor with prompt written notice of requests for disclosure under such laws of contract information within the scope of this clause.

The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's confidential information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.

34. Licenses, Permits, and Responsibilities. Contractor certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services and/or deliver the supplies covered by this Agreement. Contractor warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform this Agreement, without reimbursement by the University or other adjustment in contract price. Additionally, all employees of Contractor performing services under this Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. Contractor further certifies that, if it is a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in this state and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for Contractor to properly perform this Agreement, shall be grounds for termination of this Agreement by the University for default.

35. Legal Authority. Each party warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind each to its terms. Each person executing this Agreement on behalf of its company warrants that such person has full authorization to execute this Agreement.

Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

36. Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the University and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the University and Contractor that any such person or entity, other than the University or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

37. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, CRS §24-30-1501, *et seq.*, as now or hereafter amended.

38. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

39. Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

40. Entire Understanding. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

41. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by Contractor.

42. Modification and Amendment. This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

43. Venue. The parties agree that venue for any action related to performance of this Agreement shall be in the City and County of Denver, Colorado.

44. Compliance with Applicable Law. Contractor shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended including all laws and regulations related to the providers of the financial services offered by Bank and all laws and regulations related to the protection and security of any

personal information gathered by Bank such as the Gramm Leach Bliley Act, which laws and regulations are incorporated herein by this reference as terms and conditions of this Agreement.

For purposes of this Agreement, University will be considered the "issuer" of the UNC Card used as the University ID card, except to the extent the UNC Card is used to perform electronic funds transfers to or from any UNC Card Bank Account, in which case Bank will be considered the "issuer". Bank will not be responsible to University or any UNC Cardholder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the UNC Card as it pertains to electronic funds transfers to or from any UNC Card Bank Account and to the performance of any other financial transactions involving a UNC Card Bank Account. Bank will be responsible to the UNC Cardholder for any unauthorized or erroneous transaction involving the UNC Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, *et seq.*), to the extent applicable. University will not be responsible to Bank or to any UNC Cardholder for liability arising from Bank's issuer responsibilities or for losses to any UNC Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions of losses involving, a UNC Card Bank Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the UNC Card Bank Account, if any, University will comply with all applicable laws and regulations.

Information System General Security

- a. University and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises.
- b. With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled or used by Bank or which is used to store any of Bank's software or data, University shall comply with all bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as University receives notice of such policies, procedures and standards, and any relevant changes.
- c. In addition, University agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

45. Colorado Special Provisions. The Colorado Special Provisions are attached hereto and incorporated herein by reference, as follows:

1. **CONTROLLER'S APPROVAL.** §CRS §24-30-202(1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any negligent act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-2. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that Contractor and its employees are not entitled to unemployment insurance benefits unless Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the

extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. [Not Applicable to Intergovernmental Contracts] **VENDOR OFFSET. CRS §24-30-202(1) and §24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and §24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. [Not Applicable to Intergovernmental Contracts]. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS §8-17.5-101 and §24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS §8-17.5-101, et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS §8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS §8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS §8-17.5-101, et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS §24-76.5-101, et seq., and (iii) shall produce one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

(Revised October 25, 2006)

Effective Date of Special Provisions: August 7, 2006

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

WELLS FARGO:
WELLS FARGO BANK, N.A.-Greeley Location

By: William B. Kurtz 6/24/08
William B. Kurtz, President Date

By: Raymond O. Ulibarri 6/24/08
Raymond O. Ulibarri, Vice President Date

STATE OF COLORADO:
Bill Ritter, Jr., Governor
Acting by and on behalf of the Board of Trustees of
The University of Northern Colorado

By: Randal L. Haack 6/27/08
Randal L. Haack, Senior Vice President Date
Finance and Administration

ATTEST/SEAL: (a corporate seal or attestation is required)

WELLS FARGO MERCHANT SERVICES, LLC
By: Mark Allen 6/25/08
Mark Allen, Merchant Relations Manager Date

Financial Services
By: Michelle F. Quinn 6/27/08
Michelle F. Quinn, Associate Vice President Date

ATTEST/SEAL: (a corporate seal or attestation is required)

By: _____
Corporate Secretary/Equivalent

UNC CARD OFFICE
By: Cindy Vetter 6-27-08
Cindy Vetter, Director Date

LEGAL REVIEW: John W. Suthers, Attorney General
By: Ronald J. Lambden 6-27-08
Ronald J. Lambden, General Counsel Date
Special Assistant Attorney General

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the

State of Colorado may not be obligated to pay for the goods and/or services provided.

DAVID McDERMOTT, STATE CONTROLLER

By:


Michele F. Quinn, State Controller Designee

Date 6/27/08

Exhibit 1

REQUEST FOR PROPOSALS
FINANCIAL SERVICES PLATFORM

RFP # UNC-07-08

PURCHASING DEPARTMENT
UNIVERSITY OF NORTHERN COLORADO
GREELEY, CO 80639

SECTION I

ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued for the University of Northern Colorado by the Purchasing Department for the benefit of the University of Northern Colorado Board of Trustees. The Purchasing Department is the SOLE point of contract concerning this RFP. All communication must be done through the Purchasing Department (DOP).
- B. **OFFICIAL MEANS OF COMMUNICATION:** During the solicitation process for this RFP, all official Communication between the DOP and offerors will be via postings on the State's BIDS system. DOP will post notices, which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning offeror. **It is incumbent upon offerors to carefully and regularly monitor BIDS for any such postings.**
- C. **PURPOSE:** This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.
- D. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

<u>SCHEDULE OF ACTIVITIES</u>	<u>DATE</u>
1. RFP Notice Published on BIDS	8-31-07
2. Pre-proposal Conference	9-20-07
3. Prospective Offerors Written Inquiry Deadline (No questions after this date)	9-27-07
4. Proposal Submission Deadline (Submit 5 Copies of Proposal)	10-19-07
5. Oral Presentations (Only if necessary after initial evaluation)	11-16-07
6. Contract Period	7-1-2008 thru 6-30-2013
7. The resulting contract may be renewed for an additional 5 years for a total contract length of 10 years, through 6-30-2018	5 years

- F. **INQUIRIES:** Offerors may make written or fax inquires concerning this RFP to obtain clarification of requirements. No inquires will be accepted after the date and time indicated in the Schedule of Activities. Send all inquires to:

Attn: Vickki Klingman
Director of Purchasing
University of Northern Colorado
Greeley, CO 80639

RFP No. UNC-RFP-07-08

Response to any offeror's inquiries will be published as a modification on BIDS in a timely manner. Responses to inquiries may also be made verbally and/or in writing at a pre-proposal conference. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

- G. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- H. **PROPOSAL SUBMISSION:** Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the University of Northern Colorado Purchasing Office on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

University of Northern Colorado
Purchasing Office
Carter Hall, Room 1002
Greeley, CO 80639
Attn: Vickki Klingman

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR'S NAME
RFP No.
PROPOSAL DUE DATE AND TIME:

The Vendor Signature Form **MUST** be signed in ink by the offeror or an officer of the offeror who is legally authorized to bind the offeror to the proposal. The signed Vendor Signature form is to be included with the proposal that is marked as ORIGINAL. Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Offerors are advised that the University desires and encourages that proposals prepared in response to his RFP be submitted on recycled paper, and that all **five (5)** copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, the use of nonrecycled or nonrecycled glossy materials is discouraged.

- I. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be sent via the BIDS system.
- J. **ORAL PRESENTATIONS/SITE VISITS:** Offerors who are deemed most qualified, after initial evaluation, may be asked to make oral presentations and/or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the offeror's expense.
- K. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror, or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions including compensation, as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- L. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Director. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Ref. Section 24-109, 101 *et. seq.*, C.R.S., as

amended; Section 24-109, 201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest should be submitted within the 7 day time period, even if that means it is filed *during* the time the solicitation is still open.

As noted in paragraph B above and paragraph Q below, announcement of the apparent winning offeror will be made via a posting on the BIDS system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on BIDS.

- M. **CONFIDENTIAL/PROPRIETARY INFORMATION:** Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The University Purchasing Department will make a written determination as to the apparent validity of any request for confidentiality. In the event the Purchasing Department does not concur with the offeror's request for confidentiality, the written determination will be sent to the offeror. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

- N. **RFP RESPONSE MATERIAL OWNERSHIP:** The State of Colorado has the right to retain the original proposal and other RFP response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
- O. **PROPOSAL PRICES:** Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful offeror.
- P. **DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:**
Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- Q. **SELECTION OF PROPOSAL:** As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible offeror whose proposal is determined to be most advantageous to the University. The Department of Purchasing, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on the BIDS system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" which will name the apparent successful offeror.

- R. **AWARD OF CONTRACT:** The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible offeror.
- S. **ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal (including persons specified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.
- T. **STANDARD CONTRACT:** The University/State of Colorado will incorporate standard State contract provisions (Special Provisions) and other provisions noted in this RFP into any contract resulting from this RFP.
- U. **RFP CANCELLATION:** The University reserves the right to cancel this Request for Proposal at any time, without penalty.
- V. **STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:** Proposals, upon established opening time, become the property of the University of Northern Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the University of Northern Colorado unless otherwise noted in the RFP. The contents of the successful offeror's proposal will become contractual obligations.
- W. **INCURRING COSTS:** The University/State of Colorado is not liable for any cost incurred by offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall accrue until a contract is awarded and signed by all concerned parties.
- X. **MINORITY PARTICIPATION:** It is the State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.
- Y. **NON-DISCRIMINATION:** The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
- Z. **REJECTION OF PROPOSALS:** The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University of Northern Colorado .
- AA. **PARENT COMPANY:** If an offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the offeror responding to the RFP.
- BB. **NEWS RELEASES:** News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
- CC. **CONTRACT CANCELLATION:** The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.
- DD. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**
1. By submission of this proposal, each offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
 - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certified that:
 - a. He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

EE. CONFLICTS OF INTEREST: The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
2. A public officer or a state employee shall not:
 - a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
 - b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
 - c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or
 - d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.
4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

FF. TAXES: The University of Northern Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

GG. ASSIGNMENT AND DELEGATION: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

HH. AVAILABILITY OF FUNDS: Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

II. BID BONDS/SECURITY: NOT REQUIRED FOR THIS PROPOSAL

JJ. CONTRACTOR'S PERFORMANCE BOND: NOT REQUIRED FOR THIS PROPOSAL

KK. INSURANCE: The contractor shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverages; the State shall be issued certificates as an additional insured.

1. **Standard Workers' Compensation and Employers' Liability** as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability (state anticipating HIPAA coverage) with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate;
 - d. \$50,000 any one fire; and
 - e. Per Project general Aggregate LimitIf any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
4. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 **may** be required for certain contracts.
5. Other insurance as may be required by law, or in a specific solicitation. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
6. The State of Colorado – University of Northern Colorado shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
7. Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days' prior notice to the State by certified mail.
8. Contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
9. Contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of the contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section. Certificates of adequate insurance coverage and endorsement/s of additional insured coverage. Copies of the insurance certificate can be faxed and

should be followed by the hard copy of the certificate being mailed to UNC's Purchasing Office. The Additional Insured portion should read as follows:

UNC Purchasing Director
Carter Hall 1002, Greeley CO 80639
Phone: (970)351-2288 Fax: (970)351-1142

LL. INDEPENDENT CONTRACTOR CLAUSE: All personal service contracts must contain the following clause: "THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

MM. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

NN. VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

PLEASE NOTE: It is the CONTRACTOR'S responsibility to purchase parking permits when performing work on the UNC Campus. They can be obtained by contacting UNC Parking Services Division.

Colorado Special Provisions and Vendor Signature Form were attached to the RFP but have been deleted because they are located elsewhere in this Agreement.

SECTION II UNIVERSITY OF NORTHERN COLORADO BACKGROUND

The University of Northern Colorado (UNC) is a major public higher educational institution in the State of Colorado with 11,800 graduate and undergraduate students. The faculty and staff add another 1,500 people to the UNC community. UNC is a multipurpose institution offering a wide range of graduate and undergraduate degree programs in five academic colleges: Arts and Sciences, Business Administration, Education, Health and Human Sciences, and Performing and Visual Arts. The University offers more than 2,000 academic courses.

UNC is located in the City of Greeley, Colorado, about 50 miles north of Denver, 50 miles south of Cheyenne, Wyoming, and one hour east of Rocky Mountain National Park. The population of Greeley is approximately 85,000 people and continues to grow every year. The 236-acre UNC campus has two distinct, adjacent parts. Both have residence halls and classroom buildings. The central campus features tree-lined, older buildings while the west campus is distinguished by modern high-rise buildings.

On April 1, 1889, the Governor of Colorado signed the bill creating the State Normal School to train qualified teachers for the state's public schools. Greeley citizens raised the necessary money for the first building, and the cornerstone was laid on June 13, 1890. The school opened its doors on October 6 with a staff of four instructors and 96 students. Certificates were granted upon the completion of a two-year course. In 1911, the school's name was changed to Colorado State Teachers College by the state legislature. The college was then offering four years of undergraduate work and granting the Bachelor of Arts degree. In 1935, the name of Colorado State College of Education was adopted to recognize the fully developed graduate program, which was started in 1913. Early in 1957, the state legislature approved shortening the name to Colorado State College. Again to recognize the further growth of programs and offerings, in 1970 the name was changed once more, this time to the University of Northern Colorado.

The University's Mission Statement is as follows:

"The mission of the University of Northern Colorado is to develop well-educated citizens and to improve the quality of life in the state and region through teaching, learning, the advancement of knowledge and community service."

Enrollment: The University of Northern Colorado enrolled 11,808 students for Fiscal Year 2006. UNC plans to increase enrollment slightly during the upcoming five-year period. UNC employs approximately 1,500 faculty and staff.

SECTION III SUMMARY OF PROPOSAL REQUIREMENTS

Evaluation

A committee of University personnel will evaluate all proposals submitted in response to this RFP. The award will be based on the greatest advantage to the University, price and other factors considered. Due to the evaluation procedure for the RFP, lowest dollar price MAY OR MAY NOT indicate the successful awardee. Price constitutes only one of the several evaluation criteria. The Evaluation Committee will judge the merit of proposals received in accordance with the criteria described in Section VI.

Minimum Requirements

1. The bank must be designated an eligible depository for public funds, approved by the State Bank Commissioner.
2. A full service branch of the bank must be located within the city limits of Greeley.
3. The bank must have ability to place a branch or customer service center on campus.
4. The bank must have the ability to place a minimum of two ATM's on campus.

NEEDS SUMMARY

The University requires a comprehensive banking relationship to include cash management, merchant card processing, campus one card financial services, and compatibility with TouchNet; the payment gateway provider for the University's online credit card and electronic check payments.

A. Cash Management

The University currently maintains seven separate bank accounts subject to the Public Deposit Protection Act (C.R.S. 11-10.5). The University is permitted to open and maintain bank accounts only with the approval of the State Controller and the State Treasurer (C.R.S. 24-36-103, 24-36-104, and 24-75-202).

B. Merchant Card Processing

The University currently accepts Master Card, Visa, and Discover credit cards, as well as online debit cards with PIN verification. Merchant fee statements with sufficient detail to allow for appropriate allocation of fees to internal University accounts must be provided.

C. Campus One Card Financial Services – the UNC Card Program

The University currently provides students, faculty, and staff with a campus one card program, i.e. the UNC Card Program, which delivers comprehensive services including identification, long distance calling card, financial services, controlled access, and security. It also functions as an on-line debit card. The University intends to continue this service to its students and the debit function of the card must be compatible with industry-standard networks and not a proprietary debit limited to specific Point of Sale networks. The intent of this proposal is to secure a vendor who can perform the following:

- Financial processing for the UNC CARD Program whereby the UNC CARD serves as the card link to a demand deposit account for students, faculty and staff.
- Proposers should be able to provide the University with solutions to checking deposits and withdrawals, statement preparation, ATM transactions, debit card transactions, web account access, bank by phone transactions, and ACH processing.
- Proposers should be able to process the UNC Card in an international debit card link, i.e., MasterCard, Visa, Interlink, Star, Maestro, and MAC networks utilizing the UNC CARD as the vehicle to access the account.
- Proposer must have ability to place a branch on campus.
- Proposer must have ability to place at minimum of two ATM's on campus.

D. AR- TouchNet

Internet based Transactions: The University accepts online credit card and electronic check payments through TouchNet, the University's online payment gateway provider. The electronic checks (Webchecks) are batched and transferred to the bank daily via ACH. The bank notifies the University of rejected ACH items.

E. Miscellaneous

Excluded Accounts

This RFP covers only the accounts described. The University has several other accounts, which are excluded from this RFP because of bond resolution requirements. In addition, any investments, including certificates of deposit that the University makes are excluded from this proposal.

SECTION IV CONTENTS OF PROPOSALS AND PROPOSAL FORMS

This section of the RFP describes the required order, format and content for vendor proposal. Failure to comply with the required organization outlined below may result in the proposal being eliminated from further consideration. This standardization will facilitate evaluation of the merits of all proposals submitted.

GENERAL TAB

1. Transmittal Letter: This letter must designate the individual authorized to contractually represent the vendor regarding the proposal and summarize the key points of the proposal. The vendor should also designate an individual who can answer technical questions about the proposal.
2. Designation Certification: Colorado State Banking Board Designation Certification of Eligible Public Depository.
3. Local Branch: List of addresses for full service branch offices located in Greeley.
4. Contact Names: The proposal must include the names and titles of key bank officers and operating personnel who will work with the University.
5. Reports of Condition and Income: The proposal must include the bank's last four (4) quarterly "Reports of Condition and Income".

TAB A

1. Describe the scope of cash management services your organization proposes to provide to fulfill the requirements outlined in Section III, IV and V related to Cash Management Services.
2. "Cash Management Pricing Form" (EXHIBIT 1) must be included. Include bank supplies that may or must be purchased through the bank.

TAB B

1. Describe the scope of miscellaneous services your organization proposes to provide to fulfill the requirements outlined in Section III, IV and VI: Merchant Credit Card Processing.
2. "Merchant credit card information" must be included, utilizing **Exhibit 2**. Include charges for all charges and fees related to credit card and debit card processing.

TAB C

The responses to the RFP must include, but not be limited to the capability of the Proposer to provide the University with a comprehensive array of financial services and products for students, faculty and staff related to the UNC Card program. The University and the financial provider must be able to manage lost/stolen cards on an immediate basis, submit address changes, and work closely together to provide account information to students.

All responses should include an "overview statement" summarizing the Proposer's philosophies about the partnership. Please make a general statement about your conception of the UNC CARD Program given the services you are proposing and the role your organization desires to play. Proposers should provide a response to each of the following program criteria that fulfills the requirements outlined in Section VII.

1. Describe the scope of financial services your organization proposes for the UNC CARD Program including type of financial services, personal banking products, product development, customer service, program features, and banking card program model.
2. Describe how your organization would provide on-going support for the UNC CARD Program to integrate the proposed financial services and bank product line into the UNC CARD.
3. Describe your proposed technology plan and programming requirements to ensure that the current UNC CARD numbering system (PAN) is able to function within your ATM and POS network and how you will supply the UNC Card Program with a pool of numbers for new cards and replacement cards.
4. Describe the financial support that will be provided to the UNC Card Program on an annual basis including guaranteed cash and noncash benefits.

5. Describe your marketing strategies for promoting ID Card usage and financial services to students, faculty, staff and participating merchants.
6. Describe your proposed management plan for recarding the University campus including personnel support, technology and financial resources in the event that it is necessary to recard the campus.
7. Describe other unique or creative services your organization will provide to enhance the UNC CARD Program.

TAB D

1. Describe your organization's philosophy toward implementation of new technology.
2. Describe the Internet based services your organization provides at this time.
3. Include general pricing information for services described.

TAB E

1. Describe any enhancements your organization may offer that might benefit the University.

SECTION V SPECIFIC REQUIREMENTS

A. CASH MANAGEMENT REQUIREMENTS

PROVISION FOR COLLATERALIZATION: Collateralization of University ledger balances shall be provided by the bank as required by the Public Deposit Protection Act of 1975, 11-10.5-107 C.R.S. as amended. The peak daily ledger balance for the aggregated accounts is not expected to exceed \$55,000,000. The peak monthly average collected balance of the aggregated accounts is approximately \$2,200,000.

OPERATING ACCOUNTS: Under an arrangement with the Colorado State Treasurer (hereinafter referred to as "Treasurer"), receipts of the University are deposited to a clearing account under the control of the Treasurer. The Treasurer wires monies to cover University disbursements. Bank accounts for the University are established only by the University Vice President for Administration as authorized by the University President and approved by the State Controller and the Treasurer. In no case are banks to establish University accounts without such approval. Authorized signatures for drawing on the accounts are approved by the President. Following is a description of the University's deposit account and the six other operating accounts. Indication of activity in all accounts is contained in the "Cash Management Service Pricing Form" (**EXHIBIT 1**).

