

**Purchase Order**



Marshall University  
Office of Purchasing  
One John Marshall Drive  
Huntington WV, 25755-4100  
Direct all inquires regarding this order to: (304) 696-2820

**Purchase Order #**  
MU22PREPDCARD

TO:  
U.S. Bank  
200 South 6th Street  
Minneapolis, MN 55402  
  
FEIN: 31-0841368      PH: 612-973-1089

Vendor Code:  
31-0841368

Ship to:  
n/a  
  
Room #

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  
  
WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
4/20/2023	FY23	JH			NET 30	MU22PREPDCARD

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of U.S. Bank

signed by Peter Klukken

Title SVP, General Manager Prepaid Division

on 7/26/2022

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
West Virginia Attorney General

By: \_\_\_\_\_  
Chief Counsel

Approved as to form this 16th day of Feb, 2023  
Patric Morrisey, Attorney General

By: [Signature]  
Senior Deputy Attorney General

Prepaid and/or Pay Card Solution  
Effective: 4/20/2023 - 4/19/2024  
with four (4) optional one-year renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX  
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount
1.				
2.				
3.				
4.				

Total: **OPEN-END**

Mail Original Invoice and 1 Copy to:  
Marshall University Accounts Payable  
One John Marshall Drive Huntington,  
WV 25755-4500

Michelle Wheeler 4/19/23  
Authorized Signature Date

Request for Proposals  
 MU22PREPDCARD  
 Marshall University Prepaid and / or Pay Card Solution  
 Exhibit A - Pricing Page

Description	Unit of Measure	Cost
<b>Client Fees</b>		
Program Configuration and Setup (per unique program) Must include up to ten (10) Program Administrators	One Time Setup Fee	\$0.00
Program Fee	Monthly	\$0.00
Card Ordered	Each	\$0.00
Card Issuance Fee	Each	\$0.00
Load Fee	Per Card Per Month	\$0.00
Card Load Fee	Per Card Per Load	\$0.00
<b>Optional Fees - Client Fees</b>		
Setup Fee for Additional Program Administrators	10	\$0.00
Bulk Card Shipping Fee	Per Order if Cards are Shipped to Client	\$0.00
Single-Color Logo	Per Card	\$0.00
Batchloader Transmission Setup	One Time Fee	\$0.00
Customization of Card, Card Carrier, Inserts, Marketing Materials	One Time Setup Fee	\$0.00
<b>Cardholder Fees</b>		
Purchase (Signature & PIN including cash back	Per Transaction	\$0.00

Request for Proposals  
 MU22PREPDCARD  
 Marshall University Prepaid and / or Pay Card Solution  
 Exhibit A - Pricing Page

Description	Unit of Measure	Cost
Declined Purchase (Signature or PIN)	Per Transaction	\$0.00
<b>Exhibit A - Pricing Page</b>		
Foreign Use (outside of US)	Per Transaction	3.00%
ATM Withdrawal	Per Transaction	\$0.00
ATM Withdrawal from another Vendor's Machine	Per Transaction	\$2.50
Declined ATM Withdrawal	Per Transaction	\$0.00
ATM Balance Inquiry	Per Transaction	\$1.00
Teller Cash Withdrawal	Per Transaction	\$0.00
IVRU Phone Inquiry and Website Access	Per Transaction	\$0.00
Operator Assisted Phone Inquiry	Per Transaction	\$0.00
Operator Assisted Phone Inquiry if Card is Lost / Stolen or there is an Error / Dispute	Per Transaction	\$0.00
Statement Available Online	Monthly	\$0.00
Balance Refund	Per Card	\$0.00
Monthly Inactivity After 12 Months of No Card Activity	Per Card	\$3.00 (after 180 days)

**BID SCENARIOS**

For bid evaluation purposed only, please provide pricing for the following three bid scenarios:

**Scenario A: Prepaid Card for Student Travel in US**

Scope of Work: Provide a prepaid card to be used by student athletes while out of town.

Eighty (80) Cards Ordered X Fee for Each Prepaid Card \$ 0.00 = \$0.00

Monthly Program Fee X Eighty (80) Prepaid Cards \$ 0.00 = \$0.00

Prepaid Card Issuance Fee X Eighty (80) Prepaid Cards \$ 0.00 = \$0.00

Request for Proposals  
 MU22PREPDCARD  
 Marshall University Prepaid and / or Pay Card Solution  
 Exhibit A - Pricing Page

Description	Unit of Measure	Cost
Prepaid Card Monthly Load Fee X Eighty (80) Prepaid Cards \$ 0.00	=	\$0.00
Prepaid Card for a Single Logo Color X Eighty (80) Prepaid Cards \$ 0.00	=	\$0.00
Prepaid Card Purchase X Eighty (80) Prepaid Cards \$ 0.00	=	\$0.00
Prepaid Card ATM Withdrawal X Two Hundred (200) Prepaid Card Transactions \$ 0.00	=	\$0.00
<b>SCENARIO A TOTAL COST: \$0.00</b>		
<b>Scenario B: Prepaid Card for Student International Travel</b>		
<i>Scope of Work: Provide a Prepaid card to be used by honors students on international travel.</i>		
Prepaid Card Monthly Load Fee X Twenty (20) Prepaid Cards \$ 0.00	=	\$0.00
Prepaid Card Purchase X Eighty (80) Prepaid Transactions \$ 0.00	=	\$0.00
Foreign Use (Outside of US) X Forty (40) Prepaid Card Transactions \$ 3%	=	3% of transaction amount
Operator Assisted Phone Inquiry if Prepaid Card is Lost / Stolen or there is an Error / Dispute X One (1) Prepaid Card \$ 0.00	=	\$0.00
<b>SCENARIO B TOTAL COST: 3% of transaction amount</b>		
<b>Scenario C: Loss of Prepaid Card While Student is on Travel</b>		
<i>Scope of Work: Prepaid card is lost and must be replaced by the following day.</i>		
Operator Assisted Phone Inquiry if Card is Lost / Stolen or there is an Error / Dispute X One (1) Prepaid Card \$ 0.00	=	\$0.00
Balance Refund X One (1) Prepaid Card \$ 0.00	=	\$0.00
Card Replacement (Via US Mail) X One (1) Prepaid Card \$ 0.00	=	\$0.00
<b>SCENARIO C TOTAL COST: \$0.00</b>		
<b>Scenario A Total Cost: + Scenario B Total Cost: + Scenario C Total Cost: =</b>		
<b>TOTAL COST OF SCENARIO A + B + C = 3% of foreign transaction amount</b>		

Award will be based on the Total Cost of Bid Scenarios A+B+C.

Strategic leadership.  
Superior solutions.  
Trusted partnership.

Proposal for a Prepaid Expense Card  
Program

usbank

PRESENTED TO  
**Marshall University**  
**Justin Hawthorne**  
*Purchasing Agent*

**Technical Proposal**  
July 28, 2022  
RFP # MU22PREPDCARD

SUBMITTED BY  
**Peter Klukken**  
*Senior Vice President, General Manager  
Prepaid*



U.S. Bank  
200 South 6th Street  
Minneapolis, MN 55402  
970.682.2755  
tal.vaadia@usbank.com



Prepaid Cards  
200 South 6<sup>th</sup> Street  
Minneapolis, MN 55402  
usbankprepaid.com

July 28, 2022

Justin Hawthorne  
Purchasing Agent  
Marshall University Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755

Dear Mr. Hawthorne,

We recognize this is an important business decision for Marshall University and we realize how it impacts people across the University. From the outset, we want you to know that the U.S. Bank team is here to help every step of the way and we appreciate the trust you will be placing in us as a partner.

With U.S. Bank, you have the benefit of a prepaid card program pioneer and the unprecedented expertise that comes from a provider who supports numerous higher education clients with our prepaid card solutions. Our account team has decades of higher education experience that offers unique understanding of your specific needs and realities. The University can count on them for insights, assistance and a true commitment to delivering the efficiency, control and continuous improvement that a market-leading prepaid card program can offer you.

Our payment solutions combine transparency and compliance advantages with measurable savings to help you responsibly run your operations. We are always here to help make sure your card program advantages are realized throughout our relationship. With our ongoing investment in optimizing your program, you can see combined savings and revenue impact on your bottom-line.

Our team is excited about the opportunity to help you launch your program and we would like to personally share our offering with you as we continue our conversation. I am happy to provide any additional information that your team may need in making a determination and can be reached at 970-682-2755 or [tal.vaadia@usbank.com](mailto:tal.vaadia@usbank.com), or to Jim Marshall at 513-277-5658 or [jim.marshall@usbank.com](mailto:jim.marshall@usbank.com).

Looking forward together,

*Tal Vaadia*

Tal Vaadia  
Vice President, Sales Manager

*James Marshall*

James E. Marshall III  
Senior Vice President, Healthcare, Education &  
Nonprofit Banking

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**Appendices**

- Appendix A - Addendum Acknowledgement Form
- Appendix B - Attachment B: Cloud Computing Contract Addendum
- Appendix C - Designated Contact Form
- Appendix D - General Terms and Conditions Exceptions
- Appendix E - U.S. Bank Expense Card Agreement
- Appendix F – Standard Report Formats

**Notice**

*The U.S. Bank-prepared RFP documents represent a snapshot of U.S. Bank's prepaid program operations and functionality as of the specific time those RFP documents were drafted. Changes may occur over the term of this Agreement due to forces within or beyond the control of parties, including, but not limited to regulation changes, changes in industry, personnel changes, technological changes, and others. Except where terms, provisions or services (and levels) from the RFP documents are explicitly restated in contract resulting from this RFP, such changes do not constitute a breach of contract, nor necessitate contract amendments.*





## Executive Summary

Our experience supporting the needs of higher education spans nearly 20 years. We have an established record of success in higher education because of our ability to support electronic pay for a wide variety of purposes. Our prepaid card programs have proven to be an easily implemented and quickly administered solution for various payment distributions. They also result in high cardholder satisfaction by providing numerous value-added services with low/no transaction fees.

As a leader in the prepaid industry for more than two decades, U.S. Bank is adept at helping our clients determine the right payment solution. We have a wealth of experience serving clients of all sizes and across numerous industries. Our footprint spans all 50 states and includes nearly 3,000 clients with approximately 120 higher education clients using our prepaid cards, including several large universities in the Big 10, Pac 12, Conference USA, Ivy League, SEC, ACC and Mountain West conferences.



For Marshall University (the University), adding a prepaid card program helps lower payment issuance cost and gives you greater control and flexibility in payment distribution. With the Expense Card program, the University will have the ability to issue and fund cards on-demand and remove unused funds as needed. Cards are provided at no cost and there is no charge to the University for implementation, training, ongoing maintenance or support.

The University will benefit from the added value U.S. Bank brings as a reliable, trusted partner.

- **The only unified prepaid solution**—U.S. Bank is the only prepaid card provider in the nation to maintain management and sole ownership of our prepaid operations, including the issuing bank, program manager and transaction processing functions. Bringing all functions under one management team creates economic efficiencies that allow us to pass savings onto you. Our technology platform was built specifically for prepaid programs and allows for greater flexibility and customization from one program to another. Our processing platform is trusted and used to process card programs by four of the top 10 prepaid issuing banks in the U.S.
- **Experts at implementing card programs**—Our proven and tested implementation methods make the process easy. Our dedicated onboarding manager will walk you through the entire implementation process, collaborate with you on timelines, marketing plans, training and more. Upon program launch, you will also have access to a full customer support team consisting of our relationship manager and client support team who will address your needs on issues ranging from technical to strategic.
- **Backing of one of the nation's largest and most trusted banks**—Prepaid is part of the Payments division of U.S. Bank, currently the fifth largest bank in the nation.

The University can meet the immediate issuance and funding needs of their student athlete per diems and travel per diems and have the ability to add the Residence Life program in the future with the Expense Card. This solution fully supports your requirements and establishes a highly desirable card program for your staff and students. Since U.S. Bank provides an entire suite of prepaid card programs, we are also able to propose payment solutions across other payment areas (payroll, staff expenses, and recognition). We confidently recommend U.S. Bank prepaid card solutions programs as the best way to meet all of your requirements.

We look forward to discussing the potential cost savings our Expense Card program could offer the University and the convenience they would provide to your payment recipients.



# SECTION 4: PROJECT SPECIFICATIONS

## 4.2 Project Goals and Mandatory Requirements:

Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor’s response should include any information about how the proposed approach is superior or inferior to other approaches.

Priorities for the card program are:

- A comprehensive stored valued payment card program that is simple and easy to administer;

The U.S. Bank Expense Card is a simple, smart way for the University to issue and monitor funds to students for student athlete per diem and travel expenses. Using the Expense Card in place of cash or checks allows the University to:

- Mitigate the risk of spending more than budgeted or losing cash.
- Enhance accountability and audit tracking for payments and spending.
- Make immediate as well as recurring payments to students, coaches and staff.
- Access our online card management system, giving you the ability to issue and fund cards 24/7.
- Determine the amount and timing of payments, allowing your appointed administrator to maintain full program control.

The Expense Card program was designed for the disbursement of University-owned funds and has the flexibility to support varying program needs including:

- Ability to distribute instant issue or personalized cards or a combination of both.
- Configuring the card to have cash access or not at the program level.
- Allowing both immediate funding and flexible prescheduling of card funding.
- Enhanced program administrator permissions enabling you to suspend and unsuspend cards, create reports to list card balances and to pull back unused funds back to corporate funding accounts.
- The card can be customized by adding the Marshall University logo to our standard Expense Card design, or we can work with your team to create a custom design, as shown in the examples below.



### Issuance/approval process

Using the Expense Card program, the University will have two ways to disburse funds to participants:

- **Instant issue cards**—New program participants can get an Expense Card immediately by obtaining an instant issue card package directly from your program administrator. Instant issue cards can also be used to replace lost cards immediately while traveling or on campus. The cards can be embossed with the University’s name, team, or another message if desired.
- **Personalized cards**—Provides participants with a card personalized with their name embossed on the front of the card.

Both cards work in an identical manner. The cards can be used anywhere Visa® is accepted for point-of-sale (POS) purchases including signature-based, PIN-based and online or other card not present transactions. If the University elects to allow cash access, the Expense Card can also be used to obtain cash at any U.S. Bank, MoneyPass or Allpoint ATM location without fees, giving cardholders access to more than 76,000 fee free ATMs nationwide. This type of card functionality can be controlled at the program level, so each department can designate the proper card usage based on their requirements.

### **Ease of managing and funding the Expense Cards by University administrators**

Expense Cards are funded through the use of a primary funding account that is pre-funded by the University through a standard ACH. All transfers (credits and debits) from the primary funding account to card accounts are processed in real-time through our administrative portal using an account-to-account transfer, making funds available immediately to cardholders. Funds can be swept off the card in the same manner.

You can also initiate funding using a batch upload process to move funds immediately, in the future, or on a scheduled basis. Batch funding files can be sent to us via the administrative portal. Funds are then transferred according to the instructions from the funds available in the funding account. Using the scheduled method, your administrator can set up daily funding transfers in advance which will credit a specific dollar amount to each card (i.e., a \$50 credit to the card on Friday at 8:00 a.m. and then \$50 on Saturday at 7:00 a.m.). Transfers can be cancelled by your administrator at any time up to 15 minutes prior to the requested posting date/time, allowing for adjustments if an event is cancelled or the situation changes. We will work with your program administrator to set up the funding accounts to best suit the University's needs.

### **Additional client benefits**

- Immediate card issuance and immediate card funding options.
- Full control over how funds are spent via monitoring of card transactions and sweeping unused funds off the cards.
- Block transactions at the merchant level.
- Eliminate the need for cash and check disbursements.
- Manage funds anytime using our online portal.
- Allow cash access to select cardholders/programs.
- Program can be set up to deny specified merchant transaction types.
- Program administrators can view balances and suspend card access.
- Financial reconciliation reports.
- Multiple card reports (enrollment, status, funding, balances).
- Replace cards on demand even while traveling.
- Separation of duties—Dual funding controls (one administrator to initiate funding and second to approve).

### **Cardholder benefits**

- Mitigates the need and risk of carrying cash while traveling.
- No credit check or bank account necessary for cardholders.
- Lost cards can be replaced immediately by the University and funds automatically moved to a new card.
- Free card transactions at the point of sale, online, by phone.
- Free cash access at in-network ATMs or POS cash back.
- 24/7 customer service.
- Track balances and transactions with email and text alerts.

### No cost to the University

This card program is set up at no initial or ongoing cost to the University. Cards are provided free of charge. All Expense Card funding transactions can be made on-demand at any time and as often as necessary at no charge. The only expense associated with the program is the ACH fee from your current ACH provider to fund the adjustment account.

- Secure handling of sensitive research information and the capability of the program to maintain the confidentiality of recipients;

Our prepaid card solution has a strong security infrastructure that includes PCI and SOC certifications and vigilant security oversight by our Information Systems Security team. In our efforts to maintain PCI-DSS compliance, we adhere to Visa and Mastercard security guidelines, protocols and procedures. The U.S. Bank Information Security Services team works closely with the major card associations and our subcontractors to ensure that we have protected our resources in accordance with PCI-DSS standards.



### Security Plan

To protect the sensitive personal information of your cardholders, the University will have the backing of U.S. Bank's multi-faceted security program that focuses on end-to-end security, ranging from employee training and protocols to the security features within our data processing centers.

### Security governance controls

- PCI Assessment
- SOC I Type II
- Annual issuing bank due diligence reviews
- Annual IT risk assessments
- CISSP

### Application controls

- Third party penetration testing
- OWASP and application testing by Whitehat
- Development peer reviews
- Oracle advanced security database encryption
- PGP encryption
- Centralized logging

### Network controls

- Cisco firewalls
- IBM Proventia IDS
- IBM Proventia file integrity monitoring
- Qualys internal and external vulnerability scan
- SFTP with DMZ proxy

### Infrastructure systems controls

- CIS modeled configuration guides
- Role-based access control
- Centralized logging – alert logic
- Tripwire file monitoring
- Anti-virus, anti-malware
- Change control

- Cards that can be used at all stores;

Expense Cards can be used wherever Visa debit is accepted for both signature and PIN-based purchases, including more than 57 million domestic and nearly 200 million international merchant locations. Cardholders can also use their cards for purchases online or by phone.

- Cards that can be used like VISA/MasterCard at any location that accepts credit cards without a penalty, without any associated charges.

Cardholders can use their Expense Card **at no cost** wherever Visa debit is accepted, including commonly frequented retailers like convenience stores, grocery stores, restaurants and gas stations. The Expense Card carries the Visa brand ensuring it can be used wherever Visa is accepted around the world. Expense Card operates within both the Visa Interlink® and Maestro merchant networks for signature-based, PIN-based and cash back transactions (if allowed).

- Cards that can be used internationally;

The Expense Card can be used to make purchases at the point of sale, get cash back or withdraw cash from an ATM wherever Visa debit is accepted worldwide. This includes surcharge-free, in-network Allpoint ATMs currently located in the United Kingdom, Canada, Puerto Rico, Australia and Mexico.

Expense Cards are also EMV (chip) compatible. Both EMV and magnetic strip technology enable cardholders to use their cards at the point of sale and for merchants to process transactions, however, EMV technology is more prevalent at international merchant locations. Cardholders using their cards outside the United States will have a better user experience with EMV chip enabled cards.

- No card fees;

The Expense Card program is provided at no initial or ongoing cost to the University. Instant issue and personalized cards are provided free of charge. All Expense Card funding transactions can be made on-demand at any time and as often as necessary at no charge. The only expense associated with the program is the ACH fee from your current ACH provider to fund the adjustment account.

For the cardholder, the Expense Card provides multiple ways for cardholders to access their card account funds free of charge:

- **Purchases**—Expense Cards can be used wherever Visa debit is accepted for both signature and PIN-based purchases, including more than 57 million domestic and nearly 200 million international merchant locations. Cardholders can also use their cards for purchases online or by phone.
- **Cash back at point of sale**—For programs that allow cash access, cardholders can also get cash back at point of sale at participating merchants. These merchants generally allow amounts between \$20 and \$100.
- **In-network ATM withdrawal**—Cardholders can access cash at no charge using any of the more than 75,000 in-network U.S. Bank, MoneyPass and Allpoint ATMs.

Certain other Expense Card transactions will incur a fee. Fees to the cardholder associated with using the Expense Card are noted in the tables below.

**U.S. Bank Expense Card cardholder fee schedule – No cash access**

Expense Cardholder Fee Schedule – No Cash Access		
All fees	Amount	Details
<b>Using your card outside the U.S.</b>		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant transactions, even if you and/or the merchant are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants and transactions are classified for this purpose.
<b>Other</b>		
Inactivity	\$3.00	This is our fee charged each month after you have not completed a transaction using your card for 180 consecutive days. Card is not subject to this fee if card balance is zero.
Transaction Limits		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your U.S. Bank card. Daily limits are based on a rolling 24-hour period. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum card balance at any time	\$15,000	
Maximum daily debits	20 transactions and \$7,500 per day	
Purchases at the Point of Sale	20 transactions and \$5,050 per day	
Maximum daily credits	10 transactions and \$10,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

**U.S. Bank Expense Card cardholder fee schedule – Cash access**

Expense Cardholder Fee Schedule – Cash Access		
All fees	Amount	Details
<b>Get cash</b>		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "In-network" refers to the U.S. Bank, MoneyPass or Allpoint ATM networks. Locations can be found at <a href="http://usbank.com/locations">usbank.com/locations</a> or <a href="http://moneypass.com/atm-locator">moneypass.com/atm-locator</a> .
ATM Withdrawal (out-of-network)	\$2.50	This is our fee per withdrawal. "Out-of-network" refers to all the ATMs outside of the U.S. Bank, MoneyPass or Allpoint ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$5.00	This is our fee for when you withdraw cash off your card from a teller at a bank or credit union that accepts Visa.
<b>Information</b>		
ATM Balance Inquiry (in-network)	\$1.00	This is our fee per inquiry. "In-network" refers to the U.S. Bank, MoneyPass or Allpoint ATM networks. Locations can be found at <a href="http://usbank.com/locations">usbank.com/locations</a> or <a href="http://moneypass.com/atm-locator">moneypass.com/atm-locator</a> .
ATM Balance Inquiry (out-of-network)	\$1.00	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank, MoneyPass or Allpoint ATM networks. You may also be charged a fee by the ATM operator.
<b>Using your card outside the U.S.</b>		





Expense Cardholder Fee Schedule – Cash Access		
All fees	Amount	Details
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$3.00	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
International ATM Balance Inquiry	\$1.00	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity	\$3.00	This is our fee charged each month after you have not completed a transaction using your card for 180 consecutive days. Card is not subject to this fee if card balance is zero.
Transaction Limits		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your U.S. Bank card. Daily limits are based on a rolling 24-hour period. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum card balance at any time	\$15,000	
Maximum daily debits	20 transactions and \$7,500 per day	
ATM Withdrawals	3 at \$1,025 per transaction and \$1,220.00 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	20 transactions and \$5,050 per day	
Teller withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	3 transactions and \$5,050 per day	
Maximum daily credits	10 transactions and \$10,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

We have also provided our Expense Card fees in **Exhibit A: Pricing**. Please note that while the cost sheet defines monthly inactivity after 12 months of no card activity, our inactivity fee begins after 180 days of no card activity. The University can easily avoid this fee by removing unused funds from the card prior to 180 days or suspending cards that will not be used for a period of time. Suspended cards and cards with a \$0 balance are not charged an inactivity fee.

University staff traveling with the team can provide the cardholder with an instant issue card for same-day card replacement at no cost as an alternative to the next-day delivery requirement noted in **Scenario C: Loss of Prepaid Card While Student is on Travel**. Funds from the lost or stolen card are automatically transferred to the new instant issue card upon activation and are available for immediate use. There is no fee for a replacement card mailed to a cardholder; however, mailed cards typically arrive in 5-7 days.

- Ability for the University to withdraw funds from cards that have funds remaining;

The University will have the ability to instantly, on-demand pull back unused funds. The University can simply remove funds from the card using the "transfer funds" function via the administrative web portal. Funds will be transferred back to the University's funding account.





- Cards with or without expiration dates; and

Since the average life cycle of a student is five years, we specifically designed our Expense Card program with a five-year expiration.

- An online ordering system that would allow campus departments to order cards directly.

To support University administrators in monitoring program activities, such as enrolling new cardholders and ordering cards directly, U.S. Bank provides a secure online administrative portal that gives you direct access to all program data and functionality. With 24/7 availability, this comprehensive portal rolls all program functions into one, user-friendly interface to make management of the card program as simple as possible.

Instant issue Expense Cards can be kept at your locations for immediate issuance and inventory can be maintained using our administrative portal. Our online inventory management system that allows you to easily track inventory of instant issue cards at each location and automatically ships cards when levels reach a pre-defined minimum, ensuring locations never run out of card inventory. Additionally, card inventories exchanged between the University locations are automatically updated in the system upon card registration.

Once the enrollment information is collected, your team can easily enroll all card program participants using one of the following options via the administrative portal:

- **Batch file upload**—Multiple cardholders can be enrolled at one time by uploading a CSV file containing all required information. Once the file is processed, the card account is registered/created, allowing cards to be funded immediately.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Cardholder ID	Participant ID	New Card Passcode	Usage	Last Name	First Name	Middle Initial	Title	Mailing Address Line 1	Mailing Address City	State	Country	Postal Code	Date of Birth	Social Security Number		
2095517443	4412345678			Yendes	Wendy			200 South 6th Street	ED MN 55402	Minnesota	US	55402	19801203	123456789		
	4412345672			Yendes	Wendy			201 South 6th Street	ED MN 55402	Minnesota	US	55402	19801203	123456789		

- **Manual data entry**—Cardholders can be individually enrolled directly on the administrative portal, allowing for real-time enrollments. This is used primarily with instant issued cards but is also helpful when ordering just a few personalized cards.

### 4.2.1. Goals and Objectives

The project goals and objectives are listed below.

#### 4.2.1.1 Goal/Objective 1: Provide an overview of your company's card capabilities including:

- Where (locations and retail establishments) the cards can be used;

Cardholders can use their Expense Card **at no cost** wherever Visa debit is accepted, including commonly frequented retailers like grocery stores, convenience stores, pharmacies and gas stations. Expense Cards can be used wherever Visa debit is accepted for both signature and

PIN-based purchases, including more than 57 million domestic and nearly 200 million international merchant locations. Cardholders can also use their cards for purchases online or by phone.

b. If card can be used as a standard Visa/MasterCard/American Express/Discover Card;

The Expense Card carries the Visa brand allowing it to operate within both the Visa Interlink and Maestro merchant networks for signature-based, PIN-based and cash back transactions (for cash access programs).

c. Ability for the University to retract funds from cards that have funds remaining.

Our Expense Card program provides the ability to instantly pull back unused funds. The University would simply remove the funds from the card using the "transfer funds" function via the administrative web portal. Funds will be transferred back to the University's funding account.

4.2.1.2. Goal/Objective 2: Describe the online system features you offer. Please provide details about your online tool capabilities.

#### **Administrative portal enables full program access 24/7**

To support the University's administrators in monitoring program activities, such as enrolling new cardholders, running standard reports or performing general maintenance tasks, U.S. Bank provides a secure online administrative portal that gives you direct access to all program data and functionality. With 24/7 availability, this comprehensive portal rolls all program functions into one, user-friendly interface to make management of the card program as simple as possible.

Through the administrative portal your team will have access to:

- Enroll cardholders—file upload or individually
- Fund card accounts
- Reverse funding transactions and sweep back funds
- Confirm enrollment and funding processing
- Dual funding authorization
- Locate routing/card account information
- View adjustment (funding) account information
- View, query and export reports
- Search cardholder information:
  - Look up existing cardholder account info
  - View cardholder status
  - Account verification
  - Edit cardholder demographic information



**Easily track accounts, funding and program status with query-based reporting**

Through our secure administrative portal, your team will have access to a variety of reporting options. Your team can quickly access our standard report formats. Each report is query-based, allowing you to run them for the exact timeframe needed to support your reporting requirements. Reports can be run for any period of time up to 31 days in duration – allowing you to produce reports for monthly, month-to-date or any time period up to 4-weeks. Query results pull from all available data, which includes as recently as the previous day's activity and as far back as 12 months (360 days). Self-generated reports can be exported in Excel or Word formats for ease of customization and consolidation of information. There are no fees associated with our standard reports. The only technical requirement for accessing our reporting system is a standard web browser.



**Secured, role-based access for your administrators**

Access to the administrative portal is secure and controlled through the use of unique usernames and passwords. For added security and to ensure only authorized individuals are able to load cards and view sensitive information, your administrators are assigned user roles and permissions enabling them to complete only the necessary tasks related to their job description. Different role and permission configurations are assigned to each user and drive different access levels and functionality, such as viewing data, running reports and funding cards. The University will determine how the roles and permissions are assigned to their administrators, giving you control over who has access to varying levels of information and functionality within the portal.