Receipts Clearing Account—All deposits are made to this account except credit card transactions and Webcheck ACH payments, which are transferred from the Credit Card Account (see below). Deposits will include coin, currency, checks, wire transfers, Automated Clearing House (ACH) deposits, and letter of credit vouchers. The University does not MICR encode the amount of deposit items. The collected balance in this account must be wired to the Treasurer daily. The University must be notified of all deposits to this account. As of June 30 each year, the bank account must be at a zero balance.

Credit Card Account—Credit card transactions and daily ACH batches are deposited to the credit card account, and then transferred to the Receipts Clearing Account when settled.

Master Imprest Account—Funds are wired from the State Treasurer on a daily basis to cover disbursements (see Controlled Disbursement account) and maintain an appropriate compensating balance. All disbursements by wire are made from this account.

Controlled Disbursement Account— Operating disbursements are made from three accounts, one each for accounts payable, payroll, and student refunds by check, ACH transactions, and EFT transactions. The bank "sweeps" funds from the Master Imprest Account to clear these accounts on a daily basis. Each of these are a Zero Balance Account.

Cashiers Checking Account—This accounts acts as a "petty cash" fund for immediate need and short-term transactions.

The University Cashier's Office (hereinafter referred to as "Cashiers"), under the Associate Vice President of Finance, is responsible for the majority of deposit activity, however, certain University departments, due to the nature of their activity, are authorized to deliver receipts directly to the bank by armored car, after 3:00 p.m., for the following day's business. The bank must verify the deposits and return a validated deposit receipt to the Cashiers Office at Carter Hall. The bank must report any differences to the Cashiers.

The University contracts with an armored car service for pick up and delivery between campus locations and the bank. Timely service is critical to the University offices involved. Transactions carried by the armored car service currently consist of:

- Delivery from Carter Hall to Bank
- Delivery from Bear Logic, UC Business Office, and UC Dining Services to Bank
- Change order trips to residence halls, the University Center, and the Cashier's Office

On a daily basis, Parking Services delivers coins, via courier, from parking meters and permit dispensers in locked bags directly to the bank. The bank counts the money and prepares a check payable to UNC. The check is then delivered to the UNC Cashier's Office for deposit.

The University occasionally receives foreign exchange items, primarily Canadian, and other items to be presented for collection. These items are deposited in the Cashier's checking account until collected by the bank.

Returned check items must not be charged to the Receipts Clearing account. Instead, returned items are charged to the Cashier's checking account. Currently, the returned checks are collected through the University's internal collections.

ACCOUNT STATEMENTS: For each account, the bank must provide regular monthly bank statements showing balance forward, total debits, total credits, and ending balance. Each debit and credit item will be listed separately. Statements will be as of the last business day of each month and made available through secure internet access within eight business days after the end of the month. The bank must also provide an ARP (Account Reconciliation Plan) statement for the Master Imprest account and all Controlled Disbursement accounts to be delivered within eight business days after the end of the month.

PAID ITEMS INFORMATION FILE: For the disbursement account, the bank must provide a file containing the month's paid items in a format compatible with the University's financial system that can be retrieved through secure internet access.

ISSUED ITEMS INFORMATION: For the disbursement accounts, the bank must provide secure internet access to submit files of issued checks for Image Positive Pay. An exception report will be available through secure internet access on a daily basis with the University having the ability to pay or reject items on the exception report.

ACCOUNT ANALYSIS: Statements analyzing the service costs and compensating balances will be provided for the receipts clearing and each of the other accounts each month. A combined analysis, excluding the receipts clearing account, will also be provided. The combined analysis will reflect the total banking cost for the month and the cumulative excess or deficit compensation to the bank from the date of contract forward. The analysis will be provided to the University no later than the tenth (10th) business day of the month unless there are unusual circumstances that require a later date that is acceptable to the University.

BALANCE MAINTENANCE: The University will attempt each month to maintain an average daily collected balance aggregated over all accounts sufficient to compensate the bank for cost of services provided for that month. In the event that there are excess or deficit compensating balances in a given month, they will be carried forward to the next month's business. The University will attempt to correct for the prior month's difference as

quickly as possible. The University maintains the right to apply any excess compensation incurred at any time during the contract period to compensating the bank at any later point in time. Excess or deficit compensation to the bank will be settled every six (6) months on December 31, and June 30. Reserve Requirement Rate must be included on the "Cash Management Service Pricing Form" (EXHIBIT 1).

EARNINGS ALLOWANCE: The earnings allowance for a given month will be based on an average of U.S. Treasury bill "coupon equivalent rates" obtained at all of the thirteen (13) week Treasury Bill auctions within a three (3) month averaging period that end with the month immediately preceding the given month for which the earnings allowance is being computed. All earnings credits will be calculated on a 365-day year for purposes of account analysis, using the final "coupon equivalent rate" average. Details supporting the calculation of the earnings allowance rate will be provided to the University. The earnings allowance rate will be applied to both positive and negative collected balances.

FUNDS AVAILABILITY: Prompt clearing of deposits is an integral part of the banking services provided to the University. Since the University has no way of ascertaining the reliability of promised clearing times, each bank submitting a proposal will provide a description of the actual mechanism it will use to provide evidence to the University that the quoted availability schedule is being realized. The University will retain the right to independently audit the actual clearing times as provided by the bank.

SERVICE CHARGES: The monthly analysis will cost all services provided by the bank using the item service charges submitted by the bank on the "Cash Management Service Pricing Form" (EXHIBIT 1) contained in this invitation.

FDIC INSURANCE: The University will NOT pay a premium for FDIC insurance given the collateralization requirements in the State.

ON-LINE ACCESS: Access to University bank accounts via secure Internet connection for account review and/or transaction generation is required. The means for this access must be described and any fees disclosed on the "Cash Management Service Pricing Form" (EXHIBIT 1).

Describe the services you provide for on-line banking. This would be for general user and account administration self service. The means for this access must be described and any fees disclosed.

B. MERCHANT CARD PROCESSING REQUIREMENTS

The University currently accepts Master Card, Visa, and Discover credit cards, as well as debit cards with PIN verification for payment of tuition and fees, supplies, services, tickets, etc... In total 23 machines are being used campus wide, mostly comprised of Hypercom T7P and Tranz 380 credit card terminals. There are also about 13 pin pads used in conjunction with these machines. The bank must be able to support the continuation of these services.

Monthly statements must be provided directly to Financial Services. The statements must provide sufficient detail to allow for allocation of charges to internal University accounts. Payment of charges will be made by check. Merchant card processing fees must be submitted on a Merchant card fees pricing form based on information in Exhibit 2.

C. CAMPUS ONE CARD FINANCIAL SERVICES REQUIREMENTS:

The bank must provide account numbers and routing number information for student accounts so university can input into the system for direct deposit. Bank must also provide closed account reports and work closely with card office to ensure accounts are kept up to date with any changes. All banking supplies including checks, deposit tickets and locking bags charged through account analysis at cost.

PURPOSE: The University of Northern Colorado invites proposals from qualified vendors to provide financial services connected to the UNC CARD. The intent of this proposal is to secure a vendor who can perform the following:

- Financial processing for the UNC CARD program where as the UNC CARD serves as the card link to a demand deposit account for ATM and pin based debit processing.

- Proposer(s) should be able to provide the University with solutions to checking deposits and withdrawals, statement preparation, ATM transactions, debit card transactions, web account access, and bank by phone transactions.
- Proposers(s) should be able to consider future enhancements to include a national link (ie: MasterCard, Visa) utilizing the UNC CARD as the vehicle to access the account.
- Proposer must be able to place at minimum of two ATM's on campus at university approved locations, at proposers expense.

EXTENT: Proposer(s) should note that because UNC is consulted by other universities due to it's expertise in the card industry other opportunities may result from securing the University's business. With the written permission of the university of Northern Colorado and the successful Proposer, any State, Federal or Governmental Agency or any community College System may use this Request for Proposal to satisfy procurement requirements for competitive business (subject to various State, Federal, Governmental or Community College individual requirements), should the entity deem it advantageous to do so. However, the University shall reject any proposal that requires the participation of University of Northern Colorado in connection with another university or community college as a condition of proposal.

OVERVIEW: The successful proposer shall provide choice services meeting the following University needs. Services include but are not limited to the following:

1. Processing the UNC CARD as an ATM card, which will allow broad access to an ATM network internationally.
2. Access to a checking account to include free deposits, free check writing capability (maximum may be set), free ATM withdrawals (maximum may be set) and deposits (unless a foreign ATM transaction).
3. Ability to link the UNC Card to the demand deposit account while maintaining the same ISO/PAN number currently connected to each student.
4. Ability to use Customer Selected PIN numbers either via tower verification or PIN encoding.
5. Ability to link the UNC CARD to interface to a demand deposit account whereas the UNC CARD would serve as a pin based debit card via a nationally accepted network, for example: Interlink, Star, Mac, etc.
6. The University will ask the proposer to include a marketing budget to assist in the education of this financial opportunity to the entire University community.
7. Any new or needed equipment to move into a new financial relationship; i.e.: pin offset encoding, embossing if needed, all recarding expenses including card stock, ribbon, man hours.
8. Any needed programming changes to convert to the new financial relationship would be paid for by the proposer.
9. Direct deposit servicing for financial aid net proceeds and student employee payroll.

CURRENT UNC CARD PROGRAM: The following UNC Campus card Program (UNC CARD) services are currently available for cardholders. The University currently provides funding and operational management of these services.

1. A campus wide digitized photo identification card permitting controlled access to University programs, e.g. library, intramural sports activities, athletic events, recreation center, etc.
2. A dining access card providing access to dining halls throughout campus.
3. A campus wide security access card for entrance into specific Residence Halls, buildings, smart classrooms.

4. A long distance calling card permitting the cardholder to access a multitude of unique communication services through a toll free 800 number. Services include long distance calling at a reduced billable rate, and excellent international rates.
5. Current bank relationship with direct deposit of financial aid and payroll with UNC Card being used as ATM and pin-based debit card.

DEFINITIONS:

ABA Magnetic Stripe: The standards set by the American Banker Association for encoding magnetic stripes.

ACH: Automated Clearing House settlement for electronic transactions.

Agreement/Contract: Interchangeable terms used in the RFP. A bilateral agreement signed by a representative of the vendor and the University, which incorporates the terms, specifications and conditions listed in this Request for Proposal and the successful proposer's proposal.

ATM: Automatic Teller Machine.

CardHolder/User: Interchangeable terms used in the RFP. Can be a faculty, staff, student or other person (s) as deemed appropriate by the University.

Contractor: The proposer who submits the successful proposal and enters into a contract with the University based on that proposal.

DDA: Demand Deposit Account

Electronic Purse/E-purse: An off-line system of payment where the dollar value is prepaid and stored electronically on a card in either a Chip Card platform or a Junk Stripe platform.

High Coercivity Magnetic Stripe: Refers to the strength of the magnetic force required to de-encode the stored data from the stripe.

Magnetic Stripe: Commonly called the mag stripe or ABA stripe, this refers to the dark stripe on the back of a credit, debit, or ID Card. The magnetic tape, itself, is a storage medium used to encode a small number of characters that, when swiped through a reader, identifies the card and initiates transactions.

One-Card: The concept of incorporating multiple applications and functionality into a single card. Pioneered in the campus arena, it often involves the student ID serving as a financial institution and, long distance calling card, stored value card, mealplan, library card, access card, etc...

Open Architecture: The construction of a card program with the ability to make changes to specific areas of the program without rebuilding the entire program.

POS: Point of Sale for electronic transactions.

Proposer: Any company registered to do business in the State of Colorado who submits a formal response to this proposal.

Purchaser: The University of Northern Colorado, hereinafter called the University.

RFP: Request for Proposal.

Secured Internet Transactions: The goal of secured Internet transactions is to allow data to be sent and received via the Internet in a manner that protects the data, eliminating the potential for unauthorized access. Data privacy of particular concern to the mass market includes credit card members, financial transactions, and personal information. Smart card technology is at the heart of many of the emerging products, serving as the key to originate, encrypt, and decrypt data streams.

Smart Card/Chip Card: A card with an embedded computer chip in the surface that allows for storage and processing capabilities within the card itself with increased levels of security over magstripe technology.

UNC CARD: The University of Northern Colorado One Card Program.

University: The University of Northern Colorado.

Vendor: The firm or individual that is selected as the recipient of the award.

GENERAL: The University of Northern Colorado desires to obtain services to support its state-of-the-art, multi-purpose digitized photo identification card referred to as the UNC CARD. It is the intent of the University to continue direct deposit for Student Employee Payroll and Financial Aid Distribution. Students have direct need for a full service bank account where these funds can be deposited via electronic methods. Students must have free access to these accounts via ATM, Checks, and POS. The University will work closely with the Financial Provider to consider other services to offer to the student base. At a minimum, two ATM's must be placed on campus in locations deemed appropriate by the university. An on-campus branch facility must also be included. It is expected that all financial liability will be assumed by the financial institution, and the lease for the branch location will be covered separately in negotiation with the University Center.

SPECIFIC: The responses to the RFP must include, but not be limited to the capability of the Proposer to handle the ability to provide the university with a solid financial product for our student base. The University must be able to handle lost/stolen cards on an immediate basis, submit address changes, and work closely with the bank to provide account information to students.

All responses should include an "overview statement" summarizing the Proposer's philosophies about the partnership. Please make a general statement about your conception of the UNC CARD program given the services you are proposing and the role your organization wishes to play. The following questions/comments should be considered in responding to the RFP.

1. What role(s) would your organization wish to play in the UNC CARD Program (i.e.: development of new services and offerings, regional/national deployment of products, and models.)
2. How would your organization support the UNC CARD Office as it manages preparation of material for marketing and informational purposes, training, interviews and ongoing tours?
3. The University plans to continue controlling all aspects of the design, development and issuance of its UNC CARD. Should the University decide to implement "computerized chip" technology, the card will continue to have a standard ABA magnetic stripe to access financial databases, but is your organization pursuing chip technology for future use using the new ISO carding standards?
4. With total direct deposit for Student Employee Payroll and Financial Aid Disbursement, the financial institution will be reaping large float dollars on average, daily balances. Describe your financial support to the UNC Card Program, i.e.: percentage of merchant processing fees, card stock support, per account donations, rent, ATM rent, etc.
5. Describe the financial and manning support your organization would provide in the event of a need to recard the entire campus.
6. Describe the direct financial support for the UNC Card Program including but not limited to promotional materials, number of accounts, penetration rate, etc...
7. Describe your marketing strategies for promoting card usage to students, faculty/staff, and participating merchants, and the direct financial marketing support you could provide.
8. Describe other unique or creative services your organization will provide as enhancements to the UNC CARD Program.
9. Describe other unique or creative services your organization will provide as enhancements to the UNC CARD Program in the Future.

10. Describe your plans for an on-campus customer service or branch facility.
11. Describe your plans for placement of ATM's on campus – what services will the ATM's provide?

EQUIPMENT SECTION: The University currently has POS hardware located in some sales, administrative and service areas. MasterCard, Visa, Discover are currently sharing the same credit card readers. All proposers should be aware that necessary changes, (i.e. data lines, software or equipment) shall be borne by the proposer. This section of the RFP is only for the UNC CARD Program's relationship. The section on credit card processing is outlined in Section

Financial proposer will place at least two ATM machines on premise of the campus. Location will be determined by the University. All costs associated with the ATM will be borne by the financial provider. ATM placement will be first right of refusal.

1. **Card Definition:** The University's UNC CARD office uses state-of-the-art hardware and software called IDMS and supported by Vision Database Systems. The cards are linked to other areas of campus via Cbord and using the ISO number on the card. Card production is provided under the guidance of the UNC CARD Office for affiliates, i.e.: faculty, staff and students. UNC CARDS are to be produced only for eligible UNC Students, faculty, staff and other deemed appropriate by the University.

2. **Card Format:** The University is currently reviewing all aspects of its current card format. Thus, changes may be made to the format at any time. The University may move into Smart Card (chip card) technology or proximity technology at some time in the future.

3. **Account/Name/Photo Section:** The account number, name and communication number are fixed values pulled from the card production system. This information is digitized and printed on the UNC CARD at creation time. The account number will be either a 15 or 16 digit ISO number assigned by the UNC CARD office, unique to each card. The cardholder name is printed on one line with last name first. The length of the name can contain as many characters as necessary. This is digitized into the high-coercivity ABA magnetic stripe.

4. **Primary Mag Stripe Section:** The upper back half of the UNC CARD has an ABA high-coercivity magnetic stripe encoded at card creation time. Data for encoding on track 1 and track 2 comes from the IDMS software and meets all ABA encoding specifications for financial transaction processing at ATM's and POS' s.

CONVERSION:

1. The contractor shall provide all the necessary equipment; supplies and technical assistance to set up and maintain the Universities student's accounts (i.e., clerical staff, materials, reconciliation reports, mag tape files and programming requirements).

2. Contractor shall provide access for a cardholder maintenance through the UNC CARD Office including daily signed direct deposit authorization forms and daily closed account reports.

3. Contractor shall be responsible for all activity regarding the shifting of UNC's ISO number from one financial processor to another. Contractor shall make available all necessary information to ensure a timely conversion. The same cooperation and assistance shall be required if a new proposer is awarded a new contract at the end of the contract periods, or any other agreed upon time of expiration.

4. The contractor shall provide operational manuals if needed and initial training for UNC CARD Office personnel.

ACCOUNT ACTIVITY: Account activity in this section relates only to the processing from the ABA stripe. As noted in previous language (referring to the account holder's access to funds from financial aid awards) due to federal regulations, the University is not permitted to charge students to retrieve their financial aid funds. Therefore, it is a necessity that account holders receiving financial aid funds through the electronic funds transfer (EFT) be permitted unlimited access to over-the-counter transactions at no fee or, at a minimum of five (5) transactions per month. The University also desires that account holders be provided check-cashing availability or describe your option. Additionally, all deposits made by 2:00 p.m. on a business day at the financial institution or ATM will be expected to be available by the next business day under normal circumstances.

1. When the ABA stripe is used for payment of goods or services occurring either on or off campus, the contractor shall market the UNC CARD in order to provide the service base needed by the student, faculty and staff population. The University would like to see what resources (including people) your organization envisions necessary to accomplish this. What kind of financial contribution will be made? What current impact does your organization have on the merchant base in the city of Greeley and /or other locations?
2. The contractor shall assume all liability for debit and ATM transactions.
3. The UNC CARD Advisory Group may recommend that UNC have a default parameter used when POS authorizations are approved.
4. ATM activity shall be considered as any transaction where a cardholder may withdraw cash from an Automated Teller Machine (ATM). Specify the proposed number of ATM's to be located on campus. The number of ATM's proposed shall be reviewed by UNC for location, student accessibility and ADA requirements.
5. Provide the name (s) of local, national and worldwide ATM networks and specify the number of ATM's per network.
6. All ATM withdrawals must be with authorization only.
7. On-campus ATM's must be no fee withdrawals for cardholders, and on campus branch operations shall provide no cost withdrawals (for account holders).
8. The University has no liability for fraudulent use or overdrafts occurring due to ATM transactions or check writing or POS transactions.
9. The contractor must provide for the control and movement of funds as necessary in the settlement process. All Automated ClearingHouse entries will contain descriptive entries identifying specific merchants on Direct Deposit Account statements. The contractor must have the ability to electronically move funds into the student or employee bank accounts.
10. A 1-800 number must be available to support lost and stolen reporting of cards. Support staff must be available 24 hours a day, seven days a week. Liability regarding lost/stolen cards is between the merchant, cardholder, and the Proposer. The University will have no liability for fraudulent use.

HORIZONS

1. Submit any items that may favorably impact the current operating environment of the UNC CARD.
2. Submit how your organization would envision the incorporation of the new technology in relation to the university setting, will work with technological changes, i.e.: KIOSKS, home banking, Internet payments, what other services do you anticipate offering.
3. Submit your organization's vision of what the future of card programs are and how your financial institution plans to solicit those relationships.

LEADING EDGE SUPPORT

Because the UNC CARD program is recognized as a leader in the industry, what type of marketing and servicing would your organization propose to compensate the University for its nationwide recognition as well as in providing support to continue its leadership role?

D. AR TOUCHNET - INTERNET-BASED TRANSACTIONS REQUIREMENTS

The University accepts online credit card and electronic check payments through TouchNet, the University's online payment gateway provider. There are currently 11 different University departments that accept online credit card payments; each has been assigned their own individual merchant ID. There were \$15,289,636.02 worth of transactions processed online with credit cards in the last twelve months. The University's current credit card processor is FDMS/Wells Fargo and the servicing network is Nashville.

The electronic checks (Webchecks) are batched and transferred to the bank daily, via ACH. The bank notifies the University of rejected ACH items. Compliance with the NACHE agreement is required. Include general pricing information.

**E. MISCELLANEOUS
MISCELLANEOUS SERVICE REQUIREMENTS**

COIN AND CURRENCY: The Cashiers Office and other departments on campus have reoccurring needs for coin and currency Notice is given to the bank several days in advance for large change orders. The coin and currency are delivered to the University based on the schedule established with the armored car service. Coin and currency orders are paid for by a check drawn on the cashier's account or by coin and currency maintained at various department locations.

BANKING SUPPLIES: The University will obtain all checks and deposit slips from the most cost effective vendor. Pricing for bank-supplied items should be included with service pricing. The University uses 8 ½ x 11, three-section, single page feed check stock and laser printing.

ENHANCEMENTS

SUGGESTIONS: A bank in responding to this invitation will be required to submit a proposal to provide a specific set of services. In addition, a bank may provide suggestions and a proposal to provide additional services or may outline additional service capabilities, which make it a particularly desirable depository for the University. Suggestions for improvement in the way the University conducts its receipt and disbursement operations are welcome given the constraints of a State institution. Practical suggestions will be considered in the placement of the accounts.

**Section VI
Evaluation Criteria**

PROPOSAL EVALUATION FOR FINANCIAL PROVIDOR

The following evaluation criteria will be used by the selection committee in the evaluation of the responses to the RFP.

1. Cost to the University (ongoing university account services)
2. Ability to provide all services required including cash management, merchant processing and financial link for UNC Card
3. Ability and price associated with ACH handling
4. Ability and price associated with merchant processing
5. Ability to have on campus location for branch and ATM's
6. Financial and marketing support to the UNC Card Program
7. Cost to UNC Cardholder, product line, and benefits
8. Completeness and clarity of responses to all areas

Proposed award shall be made to the responsive proposer whose response is determined to be the most advantageous to the University. The University reserves the right to enter into a contract for all or none based on the response of a proposer for the RFP or to reject all proposals.

MANDATORY PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on September 20, 2007. The conference will be held at the University of Northern Colorado, University Center in Greeley, Colorado. RSVP on or before September 14, 2007. Contact Vickki Klingman at 970-351-2288 or by e-mail: Virginia.klingman@unco.edu to RSVP and get more details.

Exhibit 2
UNIVERSITY of
NORTHERN COLORADO



Office of the University Counsel

State of Colorado
University of Northern Colorado
Financial Services
Contract Routing Number GKA09-0002(010R1)
UNC-RFP-07-08

Sample Option to Exercise Renewal

State Fiscal Year: 2008/2009

Wells Fargo WELLS FARGO MERCHANT SERVICES, LLC
WELLS FARGO BANK WEST, N.A.
2164 35th Avenue
Greeley, CO 80634

SUBJ: Option to Exercise Renewal of Contract Routing No. GKA09-0002
For Banking and Merchant Card Services/Grant
Expires 6/30/13, renewable annually for five additional 1-year terms

Pursuant to UNC-RFP-07-08 and in accordance with Paragraphs 2, 21, 22, 23 and 24 of contract routing number GKA09-0002 between the State of Colorado acting by and on behalf of the Board of Trustees of the University of Northern Colorado (University or State) and Wells Fargo WELLS FARGO MERCHANT SERVICES, LLC, a California limited liability company, also known as WELLS FARGO BANK WEST, N.A. (Contractor), the University hereby exercises the option to renew for an additional term for the use of Contractor's banking and merchant card services at a cost/price specified in the original contract. The contract value remains the same/increased to \$___ to satisfy services/goods ordered under the contract for FY08-09 (from July 1, 2009 through June 30, 2010). The contract is modified accordingly. Funds have been encumbered in Fund No. 10000. The total contract value to include all previous amendments, option letters, etc. is \$_____.

Pursuant to Contractor's grant provisions, it shall: _
Contractor is requested to direct its insurance company to forward a current Certification of Liability Insurance to the Purchasing Director, UNC, Carter Hall 1002, 501 20th Street, Greeley, CO 80639 showing a current evidence of insurance policy in place for this fiscal year.

Effective July 1, 2008

State of Colorado:
Bill Ritter, Jr., Governor
Acting by and on behalf of the Board of Trustees of
The University of Northern Colorado

Financial Services

By: _____
Randal L. Haack Date
Senior Vice President for Finance and Administration

By: _____
Michelle F. Quinn Date
Associate Vice President

UNC Card Office
By: _____
Cindy Vetter, Director Date

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires that the State Controller approve all state contracts. This contract renewal is not valid until the State Controller, or such assistant as he may delegate, has signed it. Contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

David McDermott, State Controller

By: _____
Michelle F. Quinn, State Controller Designee Date

Exhibit 3
UNIVERSITY of
NORTHERN COLORADO

Office of the University Counsel

State of Colorado
University of Northern Colorado
Financial Services
Contract Routing No. GKA09-0002(09C_)
UNC-RFP-07-08

SAMPLE BILATERAL CHANGE ORDER LETTER No. 09C_

State Fiscal Year 2008-09

In accordance with Paragraphs 3, 18, 21 and 23 of contract routing number GKA09-0002 between the State of Colorado acting by and on behalf of the Board of Trustees of the University of Northern Colorado (State or University), and y and on behalf of the Board of Trustees of the University of Northern Colorado (University or State) and Wells Fargo WELLS FARGO MERCHANT SERVICES, LLC, a California limited liability company, also known as WELLS FARGO BANK WEST, N.A. (Contractor) covering the original term of July 1, 2008 through June 30, 2009, the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Services/Supplies: Exhibit __, (identify) _____, is amended by adding/deleting _____ and _____.

Price/Cost: The cost increase payable by the University for increased services/goods identified in the attached _____ is \$ _____. This change to costs and/or services under this contract is intended to be effective as of _____, 200____, or upon approval by the State Controller, whichever is later.

No Cost Change: The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to price, cost ceiling, delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost and schedule, whether based on costs or changed work or direct or indirect impacts on unchanged work.

Please sign, date, and return all copies of this letter on or before _____ 200__.

Contractor Name:
Wells Fargo WELLS FARGO MERCHANT SERVICES, LLC, a California limited liability company, aka WELLS FARGO BANK WEST, N.A.

State of Colorado:
Bill Ritter, Jr., Governor
Acting by and on behalf of the Board of Trustees of The University of Northern Colorado

By: [Signature] Date 6/25/08

By: _____ Date _____

Title: Vice President

Randal L. Haack
Senior Vice President
Finance and Administration

ATTEST/SEAL

Financial Services

By: _____
Corporate Secretary/Equivalent

By: _____
Michelle F. Quinn, Associate Vice President Date _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER
CRS §24-30-202 requires that the State Controller approve all state contracts. This contract change order is not valid until the State Controller, or such assistant as he may delegate, has signed it. Contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

David McDermott, State Controller
By: _____
Michelle F. Quinn, State Controller Designee Date _____

EXHIBIT 4

UNIVERSITY MARKS

OFFICIAL UNC PRIMARY LOGO

UNIVERSITY *of*
NORTHERN COLORADO



OFFICIAL UNC SECONDARY LOGO



OFFICIAL UNC PRIMARY ATHLETICS LOGO



OFFICIAL UNC SECONDARY ATHLETICS LOGO



EXHIBIT 5

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name
UNIVERSITY OF NORTHERN COLORADO

Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other **Government** Exempt from backup withholding

Address (number, street, and apt. or suite no.)
501 20TH STREET

City, state, and ZIP code
GREELEY, CO 80639

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
8	4	6	0	0	0	5	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person **Michelle Juan Quinn** Date **1/30/2002**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (20% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

VENDOR SIGNATURE FORM

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID RESPONSE

BID/RFP INVITATION NO: UNC

Bid Solicitation will indicate whether this is a Sealed or Fax Bid

BID RECEIPT:

SEALED BIDS -- Bid to be submitted in sealed envelope bearing the NAME AND ADDRESS OF THE BIDDER, THE DATE AND HOUR OF OPENING, AND INVITATION NUMBER ON THE FACE OF THE ENVELOPE.

Bid must be received on or before the indicated due date and time in the:

UNC Purchasing Office
Carter Hall -- Room 1002
Greeley, CO 80639

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the bid thoroughly before submitting a bid.

FAX BIDS -- Fax Number will vary depending on Buyer submitting Documented Quote. Please refer to Solicitation for number to fax your response.

ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Per the attached specifications, terms and conditions

Vendor is required to submit Federal Employer Identification Number (F.E.I.N.) prior to payment of Purchase Order.

F.E.I.N. 68-0338392

DELIVERY DATE 10/19/07 TERMS _____

COMPLETE COMPANY NAME Wells Fargo Bank, N.A. State CO
(Include INC., DBA, LLC, LLP, Sole Proprietorship or any other ownership) (State of organization)

ADDRESS 2164 35th Ave.

CITY/STATE/ZIP Greeley, CO 80634

PHONE 970-336-6222 FAX 970-330-1004 EMAIL William.B.Kurtz@wellsfargo.com

NAME OF AUTHORIZED SIGNATOR Bill Kurtz
(Individual with authority to enter into and execute agreements/contracts/assignments/or any other legal document on behalf of company; include name/title/address/phone if different from above)

SIGNATURE (of Vendor's representative) *William B Kurtz*

TYPED/PRINTED NAME WILLIAM B. KURTZ TITLE C.B. PRESIDENT

ADDRESS 2164 35th AVENUE

CITY/STATE/ZIP Greeley, Co 80634

PHONE 970-336-6222 FAX 970-330-1004 EMAIL WILLIAM.B.KURTZ@WELLSFARGO.COM

VENDOR SIGNATURE FORM

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID RESPONSE

BID/RFP INVITATION NO: UNC

Bid Solicitation will indicate whether this is a Sealed or Fax Bid

BID RECEIPT:

SEALED BIDS -- Bid to be submitted in sealed envelope bearing the NAME AND ADDRESS OF THE BIDDER, THE DATE AND HOUR OF OPENING, AND INVITATION NUMBER ON THE FACE OF THE ENVELOPE.

Bid must be received on or before the indicated due date and time in the:

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Carter Hall -- Room 1002
Greeley, CO 80639

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F.E.I.N. 68-0338392

DELIVERY DATE 10/19/07 TERMS _____

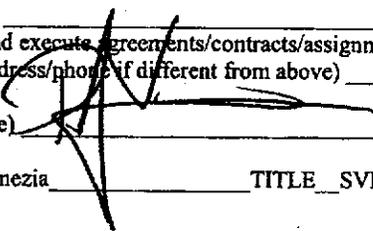
COMPLETE COMPANY NAME Wells Fargo Merchant Services, LLC State CA
(Include INC., DBA, LLC, LLP, Sole Proprietorship or any other ownership) (State of organization)

ADDRESS 1200 Montego Way

CITY/STATE/ZIP Walnut Creek, CA 94598

PHONE _____ FAX _____ EMAIL _____

NAME OF AUTHORIZED SIGNATOR _____
(Individual with authority to enter into and execute agreements/contracts/assignments/or any other legal document on behalf of company; include name/title/address/phone if different from above)

SIGNATURE (of Vendor's representative) 

TYPED/PRINTED NAME Joseph Venezia TITLE SVP

ADDRESS 1200 Montego Way

CITY/STATE/ZIP Walnut Creek, CA 9458

PHONE 925-746-7484 FAX _____ EMAIL Joseph.Venezia@FirstData.com
10/23/03

December 3, 2007

Ms. Vickki Klingman, C.P.M.
Purchasing Director
University of Northern Colorado
Carter Hall 1002
Greeley, CO 80639

✓ RE: RFP #UNC-07-08 Best and Final Offer

Dear Ms. Klingman:

Wells Fargo is honored to be selected as a finalist to be the financial services provider for the University of Northern Colorado. We are pleased to submit our best and final offer to the University of Northern Colorado for the above-referenced RFP. UNC will continue to receive exceptional service and product expertise in all three areas of the financial services proposal.

When preparing the original response to the RFP, Wells Fargo's approach was to identify at the outset the most beneficial product set and revenue opportunities available to UNC. Although much of Wells Fargo's proposal remains the same, in view of our strong desire to maintain our valuable relationship with UNC, Wells Fargo proposes the following:

- ½ Off Terminals/PIN Pads: (pg. 35 of RFP Response) Wells Fargo will reduce the price of the Verifone Vx570 from \$599 to \$299 per terminal and the Verifone 1000SE from \$144 to \$72 per PIN Pad.
- One Additional ATM: (pg. 81 of RFP Response) Wells Fargo proposes an additional ATM to be located at or near the Butler-Hancock Hall or other location at UNC's discretion to provide even greater convenience to UNC students, faculty, and staff.
- Earlier Presentment Time for Controlled Disbursement: (pg. 7 of RFP Response) Wells Fargo recommends our Van Wert, Ohio site. There are two presentments on this site at 6:30 a.m. and 7:45 a.m. This would allow UNC a daily presentment total by 8:00 a.m. as compared with UNC's current presentment totals from Grand Junction being available at 6:30 a.m. and 10:30 a.m. Although this would require repapering the account, Wells Fargo Bank would waive the initial set-up costs and pay for the initial order of check stock. After this initial order of check stock, additional orders of

Banking Supplies (pg. 13 of RFP Response) would be charged through account analysis.

Wells Fargo has had a history of success with the University of Northern Colorado that we wish to continue. Thank you again for considering Wells Fargo to continue to provide financial services to the University. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Kurtz".

Bill Kurtz
Community Bank President

Exhibit A

Cash Management Service Pricing Form

Instructions:

- Provide the per item cost and / or monthly charge for the "sample month" activity
- Provide this information in the attached spreadsheet and return in electronic format.

Type of Service	Sample Month Activity	Per Item Cost	Monthly Charge	Annual Volume *
BALANCE & COMPENSATION INFORMATION				
BALANCE INQUIRY CUSTOMER SERV-ITEM	1			1
FDIC ASSESSMENT QUARTERLY/THOUSAND	1,205			14,458
DAILY USE OF UNCOLL FUNDS-CUST LVL	16			186
GENERAL ACCOUNT SERVICES				
DEPOSIT INQUIRY CUST SERVICE-ITEM	1			7
ACCOUNT MAINTENANCE W/ CHK RETURN	3			30
ACCOUNT MAINTENANCE-CHEXSTOR	15			176
CREDITS POSTED	89			1,060
CLIENT ANALYSIS INVOICE	1			1
COURIER - MESSENGER SERVICE CHARGE	306			3,664
CONT DISB CREDITS POSTED-CO	80			950
DEPOSITORY SERVICES				
DEPOSITED CHECKS - ON US	889			10,657
DEPOSITED CHECKS - BANK AFFILIATES	73			868
DEPOSITED CHECKS - LOCAL	215			2,576
DEPOSITED CHECKS - LOCAL CLEARING	325			3,892
DEPOSITED CHECKS - REGIONAL	1,450			17,396
DEPOSITED CHECKS - TRANSIT	754			9,048
DEPOSITED CHECKS CASH VLT-LOCAL CLR	1			2
DEPOSITED CHECKS CASH VAULT-REGION	1			3
DEPOSITED CHECKS CASH VAULT-TRANSIT	1			1
CASH DEPOSITED >1M/\$1-BRANCH/STORE	97,015			1,164,168
RETURN ITEM - CHARGEBACK	24			279
RETURN ITEM SPECIAL INSTRUCTIONS	19			217
RETURN ITEM SPECIAL INST MTHLY BASE	1			12
RETURN ITEM REDEPOSITED	1			3
PAPER DISBURSEMENT SERVICES				
POSITIVE PAY EXCEPTION - ELECTRONIC IMAGE	1			7
POSITIVE PAY EXCEPTION CHECKS RETND	1			2
STOP PAYMENT - PC	8			85
STOP PAYMENT - OPERATOR ASSISTED	1			1
BANK IMAGE ONLINE IMAGE VIEWED-ITEM	11			123
ONLINE IMAGE VIEW > 90 DAYS - ITEM	1			1
POSITIVE PAY MONTHLY BASE	3			36
ELECTRONIC CONT DISB SUBSCRIPTION BASE	3			36
CHECKS RETURNED W/STATEMENT-ITEM	255			3,050
DDA CHECKS PAID	266			3,192
CHECK INQUIRY CUSTOMER SERVICE-ITEM	1			3
ELECTRONIC CONT DISB SUBSCRIPTION BASE	2			24
ELECTRONIC CONT DISB SUBSCRIPTION BASE	1			12
ELECTRONIC SEARCH	13			148
OVERDRAFT CHARGE-PAID ITEM	2			16
STOP PAYMENT	5			50
OFFICIAL BANK CHECK	16			183
CONT DISB ACCT MAINT W/ CHEXSTOR-CO	3			36
CONT DISB CHECKS PAID-CO	2,383			28,589
PAPER DISBURSEMENT RECON SERVICES				
ARP REGISTER INPUT ELECTRONIC - ITEM	35			411
ARP MONTHLY BASE - FULL	3			36
ARP MONTHLY BASE - PARTIAL	1			12
ARP FULL RECON - TRANSMISSION ITEM	1,770			21,239
ARP FULL RECON - TRANSMISSION ITEM	390			4,677
ARP FULL RECON - TRANSMISSION ITEM	177			2,121

ARP OUTPUT - TRANSMISSION	3	25
ARP OPTIONAL REPORTS	9	97
POSITIVE PAY EXCEPTIONS - ITEM	8	91
GENERAL ACH SERVICES		
ACH ORIGINATION NEW COMP ID-SET UP	1	2
ELECTRONIC CREDITS POSTED	871	10,448
ELECTRONIC DEBITS POSTED	110	1,316
ACH MONTHLY BASE	4	41
ACH TRANSIT ONE DAY	375	4,482
ACH TRANSIT TWO DAY	1,728	20,728
ACH ON-US ONE DAY	959	11,505
ACH ON-US TWO DAY	2,561	30,727
ACH ON-US SAME DAY	6	69
ACH ORIGINATED - ADDENDA REC	13	149
ACH RECEIVED ITEM	255	3,056
ACH RETURN ITEM - FAX ADVICE	12	142
ACH TRANSMISSION CHARGE	31	370
ACH FAX SERVICE	23	268
ACH SCHEDULED FILE SERVICE	3	30
ACH DELETE - ITEM	9	98
ACH EXCEPTION PROCESS-DUPLICAT FILE	2	13
ACH REVERSAL - ITEM	15	171
ACH SPECIAL INVESTIGATION	1	3
ACH CUSTOMER REPORTS	1	9
ACH BANK NOC - FAX ADVICE	3	27
ACH NOC - FAX ADVICE	3	29
WIRE & OTHER FUNDS TRANSFER SERVICE		
WIRE INVESTIGATION	1	3
WIRE IN DOMESTIC	4	45
WIRE TEMPLATE STORAGE MONTHLY BASE	4	48
WIRE OUT DOMESTIC-BRANCH	1	2
WIRE RISK	1	2
WIRE OUT DOMESTIC/DRAW - INTERNET	23	270
WIRE BOOK TRANSFER - INTERNET	21	245
WIRE OUT INTL USD - INTERNET	1	1
INFORMATION SERVICES		
IMAGE PC REQUEST-ELECTRONIC DELIVER	1	6
PHOTOCOPY CUSTOMER SERVICE - ITEM	1	3
ELECTRONIC CONT DISB SUBSCRIPTION - ITEM	2	13
ELECTRONIC INTRADAY SUBSCRIPTION MTHLYBASE	6	72
ELECTRONIC INTRADAY SUBSCRIPTION MTHLYBASE	1	12
ELECTRONIC PREV DAY SUBSCRIPTION MTHLYBASE	6	72
ELECTRONIC PREV DAY SUBSCRIPTION MTHLYBASE	1	12
ELECTRONIC PREV DAY SUBSCRIPTION MTHLYBASE	7	77
ELECTRONIC PREV DAY SUBSCRIPTION DETL ITEM	3,978	47,731
ELECTRONIC INTRADAY SUBSCRIPTION MTHLYBASE	7	84
ELECTRONIC INTRADAY SUBSCRIPTION - ITEM	1,284	15,401
ELECTRONIC WINDOW EXTENDED STOR 60	2,566	30,784
INTERNATIONAL SERVICES		
DEPOSITED CHECK FOREIGN	1	8

Please list additional charges for services needed by University to meet specifications for which bank expects compensation

* Note : The volume of services listed represents 12 months of service activity from the previous year with our current banking provider. There is no guarantee that the same volume of activity will occur in the future.