**usbank.**

**Prepaid Administrative Website User Request Form**  
(Expense Card programs - External Users)

Today's Date: \_\_\_\_\_ Client Program Name: \_\_\_\_\_

User First & Last Name: \_\_\_\_\_

User Email Address: \_\_\_\_\_

User Telephone Number: \_\_\_\_\_

New User  Modify  Delete

	Role Group 1	Role Group 1.1	Role Group 1.2	Role Group 1.3	Role Group 2	Role Group 2.1	Role Group 2.2	Role Group 3
Select <input checked="" type="checkbox"/> one Role Group								
<b>View program and card information</b> <small>View cardholder info</small>	X	X	X	X	X	X	X	X
<b>View load history and cardholder transactions</b> <small>View loads from your organization and cardholder transactions</small>		X	X	X	X	X	X	X
<b>View card balance</b> <small>View current balance on cards</small>					X	X	X	X
<b>Edit cardholder information</b> <small>Edit name and expiration dates</small>				X	X	X	X	X
<b>Support Administrative Users</b> <small>Reset passwords for other Administrative Website users</small>				X				X
<b>Register and order cards</b> <small>Order pre-authorized cards and card status</small>					X	X		X
<b>Access Adjustment Account</b> <small>Access funds from card real time</small>					X		X	X

**✓ Add-on Features:**

<input type="checkbox"/>	<b>Standard Reports</b> - View reports for the following: card load, card order, card activity, card status, cardholder information exception, cardholder ID, card status, cardholders points, card account, and history cards
<input type="checkbox"/>	<b>Financial Reports</b> - view adjustment account reconciliation reports
<input type="checkbox"/>	<b>Funding File Upload</b> - See funds to cardholder account from the adjustment account via file upload
<input type="checkbox"/>	<b>Instant Issue Card</b> - Register instant issue cards, view card event levels
<input type="checkbox"/>	<b>Report Viewer - Balance and Activity</b> <small>View balance and transaction history report</small>

Company Administrator: By signing this form, Company acknowledges and agrees that (i) the above employee should have access to the U.S. Bank Prepaid Administrative Website, (ii) the above employee has been vetted by Company in a commercially reasonable manner and (iii) Company shall be responsible for the actions and omissions of the above employee, per the terms of contract between Company and U.S. Bank.

Date: \_\_\_\_\_ Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Cardholder website provides 24/7 support**

Using the Expense Card website, cardholders can activate their card, view their transaction history, obtain their balance and view transactions, print monthly statements and manage text and email alerts. They can also access additional documentation such as the cardholder agreement, FAQs or the toll-free customer service number.



4.2.1.3. Goal/Objective 3: Describe the invoicing options you offer, including how funds will be transferred and the invoice documentation that you can provide.

There is no need for invoicing because the Expense Card program is provided at no cost to the University. Our end-to-end solution, from operational and technical support to reporting and online access, provides the University with all the resources and information you need to successfully manage your program and meet the requirements set forth in this RFP. Additionally, our experienced relationship manager, along with our client support team, will provide ongoing support and training to your administrators at no cost.

We do not charge fees to the University for card issuance or adding funds to cards. Funds will be transferred to U.S. Bank via ACH from your current ACH originating financial institution who will charge processing fees as determined by your current arrangement. Our standard reports allow your administrators to track/reconcile all funding transactions.

4.2.1.4. Goal/Objective 4: Describe the training opportunities you provide, including the types of training you offer and what it typically includes.

As one of the most critical components of your onboarding process, the University will experience a streamlined approach to training that equips your administrators with the resources they need for effective program management. Our onboarding manager will schedule web-based training sessions where he or she will walk your team through all aspects of the prepaid card operations. This training focuses on:

- Understanding and navigating the administrative portal
- Establishing system users and defining permissions/roles.
- Enrollment process.
- Using the portal on a daily basis.
- Funding process.
- Reporting process.

These training sessions provide your administrators with the knowledge they need to manage the program on a daily basis and to train additional administrators as necessary. In addition, our administrative portal has built-in online "How to" summaries for each major task in the system. These self-service training guides are available on a variety of topics to assist your administrator in understanding how to manage their programs better. Additional training is available as needed throughout the relationship.

## 4.2.2. Mandatory Project Requirements

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.2.2.1. Mandatory Requirement 1: Provide prepaid cards that can be assigned to an individual and/or a specific individual.**

The University will have two ways to issue the Expense Cards to participants: instant issue (no imprinted name on card) or mail a personalized (imprinted with name) card. Both types of cards are registered to a specific individual.

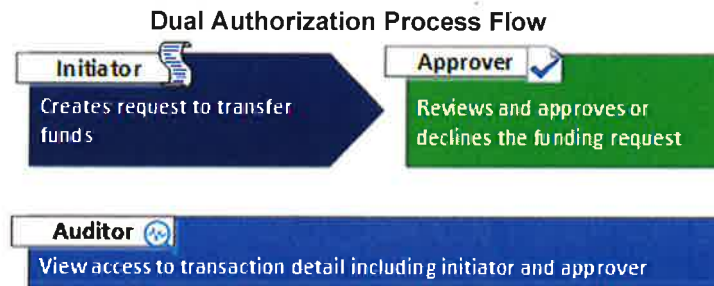
- **Instant issue**—New program participants can be issued an Expense Card immediately by obtaining an instant issue card package directly from your program administrator. At time of issuance, the administrator will register and issue the card package directly to the cardholder by selecting a card package from your on-site inventory, logging in to the administrative portal and enrolling the card using the appropriate recipient information. Instant issue cards can also be used to replace lost cards on campus or while traveling. Instant Issue cards are fully functional debit cards but can be replaced with a personalized card if desired.
- **Personalized cards**—This process provides participants with an Expense Card that is personalized with their name embossed on the card. To obtain a personalized card, the University collects the enrollment information and transmits it to U.S. Bank via our administrative portal (using either the file upload or individual enrollment methods mentioned above). Personalized cards are produced and mailed within approximately two business days (when the enrollment file is received by 6:00 a.m. ET). Cards can be mailed directly to the cardholder or shipped in bulk to the administrator for distribution. Cards typically arrive approximately three to seven days after mailing. Our card fulfillment provider is a U.S. Postal Service hub, which helps to ensure prompt delivery of cards.

**4.2.2.2. Mandatory Requirement 2: Provide an online system for adding cardholders and approving payments.**

Our secure online administrative portal provides direct access to all program data. With 24/7 availability, this comprehensive portal rolls all program functions such as enrolling new cardholders and funding cards, into one, user-friendly interface to make management of the card program as simple as possible. Additional details about our administrative portal are provided in response to requirement 4.2.1.2. **Goal/Objective 2** above.

**Dual authorization adds security layer to funds transfer**

As an added layer of security, you can opt to require dual authorization of funding transfers. Dual authorization is set up during the implementation process and controlled by the administrative portal. When invoked, our systematic workflow allows you to segregate funding duties between two users: an "initiator" and an "approver." There is also an auditor role that can be assigned for additional oversight. [ClientShort] can assign multiple initiators and approvers, but only one authorization is required for the dual authorization transfer to be processed.



**How dual authorization works**

The initiator will complete the request to perform a funds transfer and submit it for review. The initiator may place a note on the transaction to advise the approver why the transfer is being requested



(i.e., regular pay, underpayment, bonus pay, etc.). Once submitted, the funding request will be placed in a pending status. An email notification is sent to the approver daily at 6:00 p.m. ET providing a summary of the day's requests pending his/her review. Alternatively, the initiator can manually notify the approver if the request needs to be reviewed and approved immediately.

The approver logs into the portal and views the pending requests, which includes the dollar amount of the transfer, the cardholder name and Card ID, time and date of the request, and any notes added by the Initiator. The approver has the option to:

- Mark it as "authorized" if the approver agrees with the funds transfer request. The funds are then moved to the card account immediately.
- Mark it as "declined" if the approver does not agree with the request, which prevents the movement of funds. The approver may place a note on the transaction to notify the initiator why the transfer was declined (i.e., incorrect amount, incorrect cardholder, etc.).

An email notification is sent to the initiator daily at 6:00 p.m. ET providing a summary of requests submitted that day and the status of each request. Alternatively, the approver can manually notify the initiator of any requests that have been authorized or declined. The initiator can also log in to the portal and review his/her requests. The initiator is responsible for performing any updates to a request should it be declined. Once corrections are made, the initiator can resubmit the request for the approver to review again.

Funds transfer requests will expire after 14 calendar days if the funds movement is not authorized or declined.

The auditor role allows view-only access to review funding requests for the past 30 calendar days. If history past the 30 days is needed, a request can be submitted through our client support team. Upon request, we store seven years of history which can be accessed for auditing purposes.

#### 4.2.2.3. Mandatory Requirement 3: Provide an online system for inventory of both used and unused cards.

Unused instant issue Expense Cards can be kept at your locations for immediate issuance. U.S. Bank provides an inventory management system that is accessed via the administrative portal. The inventory management system tracks inventory of unused instant issue cards at each location and automatically ships cards when levels reach a pre-defined minimum, ensuring locations never run out of card inventory. Additionally, card inventories exchanged between University departments are automatically updated in the system upon card registration.

Our administrative portal can be used to track cards that have been issued and already registered to individuals (used cards). We offer several reports that allow your administrators to view information such as card status, registration and activations date, last load date, card balance and transactions. Additional reporting information is provided in **4.2.2.9. Mandatory Requirement 9** below.

#### 4.2.2.4. Mandatory Requirement 4: Provide an online tool to enter recipient information and pre-load funds and / or transfer funds.

The administrative portal provides your team with the ability to enter recipient information (enrollments), hold preloaded funds and fund cards in real-time. Once the enrollment information is collected, your team can easily enroll all card program participants using one of the following options via the administrative portal:

- **Batch file upload**—Multiple cardholders can be enrolled at one time by uploading a CSV file containing all required information. Once the file is processed, the card account is created, allowing cards to be funded immediately.



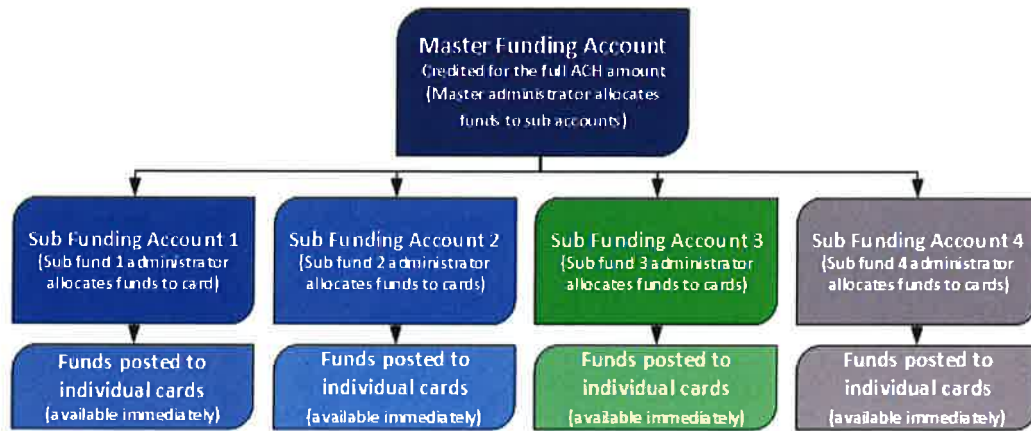
- **Manual data entry**—Cardholders can be individually enrolled directly on the administrative portal, allowing for near real-time enrollments. This is used primarily with instant issued cards but is also helpful when ordering just a few personalized cards.

Expense Cards are funded through the use of an adjustment account that is pre-funded by the University through a standard ACH. Using the prefunded adjustment account, funds can be loaded (transferred) directly onto individual cards via the administrative portal at your administrator's discretion.

You can also initiate funding using a batch upload process via the administrative portal. Funds are then transferred according to the instructions from the funds available in the adjustment account. Using this method, your administrator can set up daily funding transfers in advance which will credit a specific dollar amount to each card (i.e., a \$50 credit to the card on Friday at 8:00 a.m. and then \$50 on Saturday at 7:00 a.m.). Transfers can be cancelled by your administrator at any time up to 15 minutes prior to the requested posting date/time, allowing for funding cancelations if an event is cancelled prior to funds being transferred to the card.

We will work with your program administrator to set up the funding accounts to best suit your organization. If the University prefers to maintain a master funding account and then appropriate funds to subsidiary funding accounts (i.e., by athletic program or by school), we can set up the account to allow for separate authorized administrators and restrict to master funding account to a "super" administrator only. This allows the University to enforce better individual accounting and limit funds accessible to individual programs.

**Secure, real-time funding transfers by program enforce authorization levels**



4.2.2.5. Mandatory Requirement 5: Provide an online tracking system for total dollar amount of payments issued to card or individual for reporting.

The Card Load report, one of our standard reporting options, provides information regarding the loads and reversals made to and from cardholder accounts. This report can be accessed online at any time via the administrative portal.

4.2.2.6. Mandatory Requirement 6: All cards provided must be reloadable.

U.S. Bank Expense Card program utilizes reloadable, Visa-branded prepaid debit cards. Additional funds can be added to the card accounts using transfers from the prepaid adjustment account or instructions in a bulk funding file upload.



**4.2.2.7. Mandatory Requirement 7: The University must have the ability to retract unused funds.**

Our Expense Card program was designed for the disbursement of University-owned funds and provides the ability to instantly pull back unused funds. The University would simply remove the funds from the card using the "transfer funds" function via the administrative web portal to transfer funds back to the University's adjustment account.

**4.2.2.8. Mandatory Requirement 8: Cards must have the ability to be used at ATM's and as a standard Visa / MasterCard /American Express / Discover Card.**

The Expense Card is a standard Visa branded debit card. For all programs designated as allowing cash access, cardholders can access cash at no charge using any of the more than 75,000 in-network U.S. Bank, MoneyPass and Allpoint ATMs nationwide. Cardholders can also withdraw cash from any ATM in the Visa Plus network for a nominal fee.

**4.2.2.9. Mandatory Requirement 9: Provide detail on your ability to provide comprehensive reports, including amounts utilized by individuals and departments with the capability to query data. Reports can be provided on request by the vendor or through an online transactional based tracking system that is accessible to departments at Marshall University.**

**Easily track accounts, funding and program status with query-based reporting**

Through our secure administrative portal, your team will have access to a variety of reporting options. Your team can quickly access our standard report formats as outlined in the chart below. A sample of the reports is included in Appendix F. Each report is query-based, allowing you to run them for the exact timeframe needed to support your reporting requirements. Reports can be run for any period of time up to 31 days in duration – allowing you to produce reports for monthly, month-to-date or any time period up to 4-weeks.