Exhibit B
Merchant Card Fees Historical Information and Pricing

All Cards		All Cards		All Cards		All Cards				
Sales	Credits	Net	All Cards	Sales	Credits	Net	All Cards			
Jul-07 Volume	\$883,074.32	\$6,945.44	Feb-07 Volume	\$1,678,353.84	\$3,059.68	\$1,675,294.16	Feb-07 Volume	\$1,678,353.84	\$3,059.68	\$1,675,294.16
Jun-07 Volume	\$1,427,781.05	\$11,567.91	Jan-07 Volume	\$8,382,810.15	\$21,389.46	\$8,361,420.69	Dec-06 Volume	\$700,406.54	\$20,540.23	\$679,866.31
May-07 Volume	\$1,597,495.20	\$12,078.71	Dec-06 Volume	\$700,406.54	\$20,540.23	\$679,866.31	Nov-06 Volume	\$1,087,777.59	\$22,747.79	\$1,065,029.80
Apr-07 Volume	\$787,923.62	\$3,117.80	Nov-06 Volume	\$784,805.82	\$2,747.79	\$782,058.03	Oct-06 Volume	\$1,171,500.98	\$19,446.86	\$1,152,054.12
Mar-07 Volume	\$859,101.70	\$2,167.09	Oct-06 Volume	\$956,934.61	\$3,059.68	\$953,874.93	Sep-06 Volume	\$8,513,163.26	\$25,234.41	\$8,487,928.85
Feb-07 Volume	\$1,678,353.84	\$3,059.68	Sep-06 Volume	\$1,675,294.16	\$8,382,810.15	\$8,361,420.69	Aug-06 Volume	\$2,974,943.83	\$10,587.78	\$2,964,356.05
Jan-07 Volume	\$8,382,810.15	\$21,389.46	Aug-06 Volume	\$8,361,420.69	\$21,389.46	\$8,340,031.23	Jul-06 Volume	\$1,171,500.98	\$19,446.86	\$1,152,054.12
Dec-06 Volume	\$700,406.54	\$20,540.23	Jul-06 Volume	\$679,866.31	\$22,747.79	\$657,118.52	Jun-06 Volume	\$1,288,980.80	\$17,665.82	\$1,271,314.98
Nov-06 Volume	\$1,087,777.59	\$22,747.79	Jun-06 Volume	\$1,065,029.80	\$19,446.86	\$1,045,582.94	May-06 Volume	\$1,700,660.61	\$16,362.52	\$1,684,298.09
Oct-06 Volume	\$1,171,500.98	\$19,446.86	May-06 Volume	\$1,162,064.12	\$17,665.82	\$1,144,398.30	Apr-06 Volume	\$775,499.61	\$5,385.88	\$770,113.73
Sep-06 Volume	\$8,513,163.26	\$25,234.41	Apr-06 Volume	\$8,487,928.85	\$29,798,572.85	\$8,458,136.07	Mar-06 Volume	\$849,802.66	\$4,444.95	\$845,357.71
Aug-06 Volume	\$2,974,943.83	\$10,587.78	Mar-06 Volume	\$2,964,356.05	\$10,587.78	\$2,953,768.27				
Jul-06 Volume	\$674,672.98	\$8,715.32		\$665,957.66	\$8,715.32	\$657,242.34				
Jun-06 Volume	\$1,288,980.80	\$17,665.82		\$1,271,314.98	\$17,665.82	\$1,253,649.16				
May-06 Volume	\$1,700,660.61	\$16,362.52		\$1,684,298.09	\$16,362.52	\$1,667,935.57				
Apr-06 Volume	\$775,499.61	\$5,385.88		\$770,113.73	\$5,385.88	\$764,727.85				
Mar-06 Volume	\$849,802.66	\$4,444.95		\$845,357.71	\$4,444.95	\$840,912.76				
	\$35,453,948.74	\$211,457.65		\$35,242,491.09	\$211,457.65	\$34,930,993.44				

All Cards		All Cards		All Cards		All Cards				
Sales	Credits	Net	All Cards	Sales	Credits	Net	All Cards			
Jul-07 Avg Tkt	\$157.41	\$121.85	Feb-07 Avg Tkt	\$130.94	\$89.99	\$131.05	Feb-07 Avg Tkt	\$130.94	\$89.99	\$131.05
Jun-07 Avg Tkt	\$235.34	\$167.65	Jan-07 Avg Tkt	\$678.88	\$648.17	\$678.96	Jan-07 Avg Tkt	\$678.88	\$648.17	\$678.96
May-07 Avg Tkt	\$174.97	\$268.42	Dec-06 Avg Tkt	\$84.10	\$733.58	\$81.91	Dec-06 Avg Tkt	\$84.10	\$733.58	\$81.91
Apr-07 Avg Tkt	\$63.16	\$100.57	Nov-06 Avg Tkt	\$91.67	\$484.00	\$90.11	Nov-06 Avg Tkt	\$91.67	\$484.00	\$90.11
Mar-07 Avg Tkt	\$81.86	\$83.35	Oct-06 Avg Tkt	\$91.76	\$303.86	\$90.69	Oct-06 Avg Tkt	\$91.76	\$303.86	\$90.69
Feb-07 Avg Tkt	\$130.94	\$89.99	Sep-06 Avg Tkt	\$587.28	\$336.46	\$588.58	Sep-06 Avg Tkt	\$587.28	\$336.46	\$588.58
Jan-07 Avg Tkt	\$678.88	\$648.17	Aug-06 Avg Tkt	\$309.63	\$153.45	\$310.76	Aug-06 Avg Tkt	\$309.63	\$153.45	\$310.76
Dec-06 Avg Tkt	\$84.10	\$733.58	Jul-06 Avg Tkt	\$126.39	\$136.18	\$126.27	Jul-06 Avg Tkt	\$126.39	\$136.18	\$126.27
Nov-06 Avg Tkt	\$91.67	\$484.00	Jun-06 Avg Tkt	\$215.69	\$166.66	\$216.58	Jun-06 Avg Tkt	\$215.69	\$166.66	\$216.58
Oct-06 Avg Tkt	\$91.76	\$303.86	May-06 Avg Tkt	\$237.75	\$202.01	\$238.16	May-06 Avg Tkt	\$237.75	\$202.01	\$238.16
Sep-06 Avg Tkt	\$587.28	\$336.46	Apr-06 Avg Tkt	\$75.47	\$122.41	\$75.27	Apr-06 Avg Tkt	\$75.47	\$122.41	\$75.27
Aug-06 Avg Tkt	\$309.63	\$153.45	Mar-06 Avg Tkt	\$88.45	\$40.04	\$89.01	Mar-06 Avg Tkt	\$88.45	\$40.04	\$89.01
Jul-06 Avg Tkt	\$126.39	\$136.18		\$2,718.01	\$3,416.81	\$2,717.35				
Jun-06 Avg Tkt	\$215.69	\$166.66								
May-06 Avg Tkt	\$237.75	\$202.01								
Apr-06 Avg Tkt	\$75.47	\$122.41								
Mar-06 Avg Tkt	\$88.45	\$40.04								
	\$3,430.75	\$4,158.65								

All Cards		All Cards		All Cards		All Cards				
Sales	Credits	Net	All Cards	Sales	Credits	Net	All Cards			
Jul-07 Item	5,610	5,563	Feb-07 Item	12,818	34	12,784	Feb-07 Item	12,818	34	12,784
Jun-07 Item	6,067	5,988	Jan-07 Item	12,348	33	12,315	Jan-07 Item	12,348	33	12,315
May-07 Item	9,130	9,086	Dec-06 Item	8,328	28	8,300	Dec-06 Item	8,328	28	8,300
Apr-07 Item	12,475	12,444	Nov-06 Item	11,866	47	11,819	Nov-06 Item	11,866	47	11,819
Mar-07 Item	11,716	11,690	Oct-06 Item	12,767	64	12,703	Oct-06 Item	12,767	64	12,703
Feb-07 Item	12,818	12,784	Sep-06 Item	14,496	75	14,421	Sep-06 Item	14,496	75	14,421
Jan-07 Item	12,348	12,315	Aug-06 Item	9,608	69	9,539	Aug-06 Item	9,608	69	9,539
Dec-06 Item	8,328	8,300	Jul-06 Item	5,338	64	5,274	Jul-06 Item	5,338	64	5,274
Nov-06 Item	11,866	11,819	Jun-06 Item	5,976	106	5,870	Jun-06 Item	5,976	106	5,870
Oct-06 Item	12,767	12,703	May-06 Item	7,153	81	7,072	May-06 Item	7,153	81	7,072
Sep-06 Item	14,496	14,421	Apr-06 Item	10,276	44	10,232	Apr-06 Item	10,276	44	10,232
Aug-06 Item	9,608	9,539	Mar-06 Item	9,608	111	9,497	Mar-06 Item	9,608	111	9,497
Jul-06 Item	5,338	5,274		120,582	756	119,826				
Jun-06 Item	5,976	5,870								
May-06 Item	7,153	7,072								
Apr-06 Item	10,276	10,232								
Mar-06 Item	9,608	9,497								
	165,580	164,696								

EXHIBIT C

BANK MARKS



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**Exhibit D
Debit Network Fee Schedule
Effective 04/01/08**

Applicable Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined).

Applicable Debit Network Interchange fees are passed through on completed PIN Debit transactions only. ¹

Network	Network Fees	Network	Network Fees
Accel® – All Other Merchant Types Interchange	.65% of gross transaction amount + \$0.12, capped at \$0.60	Credit Union 24 (CU24) QSR Interchange – (MCC's 5812, 5814)	1.25% of gross transaction amount + \$0.02, capped at \$0.30
Switch Fee	\$0.03	Switch Fee	\$0.025
Accel® – QSR Interchange (MCC 5814)	1.25% of gross transaction amount + \$0.03, capped at \$0.45	Credit Union 24 (CU24) Supermarket Interchange – (MCC's 5300, 5411)	\$0.165
Switch Fee	\$0.03	Switch Fee	\$0.025
Accel® – Supermarket Interchange (MCC's 5300, 5411)	\$0.22	Interlink® – Quasi Cash Interchange (MCC's 4829, 6051, 7995)	1.80% of gross transaction amount + \$0.10
Switch Fee	\$0.03	Switch Fee	\$0.035
AFFN Interchange – (All Other MCC's)	.55% of transaction amount (exclusive of cash back) + \$0.10, capped at \$0.50	International Service Assessment (ISA) Fee	.40% of gross transaction amount
Switch Fee	\$0.03	Interlink® – Retail Interchange	.75% of gross transaction amount + \$0.15 (NO CAP)
AFFN Interchange – Supermarket (MCC's 5300, 5411)	\$0.14	Switch Fee	\$0.035
Switch Fee	\$0.03	International Service Assessment (ISA) Fee	0.40% of gross transaction amount
AFFN Interchange – (MCC's 5310, 5499, 5541, 5542, 5912, 7511, 9399)	.50% of transaction amount (exclusive of cash back) + \$0.05, capped at \$0.35	Interlink® – Supermarket Interchange (MCC 5411)	\$0.25
Switch Fee	\$0.03	Switch Fee	\$0.035
Alaska Option® Interchange	\$0.19	International Service Assessment (ISA) Fee	.40% of gross transaction amount
Switch Fee	\$0.07	Maestro® - QSR Interchange (MCC's 5499, 5541, 5542, 5814, 7832)	.75% of transaction amount (exclusive of cash back) + \$0.15, capped at \$0.50
Credit Union 24 (CU24) – (All other MCC's) Interchange	.65% of gross transaction amount + \$0.03, capped at \$0.35	Switch Fee	\$0.025
Switch Fee	\$0.025	Cross-Border	.95% of gross transaction amount (NO CAP)
Credit Union 24 (CU24) Drug Store/Pharmacies Interchange – (MCC 5912)	.55% of gross transaction amount + \$0.04, capped at \$0.30	Maestro® - Retail Interchange	.75% of transaction amount (exclusive of cash back) + \$0.15, capped at \$0.50
Switch Fee	\$0.025	Switch Fee	\$0.025
Credit Union 24 (CU24) - Petroleum Interchange (MCC's 5541, 5542, 7511)	.60% of gross transaction amount + \$0.04, capped at \$0.30	Cross-Border	.95% of gross transaction amount (NO CAP)
Switch Fee	\$0.025	Maestro® - Supermarket Interchange (MCC's 5300, 5411)	\$0.24
		Switch Fee	\$0.025
		Cross-Border	.95% of gross transaction amount (NO CAP)
		NYCE® – QSR Interchange (MCC 5814)	.50% of gross transaction amount + \$0.06, capped at \$0.45
		Switch Fee	\$0.0375
		NYCE® – Retail Interchange	.65% of gross transaction amount + \$0.10, capped at \$0.65
		Switch Fee	\$0.0375

**Debit Network Fee Schedule
Effective 04/01/08**

**Applicable Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined).
Applicable Debit Network Interchange fees are passed through on completed PIN Debit transactions only. ¹**

Network	Network Fees	Network	Network Fees
NYCE® – Supermarket Interchange (MCC 5411)	\$0.24	Shazam – Retail Interchange	.75% of transaction amount (exclusive of cash back) + \$0.20, capped at \$0.65
Switch Fee	\$0.0375	Switch Fee	\$0.04
Pulse®, TYME® – Petroleum Interchange (MCC's 5541, 5542)	.74% of gross transaction amount + \$0.10, NO CAP \$0.02 on pre-auth only \$0.07 on completion	Shazam – Small Ticket (MCC's 4111, 5499, 5814, 5994, 7211, 7338, 7523, 7542, 7832, 7841)	1.00% of transaction amount (exclusive of cash back) + \$0.05, capped at \$0.65
Switch Fee	0.01%	Switch Fee	\$0.04
Network Security Fee			
Pulse®, TYME® Retail Interchange	.74% of gross transaction amount + \$0.10, NO CAP \$0.07	Shazam – Supermarket Interchange (MCC's 5300, 5411)	\$0.21
Switch Fee	0.01%	Switch Fee	\$0.04
Network Security Fee			
Pulse®, TYME® Small Ticket Interchange (MCC's 3581, 4111, 4121, 4131, 4784, 5812, 5814, 5994, 7211, 7216, 7334, 7523, 7542, 7832, 7841)	1.55% NO CAP	STAR SM , Cash Station®, Honor®, MAC® – Petroleum Interchange (MCC's 5541, 5542)	.60% of gross transaction amount + \$0.13, capped at \$0.40
Switch Fee	\$0.03	Switch Fee	\$0.0325 on pre-auth and completion
Network Security Fee	0.01%	Administrative Fee	\$0.01 on completion
Pulse®, TYME® Supermarket Interchange (MCC 5411)	\$0.205	STAR SM , Cash Station®, Honor®, MAC® – Medical Retailers Interchange (MCC's 5912, 8011, 8062, 8099)	Transactions less than or equal to \$15.00: 1.20% of gross transaction amount + \$0.05
Switch Fee	\$0.07		Transactions greater than \$15.00: .75% of gross transaction amount + \$0.15, capped at \$0.65
Network Security Fee	\$0.005	Switch Fee	\$0.0325
		Administrative Fee	\$0.01
Shazam – Petroleum Interchange (MCC's 5541, 5542)	.65% of transaction amount (exclusive of cash back) + \$0.12, capped at \$0.65	STAR SM , Cash Station®, Honor®, MAC® – QSR Interchange (MCC 5814)	1.25% of gross transaction amount + \$0.03, capped at \$0.45
Switch Fee	\$0.04	Switch Fee	\$0.0325
		Administrative Fee	\$0.01
Shazam – QSR Interchange (MCC 5814)	1.00% of transaction amount (exclusive of cash back) + \$0.05, capped at \$0.65	STAR SM , Cash Station®, Honor®, MAC® – Retail Interchange (All Other MCC's)	.75% of gross transaction amount + \$0.15, capped at \$0.65
Switch Fee	\$0.04	Switch Fee	\$0.0325
		Administrative Fee	\$0.01

**Debit Network Fee Schedule
Effective 04/01/08**

Applicable Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined).

Applicable Debit Network Interchange fees are passed through on completed PIN Debit transactions only. ¹

Network	Network Fees	Network	Network Fees
STAR SM , Cash Station®, Honor®, MAC® – Small Ticket Retailers Interchange (MCC's 4111, 5499, 5994, 7211, 7338, 7523, 7542, 7832, 7841)	Transactions less than or equal to \$10.00: 1.25% of gross transaction amount + \$0.05	STAR SM , Cash Station®, Honor®, MAC® – Supermarket Interchange (MCC's 5300, 5411) Switch Fee Administrative Fee	\$0.24
	Transactions greater than \$10.00: .75% of gross transaction amount + \$0.15, capped at \$0.65		\$0.0325
Switch Fee	\$0.0325		\$0.01
Administrative Fee	\$0.01		

¹ This Debit Network Fee Schedule is accurate as of the Effective Date printed herein. The Debit Networks may change their fee(s) at any time, in their sole discretion, and you will be responsible for paying the Debit Network fees in effect on the date of the subject transaction. The Debit Network fees provided herein are the highest fees chargeable by the subject network as of the Effective Date; your actual fee(s) may be less than the disclosed amount if you qualify for a lower Debit Network fee. You may obtain a copy of the most current Debit Network Fee Schedule online at https://www.wellsfargo.com/downloads/pdf/biz/merchant/debit_fee_schedule.pdf or by calling Wells Fargo Merchant Services at 1-800-451-5817 and requesting that a copy be mailed or faxed to you.

Visa, MasterCard & Discover Interchange Qualification Matrix

PREFACE

A significant amount of the fees that we charge to you for processing your Credit Card and Non-PIN Debit Card transactions represents charges that we must pay to the issuing banks (or that are otherwise charged to us by Visa®, MasterCard® and Discover®) and under Visa, MasterCard and Discover (the "Associations") rules. This amount, called "interchange" varies based upon a complex series of interchange levels that may apply to the transaction depending upon a number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction is processed, your industry, and other factors.

As a result, a portion of the rate that we charge you will depend on the type of transaction and the interchange level at which the transaction is processed. In order to qualify for any specific interchange level, you must satisfy certain qualification criteria established by the Associations. This Visa, MasterCard & Discover Interchange Qualification Matrix identifies the primary qualification criteria for the various Interchange levels. In reviewing the Visa, MasterCard & Discover Interchange Qualification Matrix, please note the following:

- The Visa, MasterCard & Discover Interchange Qualification Matrix is only a summary of the primary qualification criteria established by Visa, MasterCard & Discover for each Interchange level – it is not all inclusive. In the event of any ambiguity or conflict, the Interchange requirements established by the Associations will determine the Interchange level at which your transactions qualify.
- Some Interchange levels require that you utilize certain additional services such as Address Verification. Some Interchange levels also require that you transmit detailed transaction data such as order numbers or hotel folio numbers. Other Interchange levels require that you transmit certain indicators reflecting the nature of your transactions (such as an "E-Commerce indicator" for internet transactions).
- Interchange levels may also be restricted to merchants in certain Merchant Category Codes ("MCC") such as Supermarkets or Automated Fuel Dispensers.
- In some cases, transactions may be processed at a more costly Interchange level solely as a result of the type of card that is presented. For example, a Visa Signature card, among others, will generally be assessed a higher interchange level.
- The information in the Visa, MasterCard & Discover Interchange Qualification Matrix should not be used to develop software or other interfaces for transmitting transactions as technical aspects of these requirements may be much more detailed than the summary presented. If you utilize terminals, software, services or equipment provided or configured by any third party, be aware that failure by these systems to correctly and accurately transmit information in the required formats may result in your transactions not qualifying for the most favorable interchange levels.
- The Primary Qualification Criteria listed for each interchange level on the Visa, MasterCard & Discover Interchange Qualification Matrix is accurate at the time of printing. However, the Associations may at their discretion add, remove or change qualification criteria or Interchange levels at will.
- The Discover section only applies to merchants who authorize, settle and process Discover Network Cards with Wells Fargo. The Discover section does not apply to merchant that only use our service for authorization and/or capture of Discover Network Cards.



Visa Interchange Levels

Visa Dues & Assessment Fee on Gross Sales Volume - 0.0925%

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS Retail-Credit	1.54% + \$0.10	Consumer Credit	1 Swipe card, obtain customer's signature*****	1 Key-entered...Retail Key-Entered, Card Not Present, EIRF or Rewards 2
CPS Retail-Debit	1.03% + \$0.15	Non-PIN Debit	2 Authorize and settle within 1 day	2 Exceeds Timeliness... 2 days EIRF... 3 days Standard
CPS Rewards 1	1.65% + \$0.10	Rewards	3 Obtain and pass 1 valid electronic authorization*	3 Not electronic auth... EIRF, No auth...Standard
(Custom Payment Service)			4 When processing a Non-PIN debit transaction the authorization and settlement amount must match. MCC's 4121 (taxicab & limousines, 5813 (Bars & Taverns), 7230 (Beauty & Barber Shops), 7298 (Health & Beauty Spas) are exempt from transaction amount tolerance.	4 Exceeds tolerance...EIRF Debit
			5 Bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50" and MO/TO indicator of "01" for one time payment, "02" for recurring payment and "03" for installment payment. AVS is not required for bill payment transactions	5 If not a bill payment transaction ...N/A
CPS Restaurant-Credit	1.54% + \$0.10	Consumer Credit	1 Available to Restaurants (MCC 5812) and Fast Food Restaurants (MCC 5814)	1 Only eligible if a Restaurant or Fast Food Restaurant
CPS Restaurant-Debit	1.19% + \$0.10	Non-PIN Debit	2 Swipe card, obtain customer's signature*****	2 key-entered...Retail Key-Entered, Card Not Present or EIRF
CPS Rewards 2	1.90% + \$0.10	Rewards	3 Obtain and pass 1 valid electronic authorization*	3 Not electronic authorization...EIRF, No authorization...Standard
			4 Authorize and settle within 1 day	4 Exceeds timeliness... 2 days EIRF... 3 days Standard
CPS Service Station-Credit	1.43% + \$0.10	Consumer Credit	1 Available to Service Stations (MCC 5541)	1 Only eligible if a Service Station
CPS Service Station-Debit	0.70% + \$0.17	Non-PIN Debit	2 Swipe card, obtain customer's signature*****	2 If key-entered...Retail Key-Entered, Card Not Present, EIRF or Rewards 2
CPS Rewards 1	1.65% + \$0.10	Rewards	3 Obtain and pass 1 valid electronic authorization*	3 Not electronic authorization...EIRF, No authorization...Standard
			4 Authorize and settle within 1 day	4 Exceeds timeliness... 2 days EIRF... 3 days Standard
CPS Automated Fuel Dispenser-Credit	1.50% + \$0.05	Consumer Credit	1 Available to Automated Fuel Dispenser (MCC 5542)	1 Only eligible if an Automated Fuel Dispenser
CPS Automated Fuel Dispenser-Debit	0.70% + \$0.17	Non-PIN Debit	2 AFD swipe card on a Card Activated Terminal (CAT)	2 If key-entered...EIRF
CPS Rewards 1	1.65% + \$0.10	Rewards	3 Must pass CAT level indicator of a "3"	3 Missing /Invalid CAT Level...EIRF
			4 Obtain and pass 1 valid electronic authorization* (\$1.00 status check)	4 Not electronic authorization...EIRF, No authorization...Standard
			5 \$75.00 transaction limit	5 Exceeds AFD \$75 tolerance...EIRF
			6 Authorize and settle within 1 day	6 Exceeds timeliness... 2 days EIRF... 3 days Standard
CPS Supermarket-Credit	1.24% + \$0.05	Consumer Credit	1 Available to Supermarkets (MCC 5411)	1 Only eligible if a Supermarket
CPS Supermarket-Debit	1.03% + \$0.15 (\$0.35 cap)	Non-PIN Debit	2 Swipe card, obtain customer's signature*****	2 key-entered...Retail Key-Entered, Card Not Present, EIRF or Rewards 2
CPS Rewards 1	1.65% + \$0.10	Rewards	3 Obtain and pass 1 valid electronic authorization*	3 Not electronic authorization...EIRF, No authorization...Standard
			4 Authorize and settle within 1 day	4 Exceeds timeliness... 2 days EIRF... 3 days Standard
			5 When accepting Non-PIN Debit transactions the authorization amount and settlement amount must match.	5 If authorization and settled amount do not match...EIRF Debit
			6 To qualify for Supermarket debit must be a U.S. issued Non-PIN Debit card	6 If non-U.S. issued debit card... Supermarket Credit

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS Retail Key-Entered-Credit	1.85% + \$0.10	Consumer Credit	<ol style="list-style-type: none"> Magnetic stripe not readable, key-enter transaction, obtain customer's signature Authorize and settle within 1 day Obtain and pass 1 valid electronic authorization* AVS**** required. Use Address Verification (AVS****) feature on terminal or software; zip code must match; and a POS indicator of "71". If processing bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50" and MO/TO indicator of "01" for one time payment, "02" for recurring payment and "03" for installment payment. AVS is required for bill payment transactions 	<ol style="list-style-type: none"> N/A Exceeds timeliness... 2 days EIRF... 3 days Standard Not electronic authorization... EIRF, No authorization... Standard No AVS or zip code does not match... EIRF
CPS Retail Key-Entered-Debit CPS Rewards 2	1.60% + \$0.15 1.90% + \$0.10	Non-PIN Debit Rewards	<ol style="list-style-type: none"> Available to Restaurants (MCC 5812) and Fast Food Restaurants (MCC 5814) Local Commuter Transport (MCC 4111), Taxicab & Limousine Service (MCC 4121), Parking Lots (MCC 7523), Video Rental (MCC 7841), Movie Theater (MCC 7832), Bus Lines (MCC 4131), Toll & Bridge Fees (MCC 4784), News Dealers & Newsstands (MCC 5994), Laundries (MCC 7211), Dry Cleaners (7216), Quick Copy (MCC 7338), Car Washes (7542) 	<ol style="list-style-type: none"> Only eligible if a Restaurants and Fast Food Restaurants, Local Commuter Transport, Taxicab & Limousine Service, Parking Lots, Video Rental, Movie Theater, Bus Lines, Toll & Bridge Fees, News Dealers & Newsstands, Laundries, Dry Cleaners, Quick Copy, Car Washes
CPS Small Ticket-Credit	1.65% + \$0.04	Consumer Credit/Rewards	<ol style="list-style-type: none"> Available to Restaurants (MCC 5812) and Fast Food Restaurants (MCC 5814) Local Commuter Transport (MCC 4111), Taxicab & Limousine Service (MCC 4121), Parking Lots (MCC 7523), Video Rental (MCC 7841), Movie Theater (MCC 7832), Bus Lines (MCC 4131), Toll & Bridge Fees (MCC 4784), News Dealers & Newsstands (MCC 5994), Laundries (MCC 7211), Dry Cleaners (7216), Quick Copy (MCC 7338), Car Washes (7542) 	<ol style="list-style-type: none"> Only eligible if a Restaurants and Fast Food Restaurants, Local Commuter Transport, Taxicab & Limousine Service, Parking Lots, Video Rental, Movie Theater, Bus Lines, Toll & Bridge Fees, News Dealers & Newsstands, Laundries, Dry Cleaners, Quick Copy, Car Washes
CPS Small Ticket-Debit	1.55% + \$0.04	Non-PIN Debit	<ol style="list-style-type: none"> Swipe card, customer's signature not required Obtain and pass 1 valid electronic authorization* Authorize and settle within 1 day Transaction amount less than or equal to \$15.00 Restaurants and Fast Food restaurants that take Signature and infinite cards are eligible for CPS Small Ticket when clearing requirements are met 	<ol style="list-style-type: none"> key-entered... Retail Key-Entered, Card Not Present or EIRF Not electronic authorization... EIRF, No authorization... Standard Exceeds timeliness... 2 days EIRF... 3 days Standard Exceeds \$15.00... Retail N/A
CPS Retail 2 (Emerging Mk)-Credit	1.43% + \$0.05	Consumer Credit/Rewards	<ol style="list-style-type: none"> Available to Government (MCC 9399, 9211, 9222), Schools (MCC 8220, 8211, 8299), Cable, Satellite, and Other Pay Television & Radio Services (MCC 4899) Insurance Companies (MCC 6300, 5960), Fuel Dealers (MCC 5983), Child Care Services (MCC 8351), Charitable Organizations (MCC 8398), and Direct Marketing Subscription Merchants (MCC 5968). MCCs 5960 and 5968 requires CPS/CNP or CPS/E-Commerce qualification 	<ol style="list-style-type: none"> Only eligible if a Government, Schools, Utilities, Insurance Company, Fuel Dealers, Child Care Services, Charitable Organizations or Direct Marketing Subscriptions.
CPS Retail 2 (Emerging Mk)-Debit	0.80% + \$0.25	Non-PIN Debit	<ol style="list-style-type: none"> Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face Obtain and pass 1 valid electronic authorization* Must be CPS qualified***** Bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50" and MO/TO indicator of "01" for one time payment, "02" for recurring payment and "03" for installment payment. AVS**** is not required for bill payment transactions Authorize and create a sale within 1 day and settle within 2 days 	<ol style="list-style-type: none"> N/A Not electronic authorization... EIRF, No authorization... Standard Not CPS qualified*****... EIRF If not a bill payment transaction... N/A Exceeds timeliness... Standard

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons*** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS Utility Program-Credit	\$0.75	Consumer Credit/Rewards	1 Available to utility merchants with MCC 4900 (water, gas, electrical, sanitation)	1 Only eligible if a utility company (MCC 4900)
CPS Utility Program-Debit	\$0.75	Non-PIN Debit	2 Must be registered with Visa with valid Merchant Verification Value (MVA) on account	2 Only eligible if registered
Utility Credit Business	\$1.50	Business	3 Obtain and pass 1 valid electronic authorization*	3 Not electronic authorization...EIRF, Commercial Card Electronic - Business or Commercial Card Standard - Business. No authorization...Standard or Commercial Card Standard - Business
			4 Authorize and create a sale with 1 day and settle within 2 days	4 Exceeds timeliness...Standard, Commercial Card Electronic - Business or Commercial Card Standard - Business
			5 Must be CPS qualified*****; If not a bill payment transaction must submit a ACI of "R" to bypass AVS	5 If not CPS qualified*****...EIRF or Standard, Commercial Card Electronic - Business or Commercial Card Standard - Business
CPS Car Rental Card Present-Credit	1.58% + \$0.10	Consumer Credit	1 Available to Car Rental merchants	1 Only eligible if a Car Rental
CPS Car Rental Card Present-Debit	1.36% + \$0.15	Non-PIN Debit	2 Swipe Card, obtain customer's signature	2 If key-entered...CPS Car Rental Card Not Present
CPS Rewards 2	1.90% + \$0.10	Rewards	3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Rental Agreement number, Check-Out/Return Date, Duration, No Show/Extra Charge indicator	3 Not electronic authorization...EIRF, No authorization...Standard. If Rental Agreement number or Return Date missing or different...EIRF
			4 1 day to settle between the check out/Return Date and the settlement date	4 Exceeds timeliness... 2 days EIRF ... 3 days Standard
			5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals	5 Exceeds Tolerance...EIRF
CPS Car Rental Card Not Present-Credit	1.58% + \$0.10	Consumer Credit	1 Available to Car Rental merchants	1 Only eligible if a Car Rental
CPS Car Rental Card Not Present-Debit	1.36% + \$0.15	Non-PIN Debit	2 Key-entered transaction	2 If Swiped...CPS Car Rental Card Present
CPS Rewards 2	1.90% + \$0.10	Rewards	3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Rental Agreement number, Check-Out/Return Date, Duration, No Show/Extra Charge indicator, Preferred Customer indicator (P)	3 Not electronic authorization...EIRF, No authorization...Standard. If Rental Agreement number or Return Date missing or different...EIRF. If missing Preferred Indicator...EIRF
			4 1 day to settle between the Check Out/Return Date and the settlement date	4 Exceeds timeliness... 2 days EIRF ... 3 days Standard
			5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals	5 Exceeds Tolerance...EIRF
CPS Hotel Card Present-Credit	1.58% + \$0.10	Consumer Credit	1 Available to Lodging	1 Only eligible if Lodging
CPS Hotel Card Present-Debit	1.36% + \$0.15	Non-PIN Debit	2 Swipe Card, obtain customer's signature	2 If key-entered...CPS Hotel Card Not Present
CPS Rewards 2	1.90% + \$0.10	Rewards	3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Folio number, Check-in Date, Duration, No Show /Extra Charge indicator	3 Not electronic authorization...EIRF, No authorization...Standard. If Folio number & Check-in Date missing or different...EIRF
			4 1 day to settle between the check out and the settlement date	4 Exceeds timeliness... 2 days EIRF ... 3 days Standard
			5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals	5 Exceeds Tolerance...EIRF

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS Hotel Card Not Present-Credit CPS Hotel Card Not Present-Debit CPS Rewards 2	1.58% + \$0.10 1.36% + \$0.15 1.90% + \$0.10	Consumer Credit Non-PIN Debit Rewards	<ol style="list-style-type: none"> 1 Available to Lodging 2 Key-entered transaction 3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Folio number, Check-In Date, Duration, No Show /Extra Charge indicator, Preferred Customer indicator (P). 4 1 day to settle between the check out and the settlement date 5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals 	<ol style="list-style-type: none"> 1 Only eligible if Lodging 2 If Swiped...CPS Hotel Card Present 3 Not electronic authorization...EIRF, No authorization...Standard. If Folio number & Check-In Date missing or different...EIRF. If missing Preferred Indicator...EIRF 4 Exceeds timeliness... 2 days EIRF ... 3 days Standard 5 Exceeds Tolerance...EIRF
CPS Car Rental E-Commerce-Credit CPS Car Rental E-Commerce-Debit CPS Rewards 2	1.58% + \$0.10 1.36% + \$0.15 1.90% + \$0.10	Consumer Credit Non-PIN Debit Rewards	<ol style="list-style-type: none"> 1 Available to Car Rental merchants 2 Key-entered transaction 3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Rental Agreement number, Check-Out/Return Date, Duration, No Show/Extra Charge indicator, Preferred Customer indicator (P). 4 1 day to settle between the check out and the settlement date 5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals 6 E-Commerce transactions must perform Cardholder Authentication Verification Value (CAV) and include an e-commerce indicator of a 5 or 6 	<ol style="list-style-type: none"> 1 Only eligible if Car Rental 2 N/A 3 Not electronic authorization...EIRF, No authorization...Standard. If Folio number & Check-In Date missing or different...EIRF. If missing Preferred Indicator...EIRF 4 Exceed timeliness... 2 days EIRF ... 3 days Standard 5 Exceed Tolerance...EIRF 6 E-commerce indicator missing...EIRF
CPS Hotel E-Commerce-Credit CPS Hotel E-Commerce-Debit CPS Rewards 2	1.58% + \$0.10 1.36% + \$0.15 1.90% + \$0.10	Consumer Credit Non-PIN Debit Rewards	<ol style="list-style-type: none"> 1 Available to Lodging merchants 2 Key-entered transaction 3 1* or more electronic authorization, with original auth at settlement, 1***** authorization reversal Transaction must include: Folio number, Check-In Date, Duration, No Show /Extra Charge indicator, Preferred Customer indicator (P). 4 1 day to settle between the check out and the settlement date 5 Can settle within 15% of the authorized amount; includes authorization reversal and incrementals 6 E-Commerce transactions must perform Cardholder Authentication Verification Value (CAV) and include an e-commerce indicator of a 5 or 6 	<ol style="list-style-type: none"> 1 Only eligible if Lodging 2 N/A 3 Not electronic authorization...EIRF, No authorization...Standard. If Folio number & Check-In Date missing or different...EIRF. If missing Preferred Indicator...EIRF 4 Exceed timeliness... 2 days EIRF ... 3 days Standard 5 Exceed Tolerance...EIRF 6 E-commerce indicator missing...EIRF

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS Card Not Present-Credit	1.85% + \$0.10	Consumer Credit	1 Key-enter transaction, if prompted "is card present" answer "no" 2 Obtain and pass 1 valid electronic authorization*, 1***** authorization reversal allowed 3 Settle within 1 day (1 day to settle between ship date and settlement date) 4 AVS required-use AVS***** feature on terminal or software; enter up to first 5 numeric characters of address then zip code 5 Transaction date must equal shipping date and that date is no more than 7 days after authorization 6 Authorization and settlement amount must match 7 Transaction must include, order number, customer service phone number and MO/T/O indicator of a "01" and a POS indicator of "08" 8 Bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50" and MO/T/O indicator of "01" for one time payment, "02" for recurring payment and "03" for installment payment. AVS is not required for bill payment transactions	1 N/A 2 Not electronic authorization...EIRF, No authorization...Standard 3 Exceeds timeliness...2 days EIRF...3 days Standard 4 No AVS...EIRF 5 If transaction does not equal ship date or exceeds 7 days authorization to settle...EIRF 6 If authorization and settled amount do not match...EIRF 7 Order number, CNP indicator or customer service number missing...EIRF. If missing MO/T/O indicator and no AVS...EIRF 8 If not a bill payment transaction...N/A
CPS Card Not Present-Debit	1.60%+ \$0.15	Non-PIN Debit		
CPS Rewards 2	1.90% + \$0.10	Rewards		
CPS E-Commerce Basic-Credit	1.85% + \$0.10	Consumer Credit	1 Available to E-Commerce merchants; Key-enter transaction 2 Obtain and pass 1 valid electronic authorization*, 1***** authorization reversal allowed 3 Settle within 1 day (1 day to settle between ship date and settlement date) 4 AVS required-use AVS***** feature on terminal or software; enter up to first 5 numeric characters of address then zip code 5 Transaction date must equal shipping date and that date is no more than 7 days after authorization 6 Authorization and settlement amount must match 7 Transaction must include order number, customer service phone number 8 E-Commerce indicator of a "7" must be present; and a POS indicator of "59", and Bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50", and MO/T/O indicator of "5", "6", or "7". AVS is required for bill payment transactions.	1 Only eligible if E-Commerce 2 Not electronic authorization...EIRF, No authorization...Standard 3 Exceeds timeliness...2 days EIRF...3 days Standard 4 No AVS...EIRF 5 If transaction does not equal ship date or exceeds 7 days authorization to settle...EIRF 6 If authorization and settled amount do not match...EIRF 7 Order number or customer service number missing...EIRF 8 If E-Commerce indicator missing...EIRF
CPS E-Commerce Basic-Debit	1.60% + \$0.15	Non-PIN Debit		
CPS Rewards 2	1.90% + \$0.10	Rewards		

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
CPS E-Commerce Preferred-Credit	1.80% + \$0.10	Consumer Credit/Rewards	<ol style="list-style-type: none"> Available to E-Commerce merchants for key entered transactions Obtain and pass 1 valid electronic authorization*, 1***** authorization reversal allowed Settle within 1 day (1 day to settle between ship date and settlement date) Transaction date must equal shipping date and that date is no more than 7 days after authorization Authorization and settlement amount must match Transaction must include order number, customer service phone number Must have secured E-Commerce indicator of "5" or "6" must be present and a POS condition code of "59" Must perform Cardholder Authentication Verification Value (CAVV). For bill payment transactions that do not have health or select developing market MCC's must send a Market Specific Indicator (MSI) of "B", ACI of "Y", processing code of "50" and MOTO indicator of "5", "6", or "7". AVS is required for bill payment transactions 	<ol style="list-style-type: none"> Only eligible if E-Commerce or if key-entered Not electronic authorization...EIRF, No authorization...Standard Exceeds timeliness...2 days EIRF ... 3 days Standard If transaction does not equal ship date or exceeds 7 days authorization to settle...EIRF If authorization and settled amount do not match...EIRF Order number or customer service number missing...EIRF If E-Commerce indicator or CAVV missing...EIRF
CPS E-Commerce Preferred-Debit	1.55% + \$0.15	Non-PIN Debit		
CPS Passenger Transport -Credit	1.75% + \$0.10	Consumer Credit	<ol style="list-style-type: none"> Available to Airlines & Railways Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face Obtain and pass 1 valid electronic authorization* Settle within 7 days Transaction must include: ticket number, sequence number, count and itinerary information Transaction date must equal authorization date. 	<ol style="list-style-type: none"> Only eligible if an Airline or Railway N/A Not electronic authorization...EIRF, No authorization...Standard Exceeds timeliness...Standard If Ticket number, Sequence number, Count and itinerary missing or different...Standard Transaction date not equal to authorization date...Standard
CPS Passenger Transport-Debit	1.60% + \$0.15	Non-PIN Debit		
CPS Rewards 2	1.90% + \$0.10	Rewards		
CPS E-Commerce Passenger Transport Preferred-Credit	1.75% + \$0.10	Consumer Credit	<ol style="list-style-type: none"> Available to Airlines & Railways Key-enter transaction Obtain and pass 1 valid electronic authorization* Settle within 7 days Transaction must include: ticket number, sequence number, count and itinerary information E-Commerce transactions must include E-Commerce indicator of "5" or "6". Must perform Cardholder Authentication Verification Value (CAVV) Transaction date must equal authorization date. 	<ol style="list-style-type: none"> Only eligible if an Airline or Railway N/A Not electronic authorization...EIRF, No authorization...Standard Exceeds timeliness...Standard If Ticket number, Sequence number, Count and itinerary missing or different...Standard E-Commerce indicator missing...EIRF Transaction date not equal to authorization date...Standard
CPS E-Commerce Passenger Transport Preferred-Debit	1.60% + \$0.15	Non-PIN Debit		
CPS Rewards 2	1.90% + \$0.10	Rewards		
Signature Preferred-Card Not Present	2.30% + \$0.10	Signature Preferred	<ol style="list-style-type: none"> Must be CPS qualified***** for CPS/Card Not Present, CPSElectronic Commerce Basic or Preferred, CPS/Retail 2, or CPS/Account Funding Must be a Non-T&E*** MCC 	<ol style="list-style-type: none"> If not CPS qualified*****...Signature Preferred Standard Only eligible if a Non-T&E*** MCC
Signature Preferred-Retail	2.10% + \$0.10	Signature Preferred	<ol style="list-style-type: none"> Must be CPS qualified***** for CPS/Retail, CPS/Supermarket/CPSElectronic Key Entry, CPS/Small Ticket, CPS/Automated Fuel Dispenser, or CPS/Retail Service Station Must be a Non-T&E*** MCC 	<ol style="list-style-type: none"> If not CPS qualified*****...Signature Preferred Standard Only eligible if a Non-T&E*** MCC