Standard Reports	
Report Name	Description
<b>Card Order</b>	Lists card IDs for Instant Issue card orders to allow you to verify that the card numbers assigned to cardholders are valid.
<b>Card Load</b>	Provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment, and account transfers.
<b>Card Activity Summary</b>	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
<b>Card Activity Detailed</b>	Provides a summary count of card registrations, activations, loads, ATM, POS, card-to-card transactions and product enrollments, along with the dollar amounts for applicable transactions
<b>Card Status</b>	Provides a summary of the card count, card status, upgrades, downgrades and replacement requests for a program.
<b>Funding Reject</b>	Lists cardholder accounts where loads have been rejected.
<b>Card Account Detail</b>	Provides a summary of location(s), inventory points and cardholder information such as account and routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
<b>Inventory Point Level</b>	Lists location(s), inventory points and number of registrations.
<b>Cardholder Information Exception</b>	Lists cardholder accounts with incomplete or incorrect cardholder data, such as cardholder accounts with P.O. boxes as the legal/physical addresses, or invalid Social Security Numbers, dates of birth or ZIP codes.



Standard Reports	
Report Name	Description
<b>Cardholder ID Verification Status</b>	Lists cardholder accounts requiring additional information for the ID verification process.
<b>Account Reconciliation</b>	Provides the beginning and ending balances for your funding and adjustment accounts and all debits and credits within the period for batch and online manual payments.
<b>Detailed Transaction Report</b>	Includes the card ID, cardholder first and last name, employee ID (only populates if used), transaction amount, fees, transaction code, transaction date and time, transaction description, transaction reference information, MCC, merchant city, state and running balance.
<b>Real Time Card Balance Report</b>	Includes the card ID, cardholder first and last name, employee ID (only populates if used), card status, card balance and card expiration date.

Query results pull from all available data, which includes as recently as the previous day's activity and as far back as 12 months (360 days). Self-generated reports can be exported in Excel or Word formats for ease of customization and consolidation of information. There are no fees associated with our standard reports. The only technical requirement for accessing our reporting system is a standard web browser.

**4.2.2.10. Mandatory Requirement 10: Vendor must provide an implementation plan and timeline, which will be effective upon contract award.**

Our proven and tested implementation methods make launching a new prepaid card program easy, including providing an implementation plan and timeline. Our standard implementation plan and timeline will be provided upon contract award and will be reviewed and updated by mutual agreement throughout the onboarding process.

To streamline the implementation and remove the burden from the University, U.S. Bank will assign a dedicated onboarding manager to oversee the end-to-end process and work closely with you to:

- Learn the nuances of the University systems and payment processes.
- Manage the weekly project meetings.
- Provide updates to your entire team through the weekly calls and/or via email.
- Manage the end-to-end process internally.

Our onboarding manager is vigilant in continually monitoring all aspects of the onboarding process such as assigning responsibilities, tracking task status and identifying risks quickly to help ensure the ultimate success of your implementation.

The onboarding manager will be supported by the relationship manager assigned to the University, who will also play an integral role during the implementation process. Our relationship manager will participate in the initial kick-off call in order to have full knowledge of your program from the outset and will remain engaged after implementation is complete in order to provide you with consistent, reliable service throughout the length of our partnership.

In addition to the onboarding and relationship managers, U.S. Bank resources include several implementations, IT and marketing staff that will work with your team to:

- Design a marketing campaign with materials to educate new cardholders.
- Build the University prepaid program on our system.
- Work with the University IT staff on file transfer setup, configurations and end to end testing.



- Collaborate with the University team to establish inventory points and determine reorder points and reorder card quantities.
- Provide administrator and manager training on our administrative portal - enrollments, funding, card inventory and reporting.
- Test all aspects of the program before go-live.

Given U.S. Bank's commitment to customer service and our depth of experience implementing prepaid card programs, you can be confident that the Focus Card program will be ready for launch on the day you specify. In fact, as a testament to our success, we have a **100% success rate** in meeting client-established implementation deadlines.

...we have a **100% success rate** in meeting client-established implementation deadlines.



Depending on your program parameters, level of internal engagement and technical integration required, Expense Card program implementations typically last approximately **four to six weeks** from start to finish. We have included a Sample Project Plan below to illustrate key milestones and timeframes. These dates can be adjusted as we begin discussions with you and determine areas that may require more or less time. We will develop a formal project plan in conjunction with University representatives after the contract for services is signed.

**Sample Expense Card Implementation Plan**

Instant Issue Card Timeline				
Activity	Week 1	Week 2	Week 3	Week 4
Confirm, update, or provide program information	■			
Return administrative website user request form	■			
Administrative website training		■		
Prefund the University's funding account			■	
Register and fund a test card (optional)			■	
Register and distribute cards, prepare for funding			■	
Fund cards				■

Personalized Card Timeline						
Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Confirm, update, or provide program information	■					
Return administrative website user request form	■					
Administrative website training		■				
Prefund the University's funding account			■			
Register and fund a test card (optional)			■			
Order cards, prepare for funding			■			
Distribute card (if bulk shipping)						■
Fund cards					■	■

4.2.2.11. Mandatory Requirement 11: Vendor must sign Attachment B: Cloud Computing Contract Addendum.

A copy of Attachment B: Cloud Computing Contract Addendum has been included in Appendix B of this proposal. U.S. Bank reserves the right to negotiate Attachment B and all Terms and Conditions of the contract upon award. We have reviewed the Terms and Conditions contractual language provided in the RFP and noted our requested redlines in Appendix D. We welcome further discussions on these points. We would also like to incorporate our standard agreement as a part of the overall contract with the University. A copy of our Expense Card Agreement is included in Appendix E. We look forward to exploring and gaining a mutual agreement on all contractual terms.





## 4.3 Qualifications and Experience:

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

### 4.3.1. Qualification and Experience Information:

Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1. Qualification and Experience Desirable – 1:** A minimum of three (3) years’ experience providing prepaid cards services for a higher education entity similar to Marshall University or larger.

The prepaid division has been issuing prepaid cards to higher education institutions similar in size to Marshall University and larger for nearly 20 years. U.S. Bank has more than a 150-year commitment to higher education institutions and is currently providing \$7.7 billion in credit commitments to higher education institutions across the nation. As a leader in Payment Services, U.S. Bank provides banking services to well over 1,000 higher education clients. We will utilize our experience in the education space to make sure you have the tools and resources you need to achieve your goals for cost savings and increased operational efficiencies.

Within our Expense Card program, we provide payment support for athletes across many conferences including Universities in the Big 10, Pac 12, Conference USA, Ivy League, SEC, ACC, Midwest and Mountain West conferences that use our Expense Card program for athletic team per diem and travel expenses. Many of these universities use the Expense Card for faculty and study-abroad programs as well. We also have several large universities that utilize our various prepaid products for payroll, staff expenses and recognition. We have card programs that include both single load cards and reloadable cards and either instantly issued cards or personalized cards.

**4.3.1.2. Qualification and Experience Desirable – 2:** The vendor should have experience working with Marshall University.

U.S. Bank supports several prepaid card programs in the state of West Virginia. We have worked with several state agencies to develop and implement program that support residents in several areas. The wide range of prepaid programs that U.S. Bank offers allows us to tailor the program to fit the needs of our clients.

State Agency	Prepaid card program	Effective Date
<b>Workforce West Virginia</b>	ReliaCard – Unemployment Insurance	June 2022
<b>State of West Virginia</b>	ReliaCard- Workers Compensation	May 2021
<b>WV State Treasurers Office</b>	Focus Card – State Payroll	March 2019
<b>WV Dept of Health and Human Services</b>	ReliaCard – Vocational Rehabilitation Services	August 2020
<b>WV Public Employee Retirement System</b>	ReliaCard – Pension Payments	September 2019
<b>State of West Virginia</b>	Rewards Card – Vaccine Incentive	May 2021



In addition, U.S. Bank maintains a corporate trust and custody and depository relationship with the state as well as a commercial card program.

### 4.3.2. Mandatory Qualification/Experience Requirements

The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. Mandatory Requirement 1: Vendor must identify all members of their firm's proposed Marshall University prepaid card team, their educational and professional background and relevant experience relating to operating and managing a prepaid card program.

Our support model includes having access to both a dedicated relationship manager and our client support team of more than 20 dedicated technical specialists led by an experienced management team. Having two readily available resources allows us to promptly handle day-to-day questions and to provide immediate help as needed. We will also assign a dedicated onboarding manager to oversee the University's program implementation.

Your program will be managed by one of our dedicated relationship managers who has extensive experience supporting higher education clients and will be available answer any questions, provide updates on product development, conduct business reviews, education on industry trends and more. Our relationship manager will be your primary point of contact and will assist in facilitating escalations through the client support team or fraud investigation unit as necessary.

The University will also have direct access to our client support team, led by Ron Pollock, for technical assistance. Calling the client support team is the fastest and most direct way for your team to get immediate technical support. With access to key system resources, they can see and track records to promptly assist your administrators and get concerns resolved quickly and accurately. The client support team specializes in issues that affect the immediate management of your program such as:

- Card reissuance requests
- Funds transfer inquiries
- Administrative portal support – new user setup or deactivations, password resets
- Demographic updates
- Enrollment questions
- Funding – confirmation, rejected entry, error message resolution
- Card status changes
- Subpoena requests
- Data transmission support
- Report inquiries and ad hoc report requests
- Velocity limit changes

Client support has direct access to view transactions within the processing system – a result of vertical integration and key to quick, accurate resolution to your questions.

When your program administrator contacts the client support team, they will conduct a preliminary analysis of the situation to determine the best course of action for resolution. They have direct access



to card data and all operational teams to quickly investigate and resolve issues. Using this approach, the client support team is able to resolve approximately 99% of issues without the need for additional escalation. If the issue requires additional support, the client support team has an established tiered escalation protocol to work the issue until it is resolved – including upper management involvement when necessary. The escalation communication process includes continued contact with you to keep you advised of progress.

Qualifications for our highly experienced team is summarized below.

Program Support Personnel Qualifications			
Name and Title	Role	Responsibilities	Credentials
<b>Tal Vaadia</b> Vice President, Sales Manager	Sales Support	Serves as University's primary contact through the procurement and contract process.	Having 25 years of experience in the banking industry, more than 20 years with U.S. Bank, and 15+ years working with higher education and corporate clients, Tal brings a wealth of prepaid industry knowledge and first-hand experience to assist your team in defining the right prepaid card program for your organization. Tal holds a bachelor's degree in exercise and sports science from Colorado State University and a master's degree in business administration.
<b>Abby Kutschied</b> Assistant Vice President, Onboarding Manager	Program Implementation	Leads the overall onboarding team and sets the direction for each project including onboarding resource assignment, direction for the technical integration, communication plan, adoption strategy and client administrative website access and training.	In her six years in onboarding, Abby has managed some of the largest and most complex implementations and has assisted more than 150 clients in successfully launching their prepaid card programs. Prior to her role as an onboarding manager, Abby held positions as an administrative assistant in banking and consulting, a commercial interior designer and a Realtor. Abby holds a bachelor's degree in interior design and an associate degree in business.
<b>Debbie Bear</b> Vice President, Senior Relationship Manager	Client Support	Oversees the corporate relationship management team, supports business development and sales initiatives for client onboarding and program expansion, and provides ongoing support to the prepaid team and external customers.	Debbie is an experienced professional with more than 30 years of experience building relationships and providing outstanding client service within a variety of industries. Debbie holds a bachelor's degree in journalism from the University of Wisconsin, Madison.
<b>Ron Pollock</b> Assistant Vice President, Client Support Operations Manager	Client Technical Support	Manages and coordinates technical support and manages the prepaid client support team. Ensures quality service and effective client support for all internal and external customers, defines group objectives and implements processes to support these objectives.	Ron has more than 15 years of team management, client support management and banking experience. He holds a bachelor's degree in accounting as well as completing several courses successfully in marketing, management decision science and management information systems

Note: Personnel assignments may change during the normal course of business.

4.3.2.2. Mandatory Requirement 2: Vendor must provide a minimum of two (2) examples of their most recent experience with college and university prepaid cards and provide a minimum of four (4) references related to these experiences.

We work with a wide variety of universities to support their payment needs. Over the past year, we have assisted 33 higher education teams implement prepaid programs with more than 10 programs implementing the Expense Card program. Some of our university clients expanded their payment strategy this past year by adding additional prepaid card programs. In many cases, they have added this payment option to support research and other non-athletic programs, and to support staff payroll disbursements.

Our clients express their satisfaction with our card programs. One example is the University of Tennessee who has been using our prepaid card programs for more than four years. They have said that the prepaid debit card solution has allowed them to create a much more streamlined process, while adding extra layers of security. What they like best about the program is the automated process of requesting per diem, loading per diem, ordering cards and reporting on the necessary transactions. Also, that the online administrative portal is user friendly and has everything needed on one website. Overall, the program is working extremely well them. They have reduced their petty cash balance significantly by simply implementing the prepaid debit card program, and their cardholders prefer this method over cash per diem.

We welcome the opportunity for the University to speak to our current clients. We have selected five clients for whom we have provided prepaid card services and are of similar size and scope of the services as those outlined in this proposal. Each individual listed can speak to their prepaid card experience with U.S. Bank and have agreed to speak with you regarding our services.

Client Name	Contact Name and Title	Email Address	Phone Number	Years of Service
<b>University of Tennessee</b>	Brad Briggs Director of Business and Finance, Tennessee Athletics	bbriggs4@utk.edu	865-974-2126	Client since 2017
<b>CSU-Long Beach</b>	Katie Burd Assistant Athletic Director, Financial Services	katie.burd@csulb.edu	716-531-6729	Client since 2020
<b>Purdue University</b>	Dr. Ken Halpin Athletics Chief Operations Officer	krhalpin@purdue.edu	509-385-3750	Client since 2020
<b>University of Miami</b>	Matt Smale Executive Associate Athletics Director, Miami Hurricanes Athletics	msmale@miami.edu	305-284-1518	Client since 2018
<b>University of Denver</b>	Josh Boone Assistant Vice Chancellor and Deputy Director of Athletics for Strategy and Finance	joshua.boone@du.edu	303-871-4224	Client since 2020

## 4.4 Oral Presentations


The University has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below: Materials and Information Requested at Oral Presentation:

4.4.1. Demonstration of the vendor's solution to including reporting and invoicing.

4.4.2. Proposed Staffing Plan.

4.4.3. Detailed schedule of project deliverables with timelines

We welcome the opportunity to further explain and outline how the Expense Card program can support the University's requirements. We will provide further clarification of any points including a demonstration of our reporting solution. This is a no cost program to the University so invoicing will not be required. We can also cover more on our staffing and support plan with greater detail on the project deliverables and timelines.