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Signature Preferred Business-to-Business	2.10% + \$0.10	Signature Preferred	1 Must be CPS qualified***** 2 Limited to business-to-business MCCs	1 If not CPS qualified*****...Signature Preferred Standard 2 If not business-to-business MCC...Signature Preferred Card Not Present or Signature Preferred Retail
Signature Card Electronic Signature Preferred Electronic	2.30% + \$0.10 2.30% + \$0.10	Signature Signature Preferred	1 Applies to T&E*** merchants 2 Swipe card, obtain customer's signature***** 3 Obtain and pass 1 valid electronic authorization* 4 Authorize and settle within 1 day 5 Must be CPS qualified*****	1 Only eligible if a T&E*** merchant 2 key-entered...Signature Standard 3 No authorization...Signature/Signature Preferred Standard 4 Exceeds timeliness...Signature/Signature Preferred Standard 5 Does not meet CPS requirements...Signature/Signature Preferred Standard
Signature Card Standard	2.70% + \$0.10	Signature	1 Applies to T&E*** merchants; Swipe card or key-enter transaction, obtain customer's signature when transaction is face-to-face 2 Electronic authorization not required 3 Settle within 29 days	1 Only eligible if a T&E*** merchant 2 No downgrade from Signature/Signature Preferred Standard 3 N/A
Signature Preferred Standard	2.70% + \$0.10	Signature Preferred	1 Applies to T&E*** merchants; Swipe card or key-enter transaction, obtain customer's signature when transaction is face-to-face 2 Electronic authorization not required 3 Settle within 29 days	1 Only eligible if a T&E*** merchant 2 No downgrade from Signature/Signature Preferred Standard 3 N/A
EIRF-Credit	2.30% + \$0.10	Consumer Credit/Rewards	1 Swipe or key-enter transaction, obtain signature when the transaction is face-to-face	1 N/A
EIRF-Debit	1.75% + \$0.20	Non-PIN Debit	2 Obtain and pass 1 valid electronic authorization* Authorize sale through terminal/software or telephone 3 Authorize and create a sale within 1 day and settle within 2 days	2 Authorization missing...Standard 3 Exceeds timeliness...Standard
Consumer Standard-Credit	2.70% + \$0.10	Consumer Credit/Rewards	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	1 N/A
Consumer Standard-Debit	1.90% + \$0.25	Non-PIN Debit	2 Electronic authorization not required 3 Settle within 29 days 4 Only level available for high-risk merchants and non-secure E-Commerce transactions	2 No downgrade from Standard 3 No downgrade from Standard 4 N/A
International Airline	1.10%	Consumer Credit-Non US Issued	1 Available to merchants with airline MCC 3000-3299 or 4511 2 Swipe or key-enter transaction, obtain signature when the transaction is face-to-face 3 Must be CPS qualified*****	1 Only eligible if an airline MCC 2 N/A 3 If not CPS qualified*****...EIRF
Interregional Signature Airline	1.80%	Signature-Non US Issued	1 Available to merchants with airline MCC 3000-3299 or 4511 2 Swipe or key-enter transaction, obtain signature when the transaction is face-to-face 3 Must be CPS qualified*****	1 Only eligible if an airline MCC 2 N/A
Foreign Electronic	1.10%	Consumer Credit	1 Swipe card, obtain customer's signature***** 2 Obtain and pass 1 valid electronic authorization* 3 Settle within 2 days 4 Applies to Non-US merchants and US territory merchant locations	3 If not CPS qualified*****...EIRF 1 key-entered...Foreign Standard 2 Not electronic authorization...Foreign Standard 3 Exceeds timeliness...Foreign Standard 4 N/A
Foreign Standard	1.60%	Consumer Credit	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Electronic authorization not required 3 Settle within 29 days 4 Applies to Non-US merchants and US territory merchant locations	1 N/A 2 No downgrade from Standard 3 No downgrade from Standard 4 N/A

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria	Possible Downgrade Reasons****
GSA Purchasing Card Large Ticket	0.95% + \$35.00	GSA Purchasing Card	<ol style="list-style-type: none"> Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face Obtain and pass 1 valid electronic authorization* Non-T&E*** merchant Transaction must be equal to or greater than \$5,000 and less than \$8750. Pass Level II and Level III Data** Must be CPS qualified***** 	<ol style="list-style-type: none"> N/A If no authorization... Commercial Electronic or Commercial Standard If not Non-T&E*** MCC... refer to appropriate CPS Level If transaction less than \$5,000... Commercial Card Level II. If equal to or greater than \$8,750... GSA Purchasing Card Large Ticket 1 If no Level II or III Data... Commercial Electronic or Commercial Standard If not CPS qualified*****... Commercial Card Electronic or Commercial Standard
GSA Purchasing Card Large Ticket I	1.35%	GSA Purchasing Card	<ol style="list-style-type: none"> Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face Obtain and pass 1 valid electronic authorization* Non-T&E*** merchant Transaction amount equal to or greater than \$8750. Pass Level II and Level III Data** Must be CPS qualified***** 	<ol style="list-style-type: none"> N/A If no authorization... Commercial Electronic or Commercial Standard If not Non-T&E*** MCC... refer to appropriate CPS Level If transaction greater than \$5,000 but less than \$8,750... GSA Purchasing Card Large Ticket. If transaction less than \$5,000... Commercial Card Level II. If no Level II or III Data... Commercial Electronic or Commercial Standard If not CPS qualified*****... Commercial Card Electronic or Commercial Standard
Purchasing Card Large Ticket	0.95% + \$35.00	Purchasing Card-Non GSA	<ol style="list-style-type: none"> Available to Non-T&E*** merchants Must register with Visa \$1000 registration fee Must have MVV on account Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face Obtain and pass 1 valid electronic authorization* Settle within 7 days Transaction greater than or equal to \$4,653.33 Must Pass Level II and Level III Data** Must be CPS qualified***** 	<ol style="list-style-type: none"> Only eligible if a Non-T&E merchant Not registered... Commercial Card Electronic, Commercial Card II or III or Commercial Standard. N/A MVV code missing or incorrect... Commercial Card Electronic N/A No authorization... Commercial Card Electronic or Commercial Standard Exceeds timeliness... Commercial Card Electronic or Commercial Standard If transaction less than \$4,653.33... Commercial Card Level II or III. If CPS qualified with no Level II / III passed... Commercial Card Not Present, Commercial Card Retail, Commercial Card Business-to-Business. If not CPS qualified*****... Commercial Card Electronic or Commercial Standard

Visa Domestic Interchange fees apply to International Visa transactions, excluding Non-PIN

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons*** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Commercial Card Level III	1.80% + \$0.10	Purchasing Card-Non GSA	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Obtain and pass 1 valid electronic authorization* 3 Non-T&E*** merchant 4 Must be CPS qualified***** 5 Must pass Level III Data** 	<ol style="list-style-type: none"> 1 N/A 2 No authorization... Commercial Card Electronic or Commercial Standard 3 Only eligible if a Non-T&E merchant 4 If does not meet CPS requirements...Commercial Card Electronic or Commercial Standard 5 If no Level III... Commercial Card Level II (Level II data required), If CPS qualified with no Level II passed...Commercial Card Not Present, Commercial Card Retail, Commercial Card Business-to-Business. If not CPS qualified...Commercial Electronic or Commercial Standard
Commercial Card Level II-Corporate	2.00% + \$0.10	Corporate	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Obtain and pass 1 valid electronic authorization* 3 Non-T&E*** merchant 4 Must be CPS qualified***** , AVS required for Business cards 5 Must pass Level II Data** 	<ol style="list-style-type: none"> 1 N/A 2 No authorization... Commercial Card Electronic or Commercial Standard 3 Only eligible if a Non-T&E merchant 4 If does not meet CPS requirements...Commercial Card Electronic or Commercial Standard 5 If CPS qualified with no Level II passed...Commercial Card Not Present, Commercial Card Retail, Commercial Card Business-to-Business. If not CPS qualified...Commercial Electronic or Commercial Standard 6 If no Customer Code... Purchasing-Retail or Purchasing-Card Not Present
Commercial Card Level II-Business	2.00% + \$0.10	Business	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Obtain and pass 1 valid electronic authorization* 3 Non-T&E*** merchant 4 Must be CPS qualified***** , AVS required for Business cards 5 Must pass Level II Data** 	<ol style="list-style-type: none"> 1 N/A 2 No authorization... Commercial Card Electronic or Commercial Standard 3 Only eligible if a Non-T&E merchant 4 If does not meet CPS requirements...Commercial Card Electronic or Commercial Standard 5 If CPS qualified with no Level II passed...Commercial Card Not Present, Commercial Card Retail, Commercial Card Business-to-Business. If not CPS qualified...Commercial Electronic or Commercial Standard 6 If no Customer Code... Purchasing-Retail or Purchasing-Card Not Present
Commercial Card Level II-Purchase	2.00% + \$0.10	Purchasing	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Obtain and pass 1 valid electronic authorization* 3 Non-T&E*** merchant 4 Must be CPS qualified***** , AVS required for Business cards 5 Must pass Level II Data** 	<ol style="list-style-type: none"> 1 N/A 2 No authorization... Commercial Card Electronic or Commercial Standard 3 Only eligible if a Non-T&E merchant 4 If does not meet CPS requirements...Commercial Card Electronic or Commercial Standard 5 If CPS qualified with no Level II passed...Commercial Card Not Present, Commercial Card Retail, Commercial Card Business-to-Business. If not CPS qualified...Commercial Electronic or Commercial Standard 6 If no Customer Code... Purchasing-Retail or Purchasing-Card Not Present
Commercial Card Electronic-Corporate	2.20% + \$0.10	Corporate	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 CPS requirements are not met 3 Must pass Level II Data** 4 Best Commercial Card level for Touch-Tone merchants 	<ol style="list-style-type: none"> 1 N/A 2 N/A 3 If Level II requirements are not met... Commercial Standard 4 N/A
Commercial Card Electronic-Business	2.40% + \$0.10	Business	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 CPS requirements are not met 3 Must pass Level II Data** 4 Best Commercial Card level for Touch-Tone merchants 	<ol style="list-style-type: none"> 1 N/A 2 N/A 3 If Level II requirements are not met... Commercial Standard 4 N/A
Commercial Card Electronic-Purchase	2.45% + \$0.10	Purchasing	<ol style="list-style-type: none"> 1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face 2 Obtain and pass 1 valid electronic authorization* 3 T&E***** transactions must be CPS qualified 4 Best Commercial Card level for T&E*** 	<ol style="list-style-type: none"> 1 N/A 2 N/A 3 If not CPS qualified*****... Commercial Card Electronic or Commercial Standard 4 N/A
Purchasing Card Electronic with Data	2.45% + \$0.10	Purchasing Card-Non GSA	<ol style="list-style-type: none"> 1 CPS requirements are not met 2 Must pass Level III Data** 	<ol style="list-style-type: none"> 1 N/A 2 If no Level III... Commercial Electronic or Commercial Standard
Purchasing Card - Retail	2.20% + \$0.10	Purchasing Card - GSA and Non-GSA Fleet	<ol style="list-style-type: none"> 1 CPS requirements are not met...GSA and Non-GSA Fleet Purchasing card fuel transactions that meet Level II and fuel data requirements 2 CPS qualified***** , GSA and Non-GSA Fleet Purchasing card fuel transactions that do not meet Level 2 and fuel data requirements 	<ol style="list-style-type: none"> 1 If CPS qualified*****then Commercial Card Level III or Commercial Card Level II 2 If Level II and fuel data requirements are met...Purchasing card Level II.
Corporate-Card Not Present	2.20% + \$0.10	Corporate	<ol style="list-style-type: none"> 1 Must be CPS qualified***** for CPS/Card Not Present, CPS/Electronic Commerce Basic or Preferred, CPS/Retail 2, or CPS/Account Funding 2 Level II data requirements are not met including tax-exempt transactions 3 Must be a Non-T&E*** MCC 	<ol style="list-style-type: none"> 1 If not CPS qualified*****...Commercial Card Standard 2 N/A 3 Only eligible if a Non-Travel Service MCC
Business-Card Not Present	2.25% + \$0.10	Business	<ol style="list-style-type: none"> 1 Must be CPS qualified***** for CPS/Card Not Present, CPS/Electronic Commerce Basic or Preferred, CPS/Retail 2, or CPS/Account Funding 2 Level II data requirements are not met including tax-exempt transactions 3 Must be a Non-T&E*** MCC 	<ol style="list-style-type: none"> 1 If not CPS qualified*****...Commercial Card Standard 2 N/A 3 Only eligible if a Non-Travel Service MCC
Purchasing-Card Not Present	2.40% + \$0.10	Purchasing	<ol style="list-style-type: none"> 1 Must be CPS qualified***** for CPS/Card Not Present, CPS/Electronic Commerce Basic or Preferred, CPS/Retail 2, or CPS/Account Funding 2 Level II data requirements are not met including tax-exempt transactions 3 Must be a Non-T&E*** MCC 	<ol style="list-style-type: none"> 1 If not CPS qualified*****...Commercial Card Standard 2 N/A 3 Only eligible if a Non-Travel Service MCC

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Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons** Downgrade levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Corporate-Retail	2.20% + \$0.10	Corporate	1 Must be CPS qualified***** for CPS/Retail, CPS/Supermarket, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Automated Fuel Dispenser, or CPS/Retail Service Station 2 Level II data requirements are not met including tax-exempt transactions 3 Must be a Non-T&E*** MCC	1 If not CPS qualified*****...Commercial Card Standard 2 N/A 3 Only eligible if a Non-Travel Service MCC 1 If not CPS qualified*****...Commercial Card Standard 2 N/A 3 If not business-to-business MCC...Card Not Present(Corp., Bus., Purch.) or Retail (Corp., Bus., Purch.)
Business-Retail	2.20% + \$0.10	Business		
Purchasing-Retail	2.20% + \$0.10	Purchasing		
Corporate-Business-to-Business	2.10% + \$0.10	Corporate Business	1 Must be CPS qualified***** 2 Level II data requirements are not met including tax-exempt transactions 3 Limited to business-to-business MCCs	
Business-Business-to-Business	2.10% + \$0.10	Business		
Purchasing-Business-to-Business	2.10% + \$0.10	Purchasing		
Commercial Card Standard-Corporate	2.70% + \$0.10	Corporate	1 Swipe or key-enter transaction, obtain signature when the transaction is face-to-face 2 Electronic authorization not required 3 Settle within 28 days 4 CPS requirements are not met	1 No downgrades from Commercial Standard 2 No downgrade from Commercial Standard 3 No downgrades from Commercial Standard 4 N/A
Commercial Card Standard-Business	2.70% + \$0.10	Business		
Commercial Card Standard-Purchase	2.70% + \$0.10	Purchasing		
Credit Voucher-Consumer Card-Credit	-1.76%	Consumer Credit	1 Non-Passenger Transport merchants	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A
Credit Voucher-Consumer Card-Debit	-1.31%	Non-PIN Debit	2 Return credits apply to U.S. originating transactions only	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A
Credit Voucher-Commercial Card	-2.24%	All Commercial	1 Available to most businesses, other than passenger transport 2 Return credits apply to U.S. originating transactions only	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A
Credit Voucher-MO/TO & E-Commerce-Credit	-2.05%	Consumer Credit	1 MO/TO E-Commerce merchants	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A
Credit Voucher-MO/TO & E-Commerce-Debit	-1.87%	Non-PIN Debit	2 Return credits apply to U.S. originating transactions only 3 Must qualify 70% or more of the dollar volume in consumer sales at Card Not Present (MO/TO), E-Commerce Basic, or E-Commerce Preferred 4 High risk MCC's 5962, 5966 & 5967 are not eligible	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A 3 N/A 4 N/A
Credit Voucher Passenger Transport-Credit	-2.07%	Consumer Credit	1 Passenger Transport merchants	1 Credit refunds do not downgrade. Merchants receive this rate back when a credit is issued to a cardholder 2 N/A
Credit Voucher Passenger Transport-Debit	-1.18%	Non-PIN Debit	2 All card types eligible	

* Valid electronic authorization is obtained through a terminal or software. When an electronic authorization is obtained, all required authorization data & qualifying criteria must be present at settlement, including validation code, transaction id, auth date, etc.

** Level II Data requires a valid sales tax amount and tax indicator. Sales tax must be between 0.1% and 22%. If tax exempt (\$0 entered as tax amount or blank) will clear at Visa Retail (Corporate/Business/Purchase), Card Not Present (Corporate/Business/Purchase) or Business-to-Business (Corporate/Business/Purchase). Level III Data is the item detail, which includes item description, item quantity, item unit of measure, item freight / shipping amount, item commodity code, item discount amount, duty amount, product code, unit cost, discount per line item and line item total. Equipment must be programmed to recognize Commercial/Corporate Cards.

*** Travel & Entertainment (T&E****) includes Restaurants, Hotels, Car Rentals, Passenger Transport, Cruise Lines, and Travel Agents.

**** The numeric bullet point in the "Primary Qualification Criteria" column corresponds to the numeric bullet point in the "Possible Downgrade Reason" column within the same row. This column lists the next possible downgrade interchange level when the qualifying criteria is not met. For example, when looking at numeric bullet point 1 under CPS Retail "Primary Qualification Criteria" column - Swipe card, obtain customer's signature - if a transaction is not swiped and is key-entered then the next downgrade interchange level would be Retail Key-Entered, Card Not Present, EIRF or Rewards 2 when looking at the corresponding numeric bullet point in the "Possible Downgrade Reason"

***** Equipment must be programmed to use the Address Verification Service (AVS)

***** If the settled amount is over the tolerance from the initial authorized amount a reversal needs to be performed. A merchant must call the issuing bank and ask for the authorization to be reversed to prevent impact to the cardholder's credit line.