<b>Request for Proposals</b>	 <b>Marshall University</b> <b>Office of Purchasing</b> <b>One John Marshall Drive</b> <b>Huntington, WV 25755-4100</b> Direct all inquiries regarding this order to: (304) 696-2820	<b>Proposal/Bid#</b> <b>MU22PREPDCARD</b>
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<b>Vendor:</b>	<b>For information call:</b> <b>Purchasing Contact:</b> Justin Hawthorne <b>Phone:</b> (304) 696-2820 <b>Email:</b> <a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a> & <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>
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**Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.**

<b>DATE</b> 6/30/2022	<b>MANDATORY PRE-PROPOSAL/BID MEETING: 7/7/2022 @ 2:00 pm LPT via Teams</b>	<b>DEPARTMENT REQUISITION NO.</b>	<b>PROPOSALS OPEN: July 28, 2022 @ 3:00 pm LPT via Teams</b>	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
		<b><u>REQUEST FOR PROPOSALS</u></b>  Marshall University, on behalf of the Board of Governors, invites sealed proposals to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:  <b>PREPAID AND / OR PAY CARD SOLUTION</b> <b>MARSHALL UNIVERSITY – HUNTINGTON, WV</b>  <b>Mandatory Pre-Bid Meeting:</b> July 7, 2022 at 2:00 p.m. via Microsoft Teams at <a href="https://tinyurl.com/MU22PREPDCARD-Pre-bid">https://tinyurl.com/MU22PREPDCARD-Pre-bid</a>  <b>Technical Question Deadline:</b> July 14, 2022 by 9:00 a.m. LPT send via email to <a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a> with Subject Line: <b>MU22PREPDCARD Questions</b>  <b>Bid Opening:</b> July 28, 2022 @ 3:00 pm LPT, via Microsoft Teams at the following link: <a href="https://tinyurl.com/MU22PREPDCARD">https://tinyurl.com/MU22PREPDCARD</a>		

**Total**

**To the Office of Purchasing,**

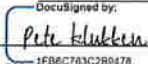
**In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.**

Bidder guarantees shipment from \_\_\_\_\_ N/A \_\_\_\_\_ within \_\_\_\_\_ days

FOB \_\_\_\_\_ After receipt of order at address shown

Terms \_\_\_\_\_

Bidder's name Vendor U.S. Bank

Signed By 

Typed Name Peter Klukken

Title SVP, General Manager Prepaid Division

Email peter.klukken@usbank.com

Street Address 200 South 6th Street

City/State/Zip Minneapolis, MN 55402

Date July 26, 2022 Phone 612-973-1089

Fein 31-0841368

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

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#### SECTION 1: GENERAL INFORMATION

##### 1.1. Introduction:

The Marshall University Office of Purchasing (hereinafter referred to as the “Office of Purchasing”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, is soliciting proposals from qualified vendors to provide the University with prepaid card solutions to replace current paper check or cash advance processes. The successful vendor will provide a prepaid card program that includes cards that can be used at specific retail stores and/or pre-loaded VISA / MasterCard /American Express / Discover Cards that can be used anywhere credit cards are accepted. Prepaid cards are to be used for various expenses, including but not limited to student athlete per diems, travel per diems, and Residence Life programming costs.

Respondents must submit their qualifications, experience, references, and other information as required throughout the process that will enable Marshall to select a solution that best meets the needs of its students, staff, and faculty.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Office of Purchasing. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

##### 1.2. RFP Schedule of Events:

RFP Released to Public .....	June 30, 2022
Virtual Mandatory Pre-bid Conference.....	July 7, 2022 at 2:00 p.m., LPT via Teams
Vendor’s Written Questions Submission Deadline .....	July 14, 2022
Addendum Issued.....	July 21, 2022

**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPDCARD – Prepaid and / or Pay Card Solution

Technical Bid Opening Date..... July 28, 2022 at 3:00 p.m., LPT  
Technical Evaluation Begins ..... *TBD*  
Oral Presentation..... August 10, 2022  
Cost Bid Opening..... *TBD*  
Cost Evaluation Begins..... *TBD*  
Contract Award Made ..... *TBD*



**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPDCARD – Prepaid and / or Pay Card Solution

**SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on next page.

## Marshall University

**INSTRUCTIONS TO VENDORS**

**1. REVIEW DOCUMENTS THOROUGHLY:** Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening.
- A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

- A virtual **MANDATORY** pre-bid meeting will be held at the following place and time:  
 July 7, 2022 at 2:00 p.m. via Microsoft Teams at the following link:  
<https://tinyurl.com/MU22PREPDCARD-Pre-bid>

All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one (1) Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document attendance verification. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. **Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.**

## Marshall University

**INSTRUCTIONS TO VENDORS**

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid meeting.

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid meeting will be discussed at the pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Marshall University Office of Purchasing as directed below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.

Question Submission Deadline (date and time): July 14, 2022, by 9:00 a.m., LPT

Submit Questions to: Justin Hawthorne, Purchasing Agent

Old Main 125

One John Marshall Drive

Huntington, WV 25755

Fax: (304) 696-3333 (Vendors should not use this fax number for bid submission)

Email: hawthorne2@marshall.edu (Subject Line MU22PREPDCARD Questions)

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Marshall University Office of Purchasing is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier.

## Marshall University

**INSTRUCTIONS TO VENDORS**

A bid that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

SEALED BID: MU22PREPDCARD

CONTACT: Justin Hawthorne, Purchasing Agent

SOLICITATION NAME: MU22PREPDCARD - PREPAID AND / OR PAY CARD SOLUTION

SOLICITATION CLOSING DATE: July 28, 2022

SOLICITATION CLOSING TIME: 3:00 p.m., LPT

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by Bonfire™ (in the case of electronic submission), or when the bid is delivered via mail or courier and time stamped by the official Marshall University time clock.

Bid Opening Date and Time: July 28, 2022 @ 3:00 pm LPT, via Microsoft Teams at the following link:

<https://tinyurl.com/MU22PREPDCARD>

Bid Opening Location: Marshall University Office of Purchasing

Old Main 125

One John Marshall Drive

Huntington, WV 25755

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the University. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its written bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**Marshall University**

**INSTRUCTIONS TO VENDORS**

- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, communication with Marshall University or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Purchasing approval for such communication.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the registration fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>. Please Note: Vendor Preference is not applicable to construction projects.
- 15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

## Marshall University

**INSTRUCTIONS TO VENDORS**

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in Bonfire™ can be accessed and viewed by the University staff immediately upon bid opening. The University will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the University to print or electronically save documents provided that those documents are viewable by the University prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
- 20. NON-RESPONSIVE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsive in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not conform to the mandatory or essential requirements contained in the solicitation.
- 21. ACCEPTANCE/REJECTION:** The University may accept or reject any bid in whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.



## Marshall University

**INSTRUCTIONS TO VENDORS**

- 22. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 et seq., §5G-1-1 et seq., and the West Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET (S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The University may disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. and subject to W. Va. Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.

- 23. PURCHASING AFFIDAVIT:** The University is prohibited from awarding a contract to any bidder that owes a debt to the State or political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

- 24. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-4 requires that the vendor submit to the Marshall University Office of Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

[http://www.state.wv.us/admin/purchase/VRC/Ethics\\_DisclosureInterestedParties\\_2018.pdf](http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf)

- 25. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. This authority does not apply to instances where state law mandates receipt with the bid.

**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPCARD – Prepaid and / or Pay Card Solution

**SECTION 3: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on next page.

## MARSHALL UNIVERSITY

### GENERAL TERMS AND CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

**21 "Award Document"** means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

**22 "Bid" or "Proposal"** means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

**23 "Board"** means the Governing Board of Marshall University.

**24 "Buyer"** means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

**25 "Chief Procurement Officer"** means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

**26 "Contract"** means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

**27 "Governing Board"** means the Marshall University Board of Governors as provided for in the West Virginia state code.

**28 "Higher Education Institution"** means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

**29 "Office of Purchasing"** means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

Revised: 10/12/21

**2.10 "Purchasing Card" or "P-Card"** means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

**2.11 "Responsible Bidder" and "Responsible Vendor"** mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

**2.12 "Responsive Bidder" and "Responsive Vendor"** mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

**2.13 "Solicitation"** means the notice of an opportunity to supply the University with goods and services.

**2.14 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

**2.15 "University"** means Marshall University or Marshall.

**2.16 "Vendor" or "Vendors"** means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.17 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

**Term Contract**

**Initial Contract Term:** The Contract becomes effective on upon award and extends for a period of one (1) year(s).

**Renewal Term:** The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to four (4) years successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of the Contract is prohibited.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- Fixed Period Contract:** The Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within \_\_\_\_\_.
- Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract must be completed within \_\_\_\_\_ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.
- One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

- Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

**7. REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

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**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, ~~claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress;~~ invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy must include PCI (Payment Card Industry Data Security Standard) coverage / compliant coverage.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.  
\_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

**Liquidated Damages Contained in the Specifications**

**11. ACCEPTANCE:** Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

**12. STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

**13. PRICING/BEST PRICE GUARANTEE:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**15. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

\_\_\_\_\_  
\_\_\_\_\_

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**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

**17. FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

**18. RISK SHIFTING:** Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

**19. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.

**20. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

**21. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**22. CANCELLATION/RIGHT TO TERMINATE:** The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

**23. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

**24. DISPUTES** – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

**25. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.

**26. DELIVERY** -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

**27. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

**28. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**29. ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

**30. MODIFICATIONS:** Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

**31. AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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**32. NO WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

**33. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**34. ASSIGNMENT:** Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

**35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**36. UNIVERSITY EMPLOYEES:** University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**37. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

**Proposals are NOT to be marked as confidential or proprietary** Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

**38. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

**39. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

**40. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

**41. THIRD-PARTY SOFTWARE:** If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

**42. RIGHT TO REPOSSESSION NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

**44. VENDOR RELATIONSHIP:** The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**45. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

**46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT** West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

**48. DISCLOSURE OF INTERESTED PARTIES** A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

**49. CONFLICT OF INTEREST:** Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

**50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES:** If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

**51. PUBLICITY:** Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**52. UNIVERSITY MARKS:** Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**53. INTELLECTUAL PROPERTY:** The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

**54. FERPA:** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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**55. REPORTS:** Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

**56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS:** Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:**

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.**

Tal Vaadia, Vice President, Sales Manager

(Name, Title)

Tal Vaadia, Vice President, Sales Manager

(Printed Name and Title)

200 South 6th Street, Minneapolis, MN 55402

(Address)

970.682.2755

612.973.2918

(Phone Number)

(Fax Number)

tal.vaadia@usbank.com

(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

U.S. Bank

(Company)

DocuSigned by:

*Pete Klukken*

(Authorized Signature)

Peter Klukken, Senior Vice President, General Manager

(Printed Name and Title of Authorized Representative)

July 26, 2022

(Date)

612.973.1089

612.973.2918

(Phone Number)

(Fax Number)

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WV-96  
1/1/2019

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Marshall University

Vendor: U.S. Bank

Contract/Lease Number ("Contract"): MU22PREPDCARD

Commodity/Service: Prepaid and / or Pay Card Solution

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:


1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University  
 By: *Michelle Wheeler*  
 Printed Name: Michelle Wheeler  
 Title: Interim Director of Purchasing  
 Date: *April 19, 2023*

Vendor: U.S. Bank  
 By:   
 Printed Name: Peter Klukken  
 Title: SVP, General Manager, Prepaid  
 Date: February 09, 2023

Approved as to form prior to acknowledgement thereof

this *16th* day of *Feb*, 20*23*  
Patrick Morrisey, Attorney General

By:   
Senior Deputy Attorney General

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

#### SECTION 4: PROJECT SPECIFICATIONS

- 4.1 Background and Current Operating Environment:** Marshall University was founded as an academy in 1837 in Huntington, West Virginia located in the southwestern border of the state. Marshall University officially became a public university in 1961.

The University has experienced major growth in the last few decades.

Approximately 11,000 students attend Marshall University, including about 370 international students representing more than 60 countries.

Twelve colleges and schools, which offer over one hundred undergraduate, graduate, and doctoral programs, are part of the University. Over 70 undergraduate programs/majors are offered in various fields.

More than 50 graduate, doctoral and medical degree programs are offered, including Teaching of English to Speakers of Other Languages (TESOL), biomedical/biological science, health care administration, human resource management, information systems, Master of Business Administration (MBA), and technology management.

The campus is within walking distance of shopping, restaurants, movie theaters, hotels, and banks. On campus, students have access to contemporary instructional facilities, a recreation center, student health services, dining and residential facilities, a state-of-the-art library with a 24-hour study center, tutoring services, numerous social and academic student organizations and a host of artistic, cultural athletic events.

Quick Facts: <https://www.marshall.edu/quick-facts/>

Institutional Data: <https://www.marshall.edu/irp/institutional-data/>

- 4.2 Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other approaches.

Priorities for the card program are:

- A comprehensive stored valued payment card program that is simple and easy to administer;
- Secure handling of sensitive research information and the capability of the program to maintain the confidentiality of recipients;



# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

- Cards that can be used at all stores;
- Cards that can be used like VISA/MasterCard at any location that accepts credit cards without a penalty, without any associated charges.
- Cards that can be used internationally;
- No card fees;
- Ability for the University to withdraw funds from cards that have funds remaining;
- Cards with or without expiration dates; and
- An online ordering system that would allow campus departments to order cards directly.

#### 4.2.1 Goals and Objectives – The project goals and objectives are listed below.

- 4.2.1.1. Goal/Objective 1:** Provide an overview of your company's card capabilities including:
- a. Where (locations and retail establishments) the cards can be used;
  - b. If card can be used as a standard Visa/MasterCard/American Express/Discover Card;
  - c. Ability for the University to retract funds from cards that have funds remaining.
- 4.2.1.2. Goal/Objective 2:** Describe the online system features you offer. Please provide details about your online tool capabilities.
- 4.2.1.3. Goal/Objective 3:** Describe the invoicing options you offer, including how funds will be transferred and the invoice documentation that you can provide.
- 4.2.1.4. Goal/Objective 4:** Describe the training opportunities you provide, including the types of training you offer and what it typically includes.

**4.2.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

- 4.2.2.1. **Mandatory Requirement 1:** Provide prepaid cards that can be assigned to an individual and/or a specific individual.
  - 4.2.2.2. **Mandatory Requirement 2:** Provide an online system for adding cardholders and approving payments.
  - 4.2.2.3. **Mandatory Requirement 3:** Provide an online system for inventory of both used and unused cards.
  - 4.2.2.4. **Mandatory Requirement 4:** Provide an online tool to enter recipient information and pre-load funds and / or transfer funds.
  - 4.2.2.5. **Mandatory Requirement 5:** Provide an online tracking system for total dollar amount of payments issued to card or individual for reporting.
  - 4.2.2.6. **Mandatory Requirement 6:** All cards provided must be reloadable.
  - 4.2.2.7. **Mandatory Requirement 7:** The University must have the ability to retract unused funds.
  - 4.2.2.8. **Mandatory Requirement 8:** Cards must have the ability to be used at ATM's and as a standard Visa / MasterCard /American Express / Discover Card.
  - 4.2.2.9. **Mandatory Requirement 9:** Provide detail on your ability to provide comprehensive reports, including amounts utilized by individuals and departments with the capability to query data. Reports can be provided on request by the vendor or through an online transactional based tracking system that is accessible to departments at Marshall University.
  - 4.2.2.10. **Mandatory Requirement 10:** Vendor must provide an implementation plan and timeline, which will be effective upon contract award.
  - 4.2.2.11. **Mandatory Requirement 11:** Vendor must sign Attachment B: Cloud Computing Contract Addendum.
- 4.3. **Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1. Qualification and Experience Desirable – 1:** A minimum of three (3) years' experience providing prepaid cards services for a higher education entity similar to Marshall University or larger.

**4.3.1.2. Qualification and Experience Desirable – 2:** The vendor should have experience working with Marshall University.

**4.3.2. Mandatory Qualification/Experience Requirements –** The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.3.2.1. Mandatory Requirement 1:** Vendor must identify all members of their firm's proposed Marshall University prepaid card team, their educational and professional background and relevant experience relating to operating and managing a prepaid card program.

**4.3.2.2. Mandatory Requirement 2:** Vendor must provide a minimum of two (2) examples of their most recent experience with college and university prepaid cards and provide a minimum of four (4) references related to these experiences.

**4.4. Oral Presentations:** The University has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

**4.4.1.** Demonstration of the vendor's solution to including reporting and invoicing.

**4.4.2.** Proposed Staffing Plan.

**4.4.3.** Detailed schedule of project deliverables with timelines

**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPDCARD – Prepaid and / or Pay Card Solution

**SECTION 5: VENDOR PROPOSAL**

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
- 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
  - 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
  - 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
  - 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
  - 5.3.5. Proposal Submission:** All proposals must be submitted to the Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

**SECTION 6: EVALUATION AND AWARD**

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score, and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of seventy (70) of the one hundred (100) points. Cost represents thirty (30) of the one hundred (100) total points.

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.2)	
- Approach & Methodology to Goals/Objectives (§ 4.2.1)	(28) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2)	(10) Points Possible
Qualifications and Experience (§ 4.3)	
- Qualifications and Experience Generally (§ 4.3.1)	(8) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2)	(4) Points Possible
<u>Oral Interview (§ 4.4)</u>	<u>(20) Points Possible</u>
<u>Total Technical Score:</u>	<u>70 Points Possible</u>
<u>Total Cost Score:</u>	<u>30 Points Possible</u>

**Total Proposal Score: 100 Points Possible**

**6.3. Technical Bid Opening:** At the technical bid opening, the Office of Purchasing will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.

**6.4. Technical Evaluation:** The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Office of Purchasing.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of seventy (70) percent (forty-nine (49) points) of the total technical points possible to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Office of Purchasing will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Office of Purchasing reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Office of Purchasing.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000  
 Proposal 2 Cost is \$1,100,000  
 Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$   
 Step 2 –  $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 \text{ (90.9091\%)}$   
 Step 2 –  $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification,



# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

*PLEASE NOTE: U.S. Bank reserves the right to negotiate the Terms and Conditions of the contract upon award. We have reviewed contract language provided in the RFP and noted our requested redlines in Appendix D. We welcome further discussions on these points. We would also like to incorporate our standard agreement as a part of the overall contract with the University. A copy of our Expense Card Agreement is included in Appendix E. We look forward to exploring and gaining a mutual agreement on all contractual terms.*

U.S. Bank

(Company)

DocuSigned by:

*Pete Klukken*

Senior Vice President,  
General Manager

(Representative Name, Title)

612.973.1089 / 612.973.2918


(Contact Phone/Fax Number)

July 26, 2022

(Date)

Appendix A

# Addendum Acknowledgement Form

<b>Request for Bids</b>	 <p><b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820</p>	<b>Bid#</b> <b>MU22PREPDCARD</b> Addendum No. 01
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<b>Vendor:</b>	<b>For information call:</b> <b>Purchasing Contact:</b> Justin Hawthorne <b>Phone:</b> (304) 696-2820 <b>Email:</b> <a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a> & <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>
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**Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.**

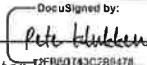
<b>DATE</b>  7/21/2022	<b>DEPARTMENT REQUISITION NO.</b>  MU22PREPDCARD	<b>BIDS OPEN:</b>  July 28, 2022 at 3:00 PM, LPT	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
<b><u>ADDENDUM NO. 01</u></b>				
Project Name: MU22PREPDCARD - Request for Proposal Marshall University Prepaid and / or Pay Card Solution  Purpose: To respond to vendor's technical questions and attach the mandatory pre-bid sign-in sheet.				

**Total**

**To the Office of Purchasing,**  
**In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.**

Bidder guarantees shipment from N/A within \_\_\_\_\_ days  
 FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms \_\_\_\_\_

Bidder's name Vendor U.S. Bank  
 Signed By   
 Typed Name Peter Klukken  
 Title SVP, General Manager Prepaid Division  
 Email peter.klukken@usbank.com  
 Street Address 200 South 6th Street  
 City/State/Zip Minneapolis, MN 55402  
 Date July 26, 2022 Phone 612-973-1089  
 Fein 31-041368

**SOLICITATION NUMBER: MU22PREPDCARD**  
Request for Proposal Marshall University Prepaid and / or Pay Card Solution

**Addendum Number: No. 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To respond to vendor's technical questions.
2. To attach the mandatory pre-bid sign-in sheet.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Attachment A

**Addendum No. 01**  
**MU22PREPCARD – Request for Proposal**  
**Marshall University**  
**Prepaid and / or Pay Card Solution**

**Technical Questions and Answers**

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**Q1.** Can we obtain a Vendor List with Spend amounts?

**A1.** No, in the past funds were disbursed to students, faculty, and staff based on GSA approved rates to spend wherever the card was accepted.

**Q2.** What are the spend amounts for paying vendors?

**A2.** \$1 - \$1,500 per card per occurrence, based on the approved per diem amount.

**Q3.** What are the spend amounts for travel cards?

**A3.** In FY19 (July 1, 2018 – June 30, 2019), our last normal FY prior to the coronavirus outbreak, the approximate total for per diem spend was \$450,000 for faculty, staff, and non-athletic students.

Using the same percentage of budgeted travel for FY23 the estimated spend for per diem would be \$175,000. For athletics FY22 (July 1, 2021 – June 30, 2022) was approximately \$360,000. Both of these numbers are subject to change based on the reduced University budget, whether athletics participates in a bowl game or other post season play, and the amount of travel requests for the upcoming FY.

**Q4.** How many travelers do you have?

**A4.** For FY19, we had approximately 711 faculty, staff and non-athletic travelers who were reimbursed for some part of their trip and 1,388 total reimbursements. Between coaches & student athletes – we anticipate 500



cards.

**Q5.** What accounting software are you using?

**A5.** Ellucian Banner and wvOASIS.

**Q6.** How many checks are being cut per month?

**A6.** The average monthly number of reimbursements (checks and direct deposits) is 102 for the Fall term (July – Dec).

The average monthly number of reimbursements for the Spring term (Jan – June) is 130.

**Q7.** Are you using third party software for an expense management tool such as Concur?

**A7.** No.

**Q8.** What is your process for paying vendors now?

**A8.** Currently, for faculty, staff, or non-team travel students we process their per diem as a reimbursement on a paper travel settlement. This is audited internally before being sent to the State Auditor's office for processing and payment by either check or direct deposit. Athletics currently writes reimbursements checks to staff / coaches out of private funds.

**Q9.** If a real time system or access for reporting is not available, will you accept the previous day that supports transactions from the previous day?

**A9.** No, the loading of funds to cards should be viewable in real time per card.

**Q10.** Will the university be responsible for maintaining the database for MU Student IDs and related card numbers?

**A10.** Yes.

**Q11.** What is the anticipated card stock that will be necessary to stay at Marshall?

**A11.** We anticipate needing 800 cards up front to begin the process and maintaining 200 cards in stock on campus.

**Q12.** What is the anticipated total annual spend? General estimate is all we need.

**A12.** Based on the current budget and previous per diem reimbursement estimates, the total spend for FY23 would be approximately \$175,000 for faculty and staff. The estimate for athletics would be \$396,000.

**Q13.** Please confirm that no payroll or payroll related expenses and payments will be put on these cards.

**A13.** No payroll or payroll related expenses will be loaded.

**Q14.** How many cards do you anticipate for the whole program?

**A14.** See Q11.

**Q15.** What does the University consider as stale dated funds? (1 year, 2 year, 90 days... etc.)

**A15.** The West Virginia State Treasurer's Office considers one (1) year to be stale dated.

**Q16.** As it relates to stale dated cards, please confirm your escheat process. Please explain how the university desires for stale dated funds to be handled.

**A16.** At the one-year mark, unused card balances must be returned to Marshall for

processing.

**Q17.** Do you anticipate the need for use of restrictions (by NAICS/MCC) on the card? I.e. no alcohol, gambling, or any other limitations.

**A17.** Yes, we do anticipate the need for restrictions of use based on restrictions of state funds.

**Q18.** Please clarify that these cards to be loaded by ACH and Wire.

**A18.** Yes, both.

**Q19.** What is the typical time between load time and use?

**A19.** We expect the funds to be available immediately.

**Q20.** Do you anticipate the expense related to card use by individual user for example at a foreign ATM to be bore by the card holder? i.e. \$1.50 for cash withdraw at a foreign ATM.

**A20.** Yes, this would be the cardholder's responsibility.

**Q21.** Will you except reporting in the form of a BAI or Excel based file?

**A21.** Yes.

**Q22.** How often do you expect to retract funds?

**A22.** On an as needed basis.

**Q23.** Is an online portal acceptable to manage the card program and student assignment of cards?

**A23.** Yes, this is the preferred method.

**Q24.** How many prepaid cards do you require?

**A24.** See Q11.

**Q25.** Are these Cards reloadable?

**A25.** Yes.

**Q26.** What would you be using the cards for?

**A26.** Cards would be loaded with funds based on the approved per diem amount for faculty, staff, and students to use, transfer, or withdraw at an ATM in cash.

**Q27.** How much would you be funding to each card?

**A27.** There is no set amount. It would be based on the GSA per diem amount, the location and length of the trip, and the approved budget.

**Q28.** How Often? i.e Weekly Funding?

**A28.** Daily as needed.

**Q29.** What date do you need the cards by?

**A29.** Thirty (30) to sixty (60) days after contract award.

**Q30.** Can you describe the administrative hierarchy you are looking to support for MU users? Will SSO govern rights driven access to a card management platform?

**A30.** Using Marshall's Single Sign-On for cardholders and administrators would be the preferred method. Prefer dual administrators for the platform which requires all changes to be approved by a second administrator, especially to user setup. The Administrators should have the ability to activate/deactivate users and assign privileges. Prefer MFA to be required.

**Q31.** What type of reporting structure would MU prefer in oversight and management of the program? Does MU desire to have an approval process for loading of funds to cards i.e. one performs loads, another user approves request.

**A31.** We will need the ability to assign users the privilege/access to initiate a batch load, approve the batch and/or load the batch. Users assigned the privilege/access should be able to both initiate and approve a batch but never both actions on the same batch. We expect a three-step process: initiate, approve, and load.

**Q32.** From what I gathered on the call there are three main divisions that will utilize the program – athletics, clubs (ie debate club) and faculty. Est total 1000?

**A32.** It would be athletics, other student team travel such as debate (these are not considered clubs as there are hundreds of those on campus), and faculty/staff per diem. See A11 above for estimated numbers.

**Q33.** I was trying to get an idea of annual spend. From what I gather, your per diem follows the GSA guidelines- would this be the \$100 apprx per diem. Per diem includes just food and expenses? What else does it cover? If you could provide more details around average spend per department that would be helpful.

**A33.** See A12 for estimated spend.

**Q34.** Athletics – approx. 400 athletes – do they have a \$100/day per diem? Is this just for food & beverage?

**A34.** We currently allow \$40/day for per diem. There might be instances where we have incidental funds that are \$50/day. This money can be used however they see fit.

**Q35.** Faculty – will they be putting through travel, hotel and other expenses besides just F&B (food & beverage)?

**A35.** For faculty and staff the cards are meant for per diem based on GSA amount for the destination. The program may be expanded to include other travel expense reimbursements but not at the current time.

**Q36.** Clubs – just F&B (food & beverage) like the athletes?

**A36.** This will not be utilized for clubs but only for student academic teams (mainly Debate and Band). The rate will be based on the GSA per diem amount for the location they are traveling too.

**Q37.** Customization – were you looking to have the cards customized?

**A37.** Yes, one Marshall University design.

**Q38.** Once money loaded on the cards, it is the cardholders's money to spend? You will not need to deload cards with balances after each travel?

**A38.** Correct. Only reverse funds if not spent within a year.

**Q39.** Did you want personalized cards (names on cards) for the cardholders? Or just the name of the University?

**A39.** Name of the University.

**Q40.** You are wishing to have the ability for ATM and money transfers (ACH, wire). The RFP mentioned no fees, however we cannot control the fees banks charge at ATM so this is a hard cost to us. In addition, ACH fees would apply but only at time of use.

**A40.** Costs related to loading amounts on the card, initiating ACH from the card to the cardholder's existing bank account and returning funds back the Marshall would be Marshall's responsibility. ATM costs would be the cardholder's responsibility.

**Q41.** If there are any fees, do you wish them to go to the cardholder or the university?

**A41.** See A40.

**Q42.** You did not wish to have restrictions on cards – ie: no alcohol?

**A42.** See A17.

**Q43.** You did not wish to have receipts; however, the cardholder should be able to view transactions on their app or portal, correct?

**A43.** The University will not require receipts for reporting purposes. The cardholders should be able to receive a paper or electronic receipts for their purposes.

**Q44.** Cards are predominantly used for per diem?

**A44.** Yes.

**Q45.** Will you want to have separate accounts/entities for each division using the cards – ie: faculty, athletics etc?

**A45.** Yes, we consider that as the preferred method.



**Q46.** Will the cardholder have a unique ID# to identify them?

**A46.** Yes, Marshall University ID number.

**Q47.** Will each department fund their own program?

**A47.** Yes.

**Q48.** How will you fund your account – will we be able to have a PAD agreement set up for automatic pulls from each department, or will you prefund as required?