***** CPS qualified-Must provide primary qualification criteria for a CPS Interchange level above. In addition to the primary qualification criteria for interchange level trying to achieve. The following transaction types are excluded from CPS Interchange programs: Non-Secure E-Commerce transactions (ECH=8), Cash Disbursements, Quasi Cash transactions, transactions from High Risk MCCs (5982, 5986 and 5967), transactions from Self-Service or Automated
***** If transaction is under \$25 no signature required if Local and Suburban Commuter Passenger Transportation, including Ferris (MCC 4111), Taxicabs and Limousines (MCC 4121), Bus Lines (MCC 4131), Toll and Bridge Fees (5331), Candy, Nut and Confection Stores (MCC 5412), Book Stores and Pharmacies (MCC 5812), Book Stores (MCC 5942), Gift, Card, Novelty and Souvenir Shops (MCC 5947), News Dealers and Newsstands (MCC 5994), Laundry 7216), Quick Copy and Reproductions (MCC 7338), Dairy Products Stores (MCC 5451), Bakeries (MCC 5462), Miscellaneous Food Stores-Convenience Stores and Specialty Markets (MCC 5499), Parking Lots and Garages (MCC 752 DVDA/Video Tape Rental Stores (MCC 7841), Grocery Stores and Supermarkets (MCC 5411), Fast Food Restaurants (MCC 5614), Service Stations (with or without ancillary services) (MCC 5541) and Eating Places and Restaurants (V

62

MasterCard Interchange Levels

MasterCard Dues & Assessment Fee on Gross Sales Volume -- 0.0950%

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Merit III-Credit Merit III-Debit	1.58% + \$0.10 1.05% + \$0.15	Consumer Credit Non-PIN Debit	1 Swipe card, obtain customer's signature	1 Key Entered... Merit I or Key Entered
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
Merit III-World Card Merit III-World Elite	1.73% + \$0.10 2.20% + \$0.10	World Card World Elite	3 Authorize and settle within 1 day	3 Exceed timeliness... 1 Day Merit I ... 2 days... Standard
			4 Beauty Salon (MCC 7230) have 25% tolerance. Restaurants (MCC 5812), Fast Food Restaurants (MCC 5814) and Bars (MCC 5813) are exempt from transaction tolerance. All others have a 10% tolerance.	4 Exceed authorization tolerance... Standard
Merit III-Enhanced	1.73% + \$0.10	Enhanced	5 MO/TO MCC's (5960, 5962, 5964, 5965, 5966, 5967, 5968, or 5969) not eligible	5 If MO/TO MCC... Merit I
Merit I-Credit Merit I-Debit	1.89% + \$0.10 1.64% + \$0.16	Consumer Credit Non-PIN Debit	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
			1 Key-entered transaction	1 N/A
Merit I-World Card Merit I-World Elite	2.05% + \$0.10 2.50% + \$0.10	World Card World Elite	2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
			3 Settle within 2 days.	3 Exceed timeliness... Standard.
Merit I-Enhanced	2.04% + \$0.10	Enhanced	4 Beauty Salon (MCC 7230) have 25% tolerance. Restaurants (MCC 5812), Fast Food Restaurants (MCC 5814), Bars (MCC 5813), Taxicabs & Limousines (4121), Airlines and Non-face-to-face are exempt from transaction tolerance. All others have a 10% tolerance.	4 Exceed authorization tolerance... Standard
			5 Authorization and settlement MCC must match	5 If MCC does not match... Standard
Key Entered-Credit Key Entered-Debit	1.89% + \$0.10 1.64% + \$0.16	Consumer Credit Non-PIN Debit	1 Key-entered transaction	1 N/A
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
Key Entered-World Card Key Entered-World Elite	2.05% + \$0.10 2.50% + \$0.10	World Card World Elite	3 Settle within 1 day.	3 Exceed timeliness... 1 day Merit I... 2 days Standard
			4 Restaurants (MCCs 5812, 5814) and Bars (5813) are exempt from transaction tolerance. All others can settle within 10%.	4 Exceed authorization tolerance... Standard
Key Entered-Enhanced	2.04% + \$0.10	Enhanced	5 Authorization and settlement MCC must match	5 If MCC does not match... Standard

Visa and MasterCard Interchange levels, rates, qualification criteria and downgrade reasons are not all inclusive and apply to merchants processing in the U.S. For a complete list call the number on your merchant statement

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons*** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Merit E-Commerce-Credit	1.89% + \$0.10	Consumer Credit	1 Key-entered transaction	1 N/A
Merit E-Commerce-Debit	1.64% + \$0.16	Non-PIN Debit	2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
Merit E-Commerce-World Card	2.05% + \$0.10	World Card	3 Settle within 2 days.	3 Exceed timeliness... Standard
Merit E-Commerce-World Elite	2.50% + \$0.10	World Elite	4 Non-face-to-face, Automated Fuel Dispenser, Airline and Mail/Phone Order (all identified by MCC) transactions have no restrictions on differences between authorized and settled amount. E-Commerce - Exempt from amount tolerance if E-Commerce Indicators are present in auth and clearing. 10% transaction tolerance if E-Commerce Indicators are not present.	4 If E-Commerce indicators missing and Exceed authorization tolerance... Standard
Merit E-Commerce-Enhanced	2.04% + \$0.10	Enhanced	5 E-Commerce transactions must include Card Activated Terminal (CAT) level 6 in settlement	5 If no CAT level of "6" ... Merit I
Merit Insurance-Credit	1.43% + \$0.05	Consumer Credit	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Merit Insurance-World Card	1.43% + \$0.05	World Card	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	1 N/A
Merit Insurance-World Elite	2.20% + \$0.10	World Elite	2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
Merit Insurance-Enhanced	1.43% + \$0.05	World Elite Enhanced	3 Settle within 2 days.	3 Exceed timeliness... Standard.
Merit Real Estate-Credit	1.10%	Consumer Credit	4 Available to Direct Marketing - Insurance Services (MCC 5960) and Insurance Sales, Underwriting and Premiums (MCC 6300)	4 Only eligible if Direct Marketing - Insurance Services, Insurance Sales and Underwriting and Premiums
Merit Real Estate-Debit	1.10%	Non-PIN Debit	5 10% transaction tolerance	5 Exceeds tolerance... Standard
Merit Real Estate-World Card	1.10%	World Card	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Merit Real Estate-World Elite	2.20% + \$0.10	World Elite	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	1 N/A
Merit Real Estate-Enhanced	1.10%	Enhanced	2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
			3 Settle within 2 days.	3 Exceed timeliness... Standard.
			4 Available to Real Estate Agents and Managers - Rentals (MCC 6513)	4 Only eligible if Real Estate Agents and Managers - Rentals.
			5 10% transaction tolerance	5 Exceeds tolerance... Standard
			6 Authorization and settlement MCC must match	6 If MCC does not match... Standard

64

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons*** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
UCAF "SecureCode"-Credit UCAF "SecureCode"-Debit UCAF "SecureCode"-World Card UCAF "SecureCode"-World Elite UCAF "SecureCode"-Enhanced (Universal Cardholder Authentication Field)	1.58% + \$0.10 1.05% + \$0.15 1.73% + \$0.10 2.20% + \$0.10 1.73% + \$0.10	Consumer Credit Non-PIN Debit World Card World Elite Enhanced	<ol style="list-style-type: none"> 1 Key enter transaction 2 Merchant is enrolled in UCAF and cardholder is not Available to all except MCC 5542-Automated Fuel Dispenser 3 Settle within 1 day 4 Internet transactions must include UCAF Collection Indicator of "1" and a CAT level of "6" 5 Authorization and settlement MCC must match with the exception of 4722 or 4511 6 The approval code in the clearing transaction must exactly match the approval code in the authorization log record except when the Issuer failed to return a valid approval code, or when the a "Refer to Card Issuer" response is received 7 Obtain and pass 1 valid electronic authorization* 8 Security Code Indicator/Security Protocol Indicating merchant participating 9 	<ol style="list-style-type: none"> 1 N/A 2 N/A 3 Not eligible if MCC 5542-Automated Fuel Dispenser 4 Exceeds timeliness...1 day...Merit I . Otherwise...Standard 5 If missing or invalid...Standard 6 If MCC does not match in auth or clearing... Standard (excludes 4722 or 4511) 7 Approval Code mismatch in auth & clearing... Standard 8 No authorization or missing authorization date ... Standard 9 If Security Code Indicator/Security Protocol missing...Standard
Full UCAF "SecureCode"-Credit Full UCAF "SecureCode"-Debit Full UCAF "SecureCode"-World Card Full UCAF "SecureCode"-World Elite Full UCAF "SecureCode"-Enhanced (Universal Cardholder Authentication Field)	1.68% + \$0.10 1.15% + \$0.15 1.83% + \$0.10 2.30% + \$0.10 1.83% + \$0.10	Consumer Credit Non-PIN Debit World Card World Elite Enhanced	<ol style="list-style-type: none"> 1 Key enter transaction 2 Merchant is enrolled in UCAF and transaction is fully authenticated by the cardholder entering his/her SecureCode 3 Available to all except MCC 5542-Automated Fuel Dispenser 4 Settle within 1 day 5 Internet transactions must include UCAF Collection Indicator of "2" and a CAT level of "6" 6 Authorization and settlement MCC must match with the exception of 4722 or 4511 7 The approval code in the clearing transaction must exactly match the approval code in the authorization log record except when the Issuer failed to return a valid approval code, or when the a "Refer to Card Issuer" response is received 8 Obtain and pass 1 valid electronic authorization* 9 Security Code Indicator/Security Protocol Indicating merchant participating 	<ol style="list-style-type: none"> 1 N/A 2 N/A 3 Not eligible if MCC 5542-Automated Fuel Dispenser 4 Exceeds timeliness 1 day...Merit I...Otherwise...Standard 5 If missing or invalid...Standard 6 If MCC does not match in auth or clearing... Standard(excludes 4722 or 4511) 7 Approval Code mismatch in auth & clearing... Standard 8 No authorization or missing authorization date ... Standard 9 If Security Code Indicator/Security Protocol missing...Standard

65

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Public Sector	1.55% + \$0.10	Consumer Credit	1 Available to Courts (MCC 9211), Fines (MCC 9222), Bail Bonds (MCC 9223), Taxes (MCC 9311), Government not elsewhere classified (MCC 9399), Transportation (MCC 4111), Bridge/Road Fees & Tolls (MCC 4784), and Postal Services-Government only (MCC 9402)	1 Only eligible if Court, Fines, Bail Bonds, Taxes, Government not elsewhere classified, Transportation, Bridge/Road Fees & Tolls and Postal Services-Government only
World Public Sector	1.55% + \$0.10	World Card	2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ...Standard
World Elite Public Sector	1.55% + \$0.10	World Elite	3 Authorize and settle within 2 days	3 Exceed timeliness...Standard
Public Sector-Enhanced	1.55% + \$0.10	World Elite Enhanced	4 Authorization and settlement MCC must match	4 If MCC does not match...Standard
Supermarket-Credit	1.48% + \$0.05	Consumer Credit	5 Can settle within 10% of authorized amount	5 Exceed tolerance...Standard
Supermarket-Debit	1.05% + \$0.15 (\$0.35 cap)	Non-PIN Debit	1 Available to Supermarkets (MCC 5411)	1 Only eligible if Supermarket
Supermarket-World Card	1.58% + \$0.05	World Card	2 Swipe card, obtain customer's signature	2 Key-Entered... Merit I or Key Entered
Supermarket-World Elite	1.90% + \$0.05	World Elite	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ...Standard
Supermarket-Enhanced	1.48% + \$0.05	World Elite Enhanced	4 Authorize and settle within 1 day	4 Exceed timeliness... 1 Day Merit I...2 days Standard
			5 Can settle within 10% of authorized amount	5 Exceed tolerance...Standard
			6 Must be registered with MasterCard and have Supermarket (S) code	6 Incorrect MCC, not registered or missing indicator...Merit III
			7 Authorization and settlement MCC must match	7 If MCC does not match...Standard
Convenience-Credit	1.90%	Consumer Credit	1 Available to Miscellaneous Movie Theaters (MCC 7832), Fast Food Restaurants (MCC 5814), Food Stores (MCC 5499), and Taxicabs & Limousines (MCC 4121)	1 Only eligible if Miscellaneous Movie Theaters, Fast Food Restaurants, Food Stores and Taxicabs & Limousines
Convenience-World Card	2.00%	World Card	2 Swipe card or customer initiates a Card Activated Terminal (CAT), obtain customer's signature when the transaction is face-to-face	2 If key-entered... Key Entered or Merit I
Convenience-World Elite	2.00%	World Elite	3 If transaction is under \$25 and "Q" code on account no signature required	3 N/A
Convenience-Enhanced	1.90%	Enhanced	4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date ...Standard
			5 Authorize and settle within 1 day	5 Exceed timeliness... 1 Day Merit I...2 days Standard
			6 Require a CAT Level of "7" or space for Cardholder Activated Terminals	6 Missing/invalid CAT... Merit III
			7 \$25.00 transaction limit	7 If exceeds transaction limit... Merit III
			8 Convenience Stores (MCC 5499) and Movie Theaters (MCC 7832) can settle within 10% of the authorized amount for transactions over \$10.00. Restaurants (MCC 5814) and Taxicabs & Limousines (MCC 4121) are exempt from transaction tolerance.	8 Exceeds tolerance...Standard
			9 Authorization and settlement MCC must match	9 If MCC does not match...Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Passenger Transport-Credit	1.75% + \$0.10	Consumer Credit	1 Available to Passenger Transport merchants	1 Only eligible if Passenger Transport
Passenger Transport-Debit	1.60% + \$0.15	Non-PIN Debit	2 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	2 N/A
Passenger Transport-World Card	2.30% + \$0.10	World Card	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
Passenger Transport-Enhanced	1.90% + \$0.10	Enhanced	4 Settle within 8 days	4 Exceed timeliness... Standard
Consumer Standard-Credit	2.95% + \$0.10	Consumer Credit	5 Transaction must include passenger name, ticket number, issuing carrier and itinerary data in settlement	5 Missing Ticket number, Issuing Carrier... Standard ... Missing Itinerary Data... Merit I
Consumer Standard-Debit	1.90% + \$0.25	Non-PIN Debit	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Consumer Standard-World Card	2.95% + \$0.10	World Card	1 Swipe or key-enter transaction, obtain customer signature when the transaction is face-to-face	1 No downgrade from Standard
Consumer Standard-World Elite	3.25% + \$0.10	World Elite	2 Electronic authorization not required	2 No downgrade from Standard
Consumer Standard-Enhanced	2.95% + \$0.10	Enhanced	3 Settle within 29 days	3 No downgrade from Standard
Petroleum-Credit	1.90% (\$0.95 cap)	Consumer Credit	1 Available to Service Stations (MCC 5541) or Automated Fuel Dispensers (MCC 5542)	1 Only eligible if a Service Station or Automated Fuel Dispenser
Petroleum-World Card	2.00% (\$0.95 cap)	World Card	2 Swipe card, obtain customer's signature	2 If key-entered or missing transponder... Key Entered
Petroleum-World Elite	2.00% (\$0.95 cap)	World Elite	3 Authorize and settle within 1 day	3 Exceed timeliness... 1 day... Merit I... 2 days... Standard
Petroleum-Enhanced	1.90% (\$0.95 cap)	Enhanced	4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date ... Standard
Service Station-Debit	0.70% + \$0.17 (\$0.95 cap)	Non-PIN Debit	5 MCC 5542 Magnetic Stripe read requires CAT Level of '1' or '2'. Transponder read requires CAT Level of '7'.	5 Missing/invalid CAT level... Standard
Petroleum / Automated Fuel Dispenser-Debit	0.70% + \$0.17 (\$0.95 cap)	Non-PIN Debit	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Emerging Market Debit	0.80% + \$0.25	Non-PIN Debit	1 Available to Government (MCC 9211, 9222, 9223, 9311, 9399), Schools (MCC 8211, 8220, 8299), Utilities (MCC 4900, 4899), Insurance (MCC 6300, 5960), Transportation (MCC 4111), Bridge & Road Fees/Tolls (MCC 4784), Postal Services-Government only (MCC 9402)	1 Only eligible if Government, Schools, Utilities, Insurance, Transportation, Bridges & Road Fees/Tolls or Postal Services-Government only
			2 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	2 N/A
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
			4 Authorize and settle within 2 days	4 Exceed timeliness... Standard
			5 Authorization and settlement MCC must match	5 If MCC does not match... Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Restaurant Debit	1.79% + \$0.10	Non-PIN Debit	1 Available to Restaurants (MCC 5812) & Fast Food Restaurants (MCC 5814)	1 Only eligible if a Restaurant or Fast Food Restaurant
			2 Swipe card, obtain customer's signature	2 If key-entered...Key Entered or Merit I
			3 Authorize and settle within 1 day	3 Exceeds timeliness...1 day...Merit I...2 days...Standard
			4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date...Standard
			5 Authorization and settlement MCC must match	5 MCC does not match...Standard
Small Ticket Debit	1.55% + \$0.04	Non-PIN Debit	1 Available to Local Commuter Transport (MCC 4111), Taxicab & Limousine Service (MCC 4121), Parking Lots (MCC 7523), Video Rental (MCC 7841), Theaters (MCC 7832), Misc Food Stores (MCC 5499), Restaurants (MCC 5812) & Fast Food Restaurants (MCC 5814); Bus Lines (MCC 4131), Bridge & Road Tolls (MCC 4784), News Dealers & Newsstands (MCC 5994), Laundry Services (MCC 7211), Dry Cleaners (MC 7216), Quick Copy, Reproduction & Blueprinting Services (MCC 7338), Car Washes (MCC 7542)	1 Only eligible if Local Commuter Transport, Taxicab & Limousine Service, Parking Lots, Video Rental, Theaters, Misc Food Stores, Restaurants & Fast Food Restaurants; Bus Lines, Bridge & Road Tolls, News Dealers & Newsstands, Laundry Services, Dry Cleaners, Quick Copy, Reproduction & Blueprinting Services, Car Washes
			2 Swipe card, customer's signature not required except for MCC 5812.	2 If key-entered... Merit I
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization data ... Standard
			4 Authorize and settle within 1 day	4 Exceed timeliness...1 day...Merit I...2 days...Standard
			5 Restaurants (MCC 5812, 5814) and Taxicabs & Limousines (MCC4121) are exempt from transaction tolerance, others can settle within 10%	5 Exceeds tolerance ... Standard
			6 Must be equal to or less than \$15.00	6 Exceeds transaction amount... Merit III or Restaurant Debit
			7 Authorization and settlement MCC must match	7 If MCC does not match... Standard.
Utility-Credit Utility-Debit Utility-World Card Utility-World Elite Utility-Enhanced	\$0.65 \$0.45 \$0.65 \$0.75 \$0.65	Consumer Credit Non-PIN Debit World Card World Elite Enhanced	1 Swiped or Key-enter transaction	1 N/A
			2 Obtain and pass 1 valid electronic authorization	2 No authorization or missing authorization data ... Standard
			3 Available to utility merchants with MCC 4900 (water, gas, electrical, sanitation)	3 Only eligible if a utility company (MCC 4900)
			4 Authorize and settle within 1 day	4 Exceeds timeliness...1 day...Merit I. Otherwise...Standard
			5 Can settle within 10% of authorized amount	5 If exceeds tolerance... Standard
			6 Must be registered with MasterCard	6 Only eligible if registered.
			7 Authorization and settlement MCC must match	7 If MCC does not match... Standard.

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons*** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
World MasterCard T&E World Elite T&E	2.30% + \$0.10 2.75% + \$0.10	World Card World Elite	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	1 N/A
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
			3 Settle within 2 days, Hotels, Car Rental Agencies & Cruise Lines are exempt from timeliness edits	3 Exceed timeliness... Standard
			4 Authorization and settlement MCC must match	4 If MCC does not match... Standard
			5 T&E*** merchants only	5 Only eligible if a T&E*** merchant
			6 Vehicle Rental merchants must include the Rental Agreement number and Return Location ID	6 If Rental Agreement number and Return Location ID not present... Standard
			7 MCC 5812 transaction must be greater than \$60.00	7 If less than or equal to \$60.00... World/World Elite Restaurant
World MasterCard Restaurant World Elite Restaurant	1.73% + \$0.10 1.73% + \$0.10	World Card World Elite	1 Available to Restaurants (MCC 5812) with a transaction amount equal to or less than \$60.00	1 If MCC 5812 and greater than \$60.00... World/World Elite MC T&E***
			2 Swipe card, obtain customer's signature	2 If key-entered... Key Entered or Merit I
			3 Authorize and settle within 1 day	3 Exceeds timeliness... 1 day... Merit I... 2 days... Standard
			4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date... Standard
			5 Authorization and settlement MCC must match	5 MCC does not match... Standard
World Elite Airline	2.30% + \$0.10	World Elite	1 Available to Airline merchants (MCC 3000-3350, 4511)	1 Only eligible if a Airline
			2 Swipe or key-enter transactions, obtain customer's signature when the transaction is face-to-face	2 N/A
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
			4 Settle within 2 days	4 Exceed timeliness... Standard
			5 Transaction must include passenger name, ticket number, issuing carrier and itinerary data in settlement	5 Missing ticket number, issuing carrier... Standard... Missing itinerary data... Merit I
			6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Foreign Electronic (Intl Electronic Interchange-IEI)	1.61%	Consumer Credit-Non US Issued	1 Swipe card, obtain customer's signature	1 If key-entered... Foreign Standard
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Foreign Standard
			3 Settle within 4 days	3 Exceed timeliness... Foreign Standard
			4 Can settle within 10% of authorized amount	4 Exceed authorization tolerance... Foreign Standard
			5 MO/TO MCC's (5960, 5962, 5964, 5966, 5967, 5968, or 5969) not eligible	5 If MO/TO MCC... Foreign Standard
			6 Authorization and settlement MCC must match	6 If MCC does not match... Foreign Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Foreign Standard	2.14% + \$0.10	Consumer Credit-Non US Issued	1 Swipe or key-enter transaction, obtain customer signature when the transaction is face-to-face 2 Settle within 29 days	1 No downgrade from Foreign Standard
(Intl Standard Interchange-ISI)				
Travel Premier Service (TIPS)-Credit	1.58% + \$0.10	Consumer Credit	1 Merchants with a Non-Generic T&E*** MCC code (except cruise lines MCC 4411)	2 No downgrade from Foreign Standard
Travel Premier Service (TIPS)-Debit	1.36% + \$0.15	Non-PIN Debit	2 Key-enter transaction on subsequent stays with signature on file	1 Only eligible if a Non-Generic T&E*** MCC
Travel Premier Service (TIPS)-Enhanced	1.90% + \$0.10	Enhanced	3 Obtain and pass 1 valid electronic authorization* 4 Settle within 1 day 5 Registered with MasterCard, Preferred Customer indicator must be present 6 Transaction must include settlement detail addendum 7 Authorization and settlement MCC must match	2 N/A 3 No authorization or missing authorization date... Standard 4 Exceed timeliness... 1 Day Merit I... 2 days Standard 5 Missing Preferred Customer indicator... Merit I 6 Missing detail addendum... Merit I 7 If MCC does not match... Standard
Service Industries Incentive Program (SIIP)-Credit	1.15% + \$0.05	Consumer Credit	1 Key-enter transaction	1 If swiped... Merit III
Service Industries Incentive Program (SIIP)-Debit	1.15% + \$0.05	Non-PIN Debit	2 Available to Insurance Services (MCC 5960), Utility (MCC 4900), Insurance (MCC 6300), and Cable & Telecommunication (MCC 4812, 4814, 4899) merchants	2 Only eligible if Insurance Services, Utility, Insurance, and Cable & Telecommunication
Service Industries Incentive Program (SIIP)-World Card	1.15% + \$0.05	World Card	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
Service Industries Incentive Program (SIIP)-World Elite	1.15% + \$0.05	World Elite	4 Authorize and settle within 1 day	4 Exceed timeliness... 1 Day Merit I... 2 days Standard
Service Industries Incentive Program (SIIP)-Enhanced	1.15% + \$0.05	Enhanced	5 Can settle within 10% of authorized amount 6 Must be registered with MasterCard and Recurring Payments indicator must be present 7 Authorization and settlement MCC must match	5 If exceeds tolerance... Standard 6 No recurring indicator... Merit I 7 If MCC does not match... Standard
Commercial T&E II - Corporate	2.20% + \$0.10	Corporate	1 Available to T&E*** merchants; *Restaurants are not eligible - Best Commercial card rate for T&E*** 2 Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face 3 Obtain and pass 1 valid electronic authorization*	1 Obtain eligible if not a T&E*** merchant 2 N/A 3 No authorization or missing authorization date... Corp Standard
Commercial T&E II - Business	2.20% + \$0.10	Business	4 Settle within 2 days, Airline 8 days 5 Must pass industry specific T&E*** II criteria; folio number, rental agreement number, check-in/pick up and checkout/return dates, duration, no show indicator/extra charge indicator	4 Exceed timeliness... Corp Standard 5 If not T&E*** criteria... Corp T&E I
Commercial T&E II - Purchase	2.20% + \$0.10	Purchasing/Fleet	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Commercial T&E II - World Corporate	2.20% + \$0.10	World Corporate	7 Exempt from amount tolerance	7 N/A
Commercial T&E II - World Business	2.35% + \$0.10	World Business		
Commercial T&E II - World Elite Corporate	2.20% + \$0.10	World Elite Corporate		
Commercial T&E II - World Elite Business	2.35% + \$0.10	World Elite Business		