**A48.** Marshall University will transfer funds via ACH or Wire as needed. No automatic pulls will be permitted.

**Q49.** Do you know the budget/projections for per diem spend per division for the 2022/23 school year?

**A49.** See A12.

**Q50.** Cards typically have a three year expiry. Will the cardholder keep the same card (replace in 4th year) for the duration of their time at Marshall? Or will they be required to hand them in at the end of the school year?

**A50.** Students and staff will keep the same card during their duration at the University.

**Q51.** I understand that as per the Instructions to Vendors document sections 23 and 24, the vendors are required to sign and notarize the purchasing Affidavit to Marshall as well as submitting the interested party disclosure form, however, do you require these with our proposal or it can be sent if the bid is accepted and at the time of signing the contract.

**A51.** This documentation must be completed prior to contract award. It is not required with proposal submission.

**Q52.** What is the total funding amount for all programs annually?

**A52.** See A12.

**Q53.** Please provide the following estimates for each of the student athletic, travel per diem and Residence Life programs:

- Number of cards issued annually (per program)
- Average load amount (per card)
- Frequency of loads (per program)

**A53.** For athletic and travel per diem please see A11 and A12.

**Q54.** Please provide more detail on “Residence Life programming”. Will the funds added to cards be considered University-owned funds or consumer-owned funds?

**A54.** At this time, the card will not be used for Residence Life programming.

**Q55.** Are there any other potential use cases for prepaid cards?

**A55.** Yes, but none are defined or anticipated at this time.

**Q56.** When does the University expect to launch the program?

**A56.** Thirty (30) to sixty (60) days after contract award.

**Q57.** Is it acceptable to add rows to the Cost Sheet to include fees/descriptions that aren't listed?

**A57.** No. The cost sheet cannot be altered. If the cost sheet is altered, your proposal will be disqualified.



Office of Purchasing

**MANDATORY PRE-BID MEETING SIGN-IN SHEET**

**PROJECT NAME:** MU22PREPDCARD - Request for Proposal Marshall University Prepaid and / or Pay Card Solution  
**MEETING PLACE:** Via Microsoft Teams at <https://tinyurl.com/MU22PREPDCARD-Pre-bid>.  
**DATE:** July 7, 2022 at 2:00 p.m., LPT.

**Confirmed Email Attendees:**

#	NAME	TITLE	REPRESENTING	PHONE	CELL	FAX	EMAIL
1.	Carolyn Poole		Trucash Group of Companies	416-668-6691			<a href="mailto:carolyn.poole@trucash.com">carolyn.poole@trucash.com</a>
2.	Courtney Pack		Truist	304-353-1576			<a href="mailto:courtney.pack@truist.com">courtney.pack@truist.com</a>
3.	Dallas Miller		Brinks Inc	804-289-9698			<a href="mailto:Dallas.Miller@brinksinc.com">Dallas.Miller@brinksinc.com</a>
4.	Dianne Newton		Netspend Corporation				<a href="mailto:dnewton@netspend.com">dnewton@netspend.com</a>
5.	Halle Mulford		Red Card Athletics				
6.	David Hunter		Commerce Bank				
7.	Rhonda Kirk		Fiserv	910-912-7101			<a href="mailto:Rhonda.kirk@fiserv.com">Rhonda.kirk@fiserv.com</a>
8.	Mike Holtsclaw		Truist				<a href="mailto:Michael.Holtsclaw@truist.com">Michael.Holtsclaw@truist.com</a>
9.	Michael Ross		Fiserv	470-571-1958			<a href="mailto:michael.ross@Fiserv.com">michael.ross@Fiserv.com</a>
10.	Sarah Saunders		Conduent State & Local Solutions	202-423-6154			<a href="mailto:Sarah.Saunders@conduent.com">Sarah.Saunders@conduent.com</a>
11.	Tal Vaadia		U.S. Bank	970-682-2755			<a href="mailto:tal.vaadia@usbank.com">tal.vaadia@usbank.com</a>
12.	Tom Solomon		In Prepaid Technologies	205-871-6144 ext.1066			<a href="mailto:tsolomon@in-prepaid.com">tsolomon@in-prepaid.com</a>
13.	Vickie Walker		Conduent State & Local Solutions	386-276-0318			<a href="mailto:Vickie.Walker@conduent.com">Vickie.Walker@conduent.com</a>



Office of Purchasing  
**MANDATORY PRE-BID MEETING SIGN-IN SHEET**

**Marshall University and Other Attendees on call:**

#	NAME	TITLE	REPRESENTING	PHONE	CELL	FAX	EMAIL
14.	Justin Hawthorne		Marshall University				<a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a>
15.	Angela White Negley		Marshall University				<a href="mailto:negley4@marshall.edu">negley4@marshall.edu</a>
16.	Dawn Kirtner		Marshall University				<a href="mailto:dawn.kirtner@marshall.edu">dawn.kirtner@marshall.edu</a>
17.	Alice Roberts		Marshall University				<a href="mailto:alice.roberts@marshall.edu">alice.roberts@marshall.edu</a>
18.	Miriah Young		Marshall University				<a href="mailto:spence10@marshall.edu">spence10@marshall.edu</a>

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:  
(If Applicable)**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**U. S. Bank**

Company

DocuSigned by:

*Pete Klukken*

Authorized Signature

**July 26, 2022**

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised: 7/15/21

Appendix B

# Attachment B: Cloud Computing Contract Addendum

**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPDCARD – Prepaid and / or Pay Card Solution

**Attachment B: Cloud Computing Contract Addendum**



## Marshall University Cloud Computing Contract Addendum

“**Institution**” as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

“**Vendor**” as used herein means U.S. Bank

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*(Insert Vendor Name Here)*

### Definitions

“**Confidential Information**” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), or Marshall University Policy [<http://www.marshall.edu/board/board-of-governors-policies/>]. This information includes, but is not limited to, Social Security numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

“**Covered Data**” includes any institutional data defined as “confidential information”.

“**Institution Data**” includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

“**Notification Event**” includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

“**Vendor User**” includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

### Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the "Vendor Users") are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-

party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

## Data Protection

Upon termination, cancelation, expiration or other conclusion of the Agreement, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor's product must be compliant with any Federal, State, and Local privacy laws or regulations applicable to the Institution, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub. L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subpts. A, E (2002); the Gramm-Leach-Bliley Act (GLBA) (Pub. L. No. 106-102 (1999), privacy protections are codified at 15 USC § 6801 et seq.).

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. ~~At the request of Institution, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.~~

~~Vendor agrees to adhere to the additional FERPA requirements listed at the following web address: [\[http://ptac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf\]](http://ptac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf) if any of the data is used for research or a longitudinal study.~~

**Notification of Security Incidents**

Vendor, ~~within one day of discovery,~~ shall promptly report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, ~~including a written report, as reasonably requested by Institution~~ as required by government regulatory agencies and law enforcement agencies having jurisdiction and authority for investigating a security incident/breach and any known or suspected criminal activity or as required by law.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the Institution and its Board of Governors, officers, employees, agents and representatives from and against any claims, damages, or other harm related to such Notification Event.

**Institutional Marks Protection**

Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of it name, marks or logos prior to their use by Vendor.

**Indemnification**

Vendor shall indemnify, defend and hold Institution harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including Institution's costs and attorney fees, which arise as a direct result of Vendor's negligent acts, omissions or willful misconduct.

**ACCEPTED BY:**

**MARSHALL UNIVERSITY**

By: Michelle Wheeler  
 Title: Interim Director of Purchasing  
 Date: April 19, 2023

**VENDOR**

Company Name: U.S. Bank  
 By: Pete Hadden  
 Title: Senior Vice President, General Manager  
 Date: July 26, 2022

Appendix C

# Designated Contact Form

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.**

Tal Vaadia, Vice President, Sales Manager

(Name, Title)

Tal Vaadia, Vice President, Sales Manager

(Printed Name and Title)

200 South 6th Street, Minneapolis, MN 55402

(Address)

970.682.2755

(Phone Number)

612.973.2918

(Fax Number)

tal.vaadia@usbank.com

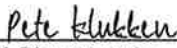
(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

U.S. Bank

(Company)

DocuSigned by:



(Authorized Signature)

Peter Klukken, Senior Vice President, General Manager

(Printed Name and Title of Authorized Representative)

July 26, 2022

(Date)

612.973.1089

(Phone Number)

612.973.2918

(Fax Number)

Revised: 7/15/21

# REQUEST FOR PROPOSAL

## Marshall University

### MU22PREPDCARD – Prepaid and / or Pay Card Solution

will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder’s behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

*PLEASE NOTE: U.S. Bank reserves the right to negotiate the Terms and Conditions of the contract upon award. We have reviewed contract language provided in the RFP and noted our requested redlines in Appendix D. We welcome further discussions on these points. We would also like to incorporate our standard agreement as a part of the overall contract with the University. A copy of our Expense Card Agreement is included in Appendix E. We look forward to exploring and gaining a mutual agreement on all contractual terms.*

U.S. Bank

(Company)

DocuSigned by:

*Pete Klukken*

Senior Vice President,  
General Manager

(Representative Name, Title)

612.973.1089 / 612.973.2918

(Contact Phone/Fax Number)

July 26, 2022

(Date)



Appendix D

# Terms and Conditions Exceptions





**REQUEST FOR PROPOSAL**  
Marshall University  
MU22PREPCARD – Prepaid and / or Pay Card Solution

**Please see Section 3, Pages 40 through 56 for General Terms and Conditions including vendor exceptions.**

Appendix E

# U.S. Bank Expense Card Agreement



## U.S. BANK EXPENSE PREPAID DEBIT CARD AGREEMENT

This U.S. Bank Expense Prepaid Debit Card Agreement (this "Agreement") is made between U.S. Bank National Association, a national banking association ("U.S. Bank") and Marshall University, a West Virginia higher education institution (the "Client").

### RECITALS

U.S. Bank is a member of National Associations and issues U.S. Bank-branded and National Association-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

Client is an entity seeking to, and U.S. Bank is willing to, provide Client-owned business-related expense funds to designated recipients on a National Association-branded prepaid debit card.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### ARTICLE I. DEFINITIONS

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

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

"Administrative Web Portal" means the proprietary and secure web-based prepaid administrative portal hosted by U.S. Bank and used by Client to enroll Cardholders, load and activate Cards, manage Card inventory and view Program reports.

"ACH" means the Automated Clearing House direct deposit network.

"Account Representative(s)" means a person that the Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority for each Account Representative from a menu of options made available by the System.

"Affiliate" means (i) with respect to Client, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with Client, and (ii) with respect to U.S. Bank, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with U.S. Bank, as of the date of this Agreement or any time thereafter.

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

“Card” means a prepaid debit magnetic-stripped or chip-enabled card product which operates off of a centralized funds pool with an individual account set up for participating Cardholders and which bears U.S. Bank Marks and Visa Service Marks, and includes the PDII Cards, provided, however, that to the extent there is conflict in terms with respect to PDII Cards, terms specifically referring to “PDII Cards” shall control over terms referring to “Cards”).

“PDII Card” means a non-personalized instant issue prepaid Card issued pursuant to the Program.

“Cardholder” means a person who receives Disbursements from Client and who receives a Card, including a PDII Cardholder.

“PDII Cardholder” means a person who receives a PDII Card through the Program.

“Cardholder Data” means personally identifiable data about Cardholders, the plastic Card number, Card expiration date in combination with the plastic Card number, Cardholder name in combination with the plastic Card number, track data/magnetic stripe, verification numbers CVV2, CVC2, CID, and PIN Block.

“Client Marks” means Client’s name, as well as any other trademark or service mark owned by Client.

“Control” means the possession, direct or indirect, of the power to vote 50% or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

“Deposit Amount” means the initial dollar value to be loaded onto a PDII Cardholder’s Account.

“Disbursement” means client-owned per diem and similar business expense funds deposited onto the Card by Client.

“Funding Card” means a virtual prepaid debit product which operates off of a centralized funds pool and through the Funding Card Account.

“Funding Card Account” means a prepaid debit card account funded through periodic deposits made with U.S. Bank by Client and accessible through the use of a (real or virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Card Account may be used by Client to make the periodic transfers to and debits from Accounts.

“National Associations” means Visa U.S.A., Inc., Visa International, Inc., and Plus System, Inc.

“Program” means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement. Key elements of the Program and essential responsibilities of the parties are included in Exhibit A to this Agreement.

“Program Launch” means the date mutually agreed to by the parties in writing that Client commences offering the Program to Cardholders.

“Requirements of Law” means with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise.

“Subsidiary” means any corporation or other entity of which securities or other ownership interests having ordinary voting power for the election of a majority of the board of directors or other persons performing similar functions are owned by a party either directly or through one or more Subsidiaries.

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

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

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

## ARTICLE II. PROGRAM LAUNCH

2.1 Prior to Program Launch. To help the federal government of the United States of America fight the funding of terrorism and money laundering activities, federal law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify Client prior to establishing an Account or the Funding Card Account. U.S. Bank reserves the right to require that Client promptly provide to U.S. Bank sufficient identification documents upon request in connection with U.S. Bank’s compliance with Requirements of Law.

2.2 Execution of Program Launch. U.S. Bank and Client agree to work together in good faith and use their best efforts to facilitate the launch of the Program as established according to the terms of this Agreement, provided, however, that U.S. Bank shall in no event be

2.2 Execution of Program Launch. U.S. Bank and Client agree to work together in good faith and use their best efforts to facilitate the launch of the Program as established according to the terms of this Agreement, provided, however, that U.S. Bank shall in no event be liable for any additional costs or purported losses experienced by Client as a result of any delay in or postponement of the Program Launch caused by Client.

### ARTICLE III. USE OF MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include placement of Client Marks on Cards issued pursuant to this Agreement in accordance with the operating regulations of the appropriate National Associations, and related applications, statements, advertising and promotional and public relations materials, and any other item reasonably necessary to the establishment, operation or advancement of the Program. If desired by U.S. Bank, subject to the prior written approval of Client directed to client at ucomm@marshall.edu, U.S. Bank may use Client Marks for other purposes in connection with the Program.. U.S. Bank hereby accepts such license subject to the terms and conditions provided herein. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six (6) months following such termination to replace all documentation relating to the Program with documentation that does not bear Client Marks in connection with the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank agrees that it will have no right, title or interest in the Client Marks other than the license specifically granted in this Section 3.1, and U.S. Bank will do nothing inconsistent with this ownership. In addition, nothing herein grants U.S. Bank to use Client Marks in any manner that endorses U.S. Bank, its affiliates, products or services. Such use of Client Marks is strictly prohibited.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive nontransferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client agrees that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, whose consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertisements or promotions in connection with the Program. U.S. Bank will be deemed to have approved the proposed use if U.S. Bank fails to disapprove Client's request in writing within fifteen (15) Business Days following the date when written request for approval was made to U.S. Bank by Client. Client hereby accepts such license subject to the terms and conditions provided herein. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, and/or one or more of its Subsidiaries, is the owner of U.S. Bank Marks, and Client agrees that it will not have any right, title or interest in the U.S. Bank Marks other than the license specifically granted in this Section 3.2, and Client will not do anything inconsistent with such ownership.