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Passenger Transport-Credit	1.75% + \$0.10	Consumer Credit	1 Available to Passenger Transport merchants	1 Only eligible if Passenger Transport
Passenger Transport-Debit	1.60% + \$0.15	Non-PIN Debit	2 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	2 N/A
Passenger Transport-World Card	2.30% + \$0.10	World Card	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
Passenger Transport-Enhanced	1.90% + \$0.10	Enhanced	4 Settle within 8 days	4 Exceed timeliness... Standard
			5 Transaction must include passenger name, ticket number, issuing carrier and itinerary data in settlement	5 Missing Ticket number, Issuing Carrier... Standard... Missing Itinerary Data... Merit I
			6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Consumer Standard-Credit	2.95% + \$0.10	Consumer Credit	1 Swipe or key-enter transaction, obtain customer signature when the transaction is face-to-face	1 No downgrade from Standard
Consumer Standard-Debit	1.90% + \$0.25	Non-PIN Debit	2 Electronic authorization not required	2 No downgrade from Standard
Consumer Standard-World Card	2.95% + \$0.10	World Card	3 Settle within 29 days	3 No downgrade from Standard
Consumer Standard-World Elite	3.25% + \$0.10	World Elite		
Consumer Standard-Enhanced	2.95% + \$0.10	Enhanced		
Petroleum-Credit	1.90% (\$0.95 cap)	Consumer Credit	1 Available to Service Stations (MCC 5541) or Automated Fuel Dispensers (MCC 5542)	1 Only eligible if a Service Station or Automated Fuel Dispenser
Petroleum-World Card	2.00% (\$0.95 cap)	World Card	2 Swipe card, obtain customer's signature	2 If key-entered or missing transponder... Key Entered
Petroleum-World Elite	2.00% (\$0.95 cap)	World Elite	3 Authorize and settle within 1 day	3 Exceed timeliness... 1 day... Merit I... 2 days... Standard
Petroleum-Enhanced	1.90% (\$0.95 cap)	Enhanced	4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date ... Standard
Service Station-Debit	0.70% + \$0.17 (\$0.95 cap)	Non-PIN Debit	5 MCC 5542 Magnetic Stripe read requires CAT Level of '1' or '2'. Transponder read requires CAT Level of '7'.	5 Missing/invalid CAT level... Standard
Petroleum / Automated Fuel Dispenser-Debit	0.70% + \$0.17 (\$0.95 cap)	Non-PIN Debit	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Emerging Market Debit	0.80% + \$0.25	Non-PIN Debit	1 Available to Government (MCC 9211, 9222, 9223, 9311, 9399), Schools (MCC 8211, 8220, 8299), Utilities (MCC 4900, 4899), Insurance (MCC 6300, 5960), Transportation (MCC 4111), Bridge & Road Fees/Tolls (MCC 4784), Postal Services-Government only (MCC 9402)	1 Only eligible if Government, Schools, Utilities, Insurance, Transportation, Bridges & Road Fees/Tolls or Postal Services Government only
			2 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	2 N/A
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
			4 Authorize and settle within 2 days	4 Exceed timeliness... Standard
			5 Authorization and settlement MCC must match	5 If MCC does not match... Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Restaurant Debit	1.19% + \$0.10	Non-PIN Debit	1 Available to Restaurants (MCC 5812) & Fast Food Restaurants (MCC 5814)	1 Only eligible if a Restaurant or Fast Food Restaurant
			2 Swipe card, obtain customer's signature	2 If key-entered... Key Entered or Merit I
			3 Authorize and settle within 1 day	3 Exceeds timeliness... 1 day... Merit I... 2 days... Standard
			4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date... Standard
			5 Authorization and settlement MCC must match	5 MCC does not match... Standard
Small Ticket Debit	1.55% + \$0.04	Non-PIN Debit	1 Available to Local Computer Transport (MCC 4111), Taxicab & Limousine Service (MCC 4121), Parking Lots (MCC 7523), Video Rental (MCC 7841), Theaters (MCC 7832), Misc Food Stores (MCC 5499), Restaurants (MCC 5812) & Fast Food Restaurants (MCC 5814); Bus Lines (MCC 4131), Bridge & Road Tolls (MCC 4784), News Dealers & Newsstands (MCC 5994), Laundry Services (MCC 7211), Dry Cleaners (MCC 7216), Quick Copy, Reproduction & Blueprinting Services (MCC 7338), Car Washes (MCC 7542)	1 Only eligible if Local Computer Transport, Taxicab & Limousine Service, Parking Lots, Video Rental, Theaters, Misc Food Stores, Restaurants & Fast Food Restaurants; Bus Lines, Bridge & Road Tolls, News Dealers & Newsstands, Laundry Services, Dry Cleaners, Quick Copy, Reproduction & Blueprinting Services, Car Washes
			2 Swipe card, customer's signature not required except for MCC 5812.	2 If key-entered... Merit I
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization data... Standard
			4 Authorize and settle within 1 day	4 Exceed timeliness... 1 day... Merit I... 2 days... Standard
			5 Restaurants (MCC 5812, 5814) and Taxicabs & Limousines (MCC 4121) are exempt from transaction tolerance, others can settle within 10%	5 Exceeds tolerance... Standard
			6 Must be equal to or less than \$15.00	6 Exceeds transaction amount... Merit III or Restaurant Debit
			7 Authorization and settlement MCC must match	7 If MCC does not match... Standard.
Utility-Credit Utility-Debit Utility-World Card Utility-World Elite Utility-Enhanced	\$0.65 \$0.45 \$0.65 \$0.75 \$0.65	Consumer Credit Non-PIN Debit World Card World Elite Enhanced	1 Swiped or Key-enter transaction	1 N/A
			2 Obtain and pass 1 valid electronic authorization	2 No authorization or missing authorization data... Standard
			3 Available to utility merchants with MCC 4900 (water, gas, electrical, sanitation)	3 Only eligible if a utility company (MCC 4900)
			4 Authorize and settle within 1 day	4 Exceeds timeliness... 1 day... Merit I. Otherwise... Standard
			5 Can settle within 10% of authorized amount	5 If exceeds tolerance... Standard
			6 Must be registered with MasterCard	6 Only eligible if registered.
			7 Authorization and settlement MCC must match	7 If MCC does not match... Standard.

68

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
World MasterCard T&E	2.30% + \$0.10	World Card	1 Swipe or key-enter transaction, obtain customer's signature when the transaction is face-to-face	1 N/A
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Standard
World Elite T&E	2.75% + \$0.10	World Elite	3 Settle within 2 days, Hotels, Car Rental Agencies & Cruise Lines are exempt from timeliness edits	3 Exceed timeliness... Standard
			4 Authorization and settlement MCC must match	4 If MCC does not match... Standard
			5 T&E*** merchants only	5 Only eligible if a T&E*** merchant
			6 Vehicle Rental merchants must include the Rental Agreement number and Return Location ID	6 If Rental Agreement number and Return Location ID not present... Standard
			7 MCC 5812 transaction must be greater than \$60.00	7 If less than or equal to \$60.00... World/World Elite Restaurant
			1 Available to Restaurants (MCC 5812) with a transaction amount equal to or less than \$60.00	1 If MCC 5812 and greater than \$60.00... World/World Elite MC T&E***
			2 Swipe card, obtain customer's signature	2 If key-entered... Key Entered or Merit I
3 Authorize and settle within 1 day	3 Exceeds timeliness... 1 day... Merit I... 2 days... Standard			
4 Obtain and pass 1 valid electronic authorization*	4 No authorization or missing authorization date... Standard			
World MasterCard Restaurant	1.73% + \$0.10	World Card	5 Authorization and settlement MCC must match	5 MCC does not match... Standard
			1 Available to Airline merchants (MCC 3000-3350, 4511)	1 Only eligible if a Airline
			2 Swipe or key-enter transactions, obtain customer's signature when the transaction is face-to-face	2 N/A
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
			4 Settle within 2 days	4 Exceed timeliness... Standard
World Elite Airline	2.30% + \$0.10	World Elite	5 Transaction must include passenger name, ticket number, issuing carrier and itinerary data in settlement	5 Missing ticket number, issuing carrier... Standard... Missing itinerary data... Merit I
			6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
			1 Swipe card, obtain customer's signature	1 If key-entered... Foreign Standard
			2 Obtain and pass 1 valid electronic authorization*	2 No authorization or missing authorization date ... Foreign Standard
			3 Settle within 4 days	3 Exceed timeliness... Foreign Standard
			4 Can settle within 10% of authorized amount	4 Exceed authorization tolerance... Foreign Standard
Foreign Electronic (Intl Electronic Interchange-IEI)	1.61%	Consumer Credit-Non US Issued	5 MO/TO MCC's (5960, 5962, 5964, 5965, 5966, 5967, 5968, or 5969) not eligible	5 If MO/TO MCC... Foreign Standard
			6 Authorization and settlement MCC must match	6 If MCC does not match... Foreign Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Foreign Standard	2.14% + \$0.10	Consumer Credit-Non US Issued	1 Swipe or key-enter transaction, obtain customer signature when the transaction is face-to-face 2 Settle within 29 days	1 No downgrade from Foreign Standard
(Intl Standard Interchange-ISI)				2 No downgrade from Foreign Standard
Travel Premier Service (TIPS)-Credit	1.58% + \$0.10	Consumer Credit	1 Merchants with a Non-Generic T&E*** MCC code (except cruise lines MCC 4411)	1 Only eligible if a Non-Generic T&E*** MCC
Travel Premier Service (TIPS)-Debit	1.36% + \$0.15	Non-PIN Debit	2 Key-enter transaction on subsequent stays with signature on file	2 N/A
Travel Premier Service (TIPS)-Enhanced	1.90% + \$0.10	Enhanced	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date...Standard
			4 Settle within 1 day	4 Exceed timeliness... 1 Day Merit I...2 days Standard
			5 Registered with MasterCard, Preferred Customer indicator must be present	5 Missing Preferred Customer Indicator ...Merit I
			6 Transaction must include settlement detail addendum	6 Missing detail addendum... Merit I
			7 Authorization and settlement MCC must match	7 If MCC does not match...Standard
Service Industries Incentive Program (SIIP)-Credit	1.15% + \$0.05	Consumer Credit	1 Key-enter transaction	1 If swiped... Merit III
Service Industries Incentive Program (SIIP)-Debit	1.15% + \$0.05	Non-PIN Debit	2 Available to Insurance Services (MCC 5960), Utility (MCC 4900), Insurance (MCC 6300), and Cable & Telecommunication (MCC 4812, 4814, 4899) merchants	2 Only eligible if Insurance Services, Utility, Insurance, and Cable & Telecommunication
Service Industries Incentive Program (SIIP)-World Card	1.15% + \$0.05	World Card	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Standard
Service Industries Incentive Program (SIIP)-World Elite	1.15% + \$0.05	World Elite	4 Authorize and settle within 1 day	4 Exceed timeliness... 1 Day Merit I...2 days Standard
Service Industries Incentive Program (SIIP)-Enhanced	1.15% + \$0.05	Enhanced	5 Can settle within 10% of authorized amount	5 If exceeds tolerance...Standard
			6 Must be registered with MasterCard and Recurring Payments indicator must be present	6 No recurring indicator... Merit I
			7 Authorization and settlement MCC must match	7 If MCC does not match... Standard
Commercial T&E II - Corporate	2.20% +\$0.10	Corporate	1 Available to T&E*** merchants; *Restaurants are not eligible - Best Commercial card rate for T&E***	1 Obtain eligible if not a T&E*** merchant
Commercial T&E II - Business	2.20% +\$0.10	Business	2 Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face	2 N/A
Commercial T&E II - Purchase	2.20% +\$0.10	Purchasing/Fleet	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date...Corp Standard
Commercial T&E II - World Corporate	2.20% +\$0.10	World Corporate	4 Settle within 2 days, Airline 8 days	4 Exceed timeliness...Corp Standard
Commercial T&E II - World Business	2.35% +\$0.10	World Business	5 Must pass industry specific T&E*** II criteria; folio number, rental agreement number, check-in/pick up and checkout/return dates, duration, no show indicator/extra charge indicator	5 If not T&E*** criteria...Corp T&E I
Commercial T&E II - World Elite Corporate	2.20% +\$0.10	World Elite Corporate	6 Authorization and settlement MCC must match	6 If MCC does not match... Standard
Commercial T&E II - World Elite Business	2.35% +\$0.10	World Elite Business	7 Exempt from amount tolerance	7 N/A

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Commercial T&E I - Corporate	2.35%	Corporate Business	1 Available to T&E*** merchants	1 Only eligible if a T&E*** merchant
Commercial T&E I - Business	2.35%		2 Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face	2 N/A
Commercial T&E I - Purchase	2.35%	Purchasing/Fleet	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Corporate Standard
Commercial T&E I - World Corporate	2.35%	World Corporate	4 Settle within 2 days, Airline 8 days	4 Exceed timeliness... Corporate Standard
Commercial T&E I - World Business	2.50%	World Business	5 Authorization and settlement MCC must match	5 If MCC does not match... Corporate Standard
Commercial T&E I - World Elite Corporate	2.35%	World Elite Corporate	6 Exempt from amount tolerance	6 N/A
Commercial T&E I - World Elite Business	2.50%	World Elite Business		
T&E Large Ticket - World Elite	2.00%	Consumer World Elite	1 Available to T&E*** merchants	1 Only eligible if a T&E*** merchant
			2 Swipe or key-enter transaction, obtain customer's signature when transaction is face-to-face	2 N/A
			3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date ... Corporate Standard
			4 Must be equal to or greater than \$2500.00	4 If less than \$2500.00... Corp T&E III, Corp T&E II, or Corp T&E I
			5 Settle within 2 days	5 Exceed timeliness... Corporate Standard
Commercial Data Rate III - Corporate	1.75%	Corporate Business	1 Swipe or Key-enter transaction	1 N/A
Commercial Data Rate III - Business	1.75%		2 Non-T&E*** merchant	2 If T&E*** MCC... Corporate T&E*** I or Corporate T&E*** II
Commercial Data Rate III - Purchase	1.75%	Purchasing/Fleet	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date... Corp Standard
Commercial Data Rate III - World Corporate	1.75%	World Corporate	4 Must submit a valid tax id	4 Invalid tax id ... Corp Standard
Commercial Data Rate III - World Business	1.75%	World Business	5 Settle within 2 days	5 Exceed timeliness... Corp Standard
Commercial Data Rate III - World Elite Corporate	1.75%	World Elite Corporate	6 Must pass Level II and Level III Data**	6 If missing Level III Data... Corp Data Rate II... If missing Level III Data... Corp Data Rate I
Commercial Data Rate III - World Elite Business	1.75%	World Elite Business	7 Authorization and settlement MCC must match	7 If MCC does not match... Corp Standard

Interchange Level	Interchange Rate	Card Type	Primary Qualification Criteria Primary qualification criteria applies to the card products listed in the Card Type column unless otherwise indicated	Possible Downgrade Reasons**** Downgrade Interchange levels & reasons refer to the card products listed in the Card Type column unless otherwise indicated
Commercial Large Ticket I - Corporate	1.20% + \$40.00	Corporate	1 Swipe or Key-enter transaction, obtain customer's signature when transaction is face-to-face	1 N/A
Commercial Large Ticket I - Business	1.20% + \$40.00	Business	2 Non-T&E*** merchants	2 If T&E*** MCC... Corp T&E*** I or Corp T&E*** II
Commercial Large Ticket I - Purchase	1.20% + \$40.00	Purchasing	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date... Corp Standard
Commercial Large Ticket I - Fleet	1.20% + \$40.00	Fleet	4 Must submit a valid tax id	4 Invalid tax id ... Corp Standard
Commercial Large Ticket I - World Corporate	1.20% + \$40.00	World Corporate	5 Settle within 1 day	5 Exceed timeliness... 1 day Corp Data Rate II... 2 days... Corp Standard
Commercial Large Ticket I - World Business	1.35% + \$40.00	World Business	6 For Commercial Large Ticket I (Corporate, Business, Purchase, World Corporate and World Elite Corporate) transaction must be greater than \$7,272.73 and less than/equal to \$25,000. For Commercial Large Ticket I (World Business and World Elite Business) transaction must be greater than \$10,000 and less than/equal to \$25,000. For Commercial Large Ticket I (Fleet) transaction must be greater than \$4,705.88 and less than/equal to \$25,000.	6 Under minimum transaction amount... Corp Data Rate III. Exceeds maximum transaction amount... Commercial Card Large Ticket II or III.
Commercial Large Ticket I - World Elite Corporate	1.20% + \$40.00	World Elite Corporate	7 Can settle within 25% of the authorized amount. AFD (MCC 5542), Bars (MCC 5813), and Fast Food Restaurants (MCC 5814) are exempt from the tolerance test.	7 If exceeds tolerance ... Corp Standard
Commercial Large Ticket I - World Elite Business	1.35% + \$40.00	World Elite Business	8 Must pass Level II & III Data**	8 If Level III Data missing but Level II present... Corp Data Rate II... If missing Level II and Level III... Corp Data Rate I or Corp Standard.
Commercial Large Ticket II - Corporate	1.20% + \$40.00	Corporate	9 Authorization and settlement MCC must match	9 If MCC does not match... Corp Standard
Commercial Large Ticket II - Business	1.20% + \$40.00	Business	1 Swipe or Key-enter transaction, obtain customer's signature when transaction is face-to-face	1 N/A
Commercial Large Ticket II - Purchase	1.20% + \$40.00	Purchasing	2 Non-T&E*** merchants	2 If T&E*** MCC... Corp T&E*** I or Corp T&E*** II
Commercial Large Ticket II - Fleet	1.20% + \$40.00	Fleet	3 Obtain and pass 1 valid electronic authorization*	3 No authorization or missing authorization date... Corp Standard
Commercial Large Ticket II - World Corporate	1.20% + \$40.00	World Corporate	4 Must submit a valid tax id	4 Invalid tax id ... Corp Standard
Commercial Large Ticket II - World Business	1.35% + \$40.00	World Business	5 Settle within 1 day	5 Exceed timeliness... 1 day Corp Data Rate II... 2 days... Corp Standard
Commercial Large Ticket II - World Elite Corporate	1.20% + \$40.00	World Elite Corporate	6 Transaction must be greater than \$25,000.00 but less than/equal to \$100,000	6 Under \$25,000... Commercial Card Large Ticket I or Corp Data Rate III. If greater than \$100,000... Commercial Card Large Ticket III.
Commercial Large Ticket II - World Elite Business	1.35% + \$40.00	World Elite Business	7 Can settle within 25% of the authorized amount. AFD (MCC 5542), Bars (MCC 5813), and Fast Food Restaurants (MCC 5814) are exempt from the tolerance test.	7 If exceeds tolerance ... Corp Standard
Commercial Large Ticket II - World Elite Business	1.35% + \$40.00	World Elite Business	8 Must pass Level II & III Data**	8 If Level III Data missing but Level II present... Corp Data Rate II... If missing Level II and Level III... Corp Data Rate I or Corp Standard.
Commercial Large Ticket II - World Elite Business	1.35% + \$40.00	World Elite Business	9 Authorization and settlement MCC must match	9 If MCC does not match... Corp Standard

72