3.3 Third Persons' Marks. Client has no right, title or interest in and will not use Visa Service Marks without specific prior written consent of the owner of the mark.

use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

3.5 Trade Secrets. The U.S. Bank Processing System (the "System") consists of computer programs, procedures, forms and other related materials that have been acquired or developed by U.S. Bank through the expenditure of a great amount of time, effort and money. Client acknowledges that the foregoing are trade secrets which are of great value to U.S. Bank, and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the System will result in loss and irreparable damage to U.S. Bank. Client therefore agrees not to disclose to others any information regarding the System, except as required in the proper performance of this Agreement. All specifications, tapes, programs and other related materials developed in connection with this Agreement will be the property of U.S. Bank and shall be destroyed in accordance with instructions provided by U.S. Bank or returned to U.S. Bank upon the termination of this Agreement.

3.6 Injunctive Relief. In addition, because unauthorized use of a party's name, trade secrets, or trademarks may cause immediate irreparable harm for which monetary damages may be inadequate, each party shall be entitled to equitable relief, including a temporary and permanent injunction of the unauthorized use of a party's name, trade secrets or trademarks.

#### ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

##### 4.1 Card Issuance.

(a) Beginning no later than the Program Launch, Client will begin to offer to recipients the option of receiving a prepaid debit card as a means of accessing Client-owned per diem and similar business expense funds. U.S. Bank will make Cards available to recipients following receipt of Client requests for the issuance of a personalized Card and following U.S. Bank's review and processing in accordance with U.S. Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will issue a Card to a recipient no later than two (2) Business Days following U.S. Bank's receipt of complete and accurate information from Client.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this Section, subsequent transmission of load value will be rejected. U.S. Bank will notify Client in writing of any actions taken pursuant to this Section within ten (10) Business Days.

(c) In the event Client chooses to offer PDII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will permit Client to enroll, register and load non-personalized PDII Cards on a near-instantaneous basis for distribution to Cardholders. Cardholders who receive such PDII Cards shall receive them from Client in a pre-activated status or ready-to-activate status with funds loaded by Client (for avoidance of doubt, such PDII Cards may be funded on a delayed basis in Client's discretion). U.S. Bank shall ensure each Card may continue to be used for such purpose until the expiration or depletion of funds on the Card. U.S. Bank shall record the issuance of each PDII Card and track that PDII Card's issuance, usage, fee collection and closure. PDII Card inventory will be distributed to Client, provided, however, that if Client rolls out the Program in multiple locations, then additional Card stock delivery charges may be assessed and shall be paid by Client. Client shall be responsible for the security and distribution of all PDII Cards that Client has received.

(d) Upon the request of a PDII Cardholder, U.S. Bank will issue to such Cardholder a personalized Card as a replacement for such Card. The Card being replaced will remain active until the Cardholder activates the replacement Card. The replacement Card (i) will access the same Account tied to the original Card, (ii) will be personalized with the name of the Cardholder and (iii) will be subject to the same terms and conditions as any other Card issued under this Agreement. Notwithstanding the foregoing, Client may, in its discretion, elect to offer only PDII Cards to Cardholders.

#### 4.2 Design and Manufacture of Cards.

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

(b) Unless specifically stated otherwise in the price tables contained in the Exhibits to this Agreement, U.S. Bank will bear the expense of manufacturing non-custom Cards issued to Cardholders.

#### 4.3 Design of Statements and Card Carriers.

(a) U.S. Bank will produce Cards and Card carriers, subject to Requirements of Law and the regulations of applicable National Associations using a design created by U.S. Bank.

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



(c) U.S. Bank is responsible for providing monthly Account statements to Cardholders containing information relating to transactions performed with their Cards. U.S. Bank will make such Account statements available to Cardholders in an electronic format via the Internet through U.S. Bank's proprietary prepaid cardholder web site.

4.4 U.S. Bank Program Responsibilities. U.S. Bank will have full responsibility and control over all policies, activities and decisions with respect to all Cards and Accounts, including all fees and charges, customer service, Card issuance and cancellation, debt collection, access to automated teller machines ("ATMs"), and issuance of personal identification numbers. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth in Exhibit A and including Account set-up, Card plastic issuance, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, Disbursement and transaction processing, interaction with the National Association's system, computer processing, and collections. U.S. Bank shall cause the Program to comply with all applicable Requirements of Law in all material respects, including compliance with applicable state escheatment laws. U.S. Bank is not responsible for any determination of the amount to be paid to any Cardholder with respect to such Cardholder's Disbursement amount.

4.5 U.S. Bank Cardholder Service. U.S. Bank will provide Client with access to a trained staff to assist Client with any Cardholder inquiries or complaints arising in connection with Cards or other aspects of the Program, all in accordance with U.S. Bank's established customer service procedures and Requirements of Law.

#### ARTICLE V. RESPONSIBILITIES OF CLIENT

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

5.1 Enrollment of Recipients. Client will ensure that all prospective cardholders and Cardholders are bona fide recipients of Client. Client understands that all prospective cardholders or Cardholders that do not, in U.S. Bank's sole discretion, pass the initial or ongoing verification and screening will be denied a Card. The denial of a Card to a recipient under any circumstances may not be a cause for termination of this Agreement by Client. Client understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders in order to comply with Requirements of Law. In addition, any prospective cardholder or Cardholder may be required to provide additional documentation to U.S. Bank under Requirements of Law. In the event U.S. Bank requires additional documentation from a prospective cardholder or Cardholder pursuant to Requirements of Law, U.S. Bank is required to restrict access to the card by virtue of those Requirements of Law.

5.2 Program Material and Client Responsibilities. Client will arrange for and coordinate the distribution of Cards to its recipients. Client will not distribute any program material unless such material has been reviewed and approved by U.S. Bank prior to distribution to its recipients. Client will ensure that (i) Cards are only used for per diem purposes, (ii) Cardholders understand that Account funds are Client-owned business funds, (iii) Cardholders

understand Client's rights with respect to Cards (including Client's right to review Card activity and to initiate deposits and debits from Cards) and all Client-imposed policies and expectations related to usage of Cards, and (iv) Client complies with all Client-imposed policies and expectations related to usage of Cards.

5.3 Transmission of Load Values and Account Representatives. Client will transmit to U.S. Bank the amounts to be deposited via ACH into the Funding Card Account. Account Representatives will use a batch process or the Administrative Web Portal to fund individual cards. Such transmission will be made only by authorized Account Representatives. Client agrees to provide complete and accurate information to U.S. Bank. Account Representatives will be responsible for the initial transmission of load values and any changes to the amounts to be loaded in to the Funding Card Account after the initial transmission of the determined amount for the Funding Card Account, as well as the correction of any errors in any other data or transmission made by the Client.

5.4 Compensation to U.S. Bank. U.S. Bank will charge Cardholders and Client according to the fee schedule set forth in Exhibit B to this Agreement. U.S. Bank reserves the right to change the Cardholder and Client fee schedule at any time in its sole discretion provided U.S. Bank gives thirty (30) days' prior written notice to Client before making any such change. As the Cards are to be loaded solely with Client-owned funds, Client acknowledges that it is solely responsible and liable for all transactions conducted by Cardholders with the Cards and Accounts, including all fees incurred by Cardholders in connection therewith.

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

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

5.7 PDII Card Security and Inventory Control. Client shall provide PDII Card stock security and inventory control in accordance with all requirements of the National Associations and U.S. Bank, as modified from time to time. U.S. Bank's current requirements are attached hereto as Exhibit C. Client shall bear all risk of loss and any associated liability for PDII Cards lost or stolen after Client has received such Cards. Client must permit U.S. Bank to monitor and/or audit Client's compliance with this Section 5.7 during regular business hours upon not

less than 48 hours' notice to Client and shall provide U.S. Bank with copies of all applicable audits and test results obtained by Client regarding such compliance.

5.8 Reliance on Instructions. Client shall be responsible for monitoring the use of the System by its Account Representatives. U.S. Bank may, without further inquiry, execute or act in reliance upon any instructions, directions, transmissions or other information received from any person using the identity, passwords or access credentials of an Account Representative and any action undertaken by U.S. Bank in reliance to same shall constitute good discharge by U.S. Bank of its obligations under this Agreement.

## ARTICLE VI. CARD ACCOUNTS ATTRIBUTES AND FUNDING

6.1 Funding Card Account. The parties acknowledge and agree that all funds deposited in the Funding Card Account and Card Accounts are Client-owned deposits with U.S. Bank and are intended solely for the purpose of funding Cards. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds in remaining in the Card Accounts, after the deduction of any remaining fees owed to U.S. Bank or any costs incurred by U.S. Bank.

6.2 Funding of Accounts. Client shall utilize a good funds method of settlement which requires Client to deposit a sufficient amount of immediately available funds in the Funding Card Account via transfer from another U.S. Bank depository account or via ACH transfer prior to registering or loading any Card. Client will fund loads to Cards via a batch process or the Administrative Web Portal. The Administrative Web Portal will also allow Client to monitor Card activity and to initiate card-to-card transfers from Card Accounts back to the Funding Card Account. Use of the Administrative Web Portal shall be restricted to Account Representatives. Client acknowledges and agrees that the Funding Card and the Funding Card Account are subject to the terms of this Agreement.

6.3 Load Reversals. Client may use the Administrative Web Portal to monitor Card activity and to initiate Card-to-Card transfers from Card Accounts and to the Funding Card Account. Client may also reverse any Deposit Amount loaded onto a Card, provided sufficient funds are still available on said Card. Client will be responsible for all applicable Deposit Amounts, including those made by Client in error. U.S. Bank will not be obliged to assist Client in any collection efforts with respect to any Deposit Amount or Card load for which reversals cannot be completed.

6.4 Liability for Transactions and Overdrafts. Client shall be liable for all transactions and usage of the Funding Card and the Cards, including all transactions and usage due to negligence, willful misconduct and fraud (excluding however, any negligence, willful misconduct or fraud on the part of U.S. Bank or its agents). Without limiting the generality of the foregoing, to the extent any Account is overdrawn, Client authorizes U.S. Bank to, without notice, offset such amount against the Funding Card Account, other depository accounts owned by Client at U.S. Bank and the other Accounts (provided that, U.S. Bank shall endeavor to offset such amounts against the other Accounts only to the extent sufficient funds are not available in the Funding Card Account and the other depository accounts owned by Client at U.S. Bank). Client will, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of a

Card or Account, and any other inquiries regarding any other aspect of U.S. Bank's prepaid debit card operations.

6.5 ACH Transfers. Client warrants to U.S. Bank that it will not use a Card Account, or make any ACH transfer with respect thereto, for any purpose that is not lawful or is not expressly permitted by the terms of this Agreement. Client will, with respect to all ACH transfers, comply with and be bound by the rules and regulations that govern the applicable funds transfer systems, such as ACH Rules, as published by the National Automated Clearinghouse Association ("NACHA"). Client also acknowledges that U.S. Bank must make certain warranties under the ACH Rules with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs, including attorneys' fees and legal expenses, as the result of any breach of warranty made by U.S. Bank in connection with an ACH transfer initiated by Client.

6.6 FDIC Record Keeping Requirements: In order to facilitate the offering of deposit insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including (i) through April 1, 2021, those required by 12 C.F.R. § 360.9, which provide for a standard data format for generating deposit account and customer data for the FDIC; and (ii) starting April 1, 2021, those required by 12 C.F.R. § 370, which mandate that Client be able to provide the required information in the required format ("FDIC Information") to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank's information technology systems are outlined in the Deposit Broker's Processing Guide ("Guide") published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/>. Client acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder's Accounts and that Client and Cardholders may not have access to deposits in the deposit account until Client delivers the FDIC Information. Upon request, U.S. Bank will provide Client with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

#### ARTICLE VII. EXCLUSIVITY

U.S. Bank shall have the exclusive right to issue prepaid debit cards for the purpose of providing Disbursements to Client's recipients. Client agrees that, during the term of this Agreement, Client shall not be a party to any agreement with any issuer of prepaid cards or debit cards for the purpose of disbursing Client-owned per diem funds to recipients or the functional equivalent thereof. Further, Client agrees, during the term of this Agreement, not to share its recipient list with any third party (except for third parties or vendors designated by U.S. Bank) for the purpose of soliciting recipients for a prepaid card or debit card or related account. Client covenants that it will ensure that any Subsidiary or Affiliate of Client complies with this Article VII.

## ARTICLE VIII. INDEMNIFICATION

8.1 Indemnification Obligations. From and after the date of this Agreement, each party (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), all its corporate parents, subsidiaries and Affiliates and all of its and their employees, subcontractors, agents, officers, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other direct expenses or claims or counterclaims of third persons or entities directly related or attributable to (i) the Indemnifying Party’s or its agent’s or employee’s violation (or act causing the other party to be in violation) of any Requirements of Law, or such parties’ willful misconduct, (ii) the Indemnifying Party’s breach of any covenant or warranty made by the Indemnifying Party in this Agreement, (iii) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement, and (iv) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including the Client Cards) or based upon use of the licensed marks by or on behalf of Indemnifying Party; (b) any losses due to any fraudulent activity on the part of any employee or agent of Indemnifying Party; (c) any claims brought by any Indemnified Party’s customer, Cardholder, recipient or other third party based upon Indemnifying Party’s failure to make any payment to such customer, Cardholder, recipient or other third party; and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, and any reasonable attorneys’ fees, consultant’s fees or court costs incident to any of the foregoing, except for any loss due to the gross negligence or willful misconduct of the Indemnified Party or its agents or employees.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any claim that is asserted and each action or suit that is filed or served (any of the foregoing being a “Claim”) for which the Indemnified Party is seeking indemnification pursuant to this Article VIII. The Indemnifying Party may thereafter assume control of such Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Claim or consent to any judgment with respect thereto without the consent of the other party hereto (which consent may not be unreasonably withheld or delayed). The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Claim.

## ARTICLE IX. REPRESENTATIONS AND WARRANTIES

9.1. Obligations. As of the date of this Agreement, each of U.S. Bank and Client represent and warrant to each other as follows as to itself:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in

the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents or bylaws or any material contract or other instrument, Requirement of Law or order to which it has been named a party or by which it is bound;

(c) The execution and performance of this Agreement does not require the approval or consent of any other person or government agency;

(d) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and

(e) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

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

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

## ARTICLE X. CONFIDENTIALITY

10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain confidential information about or proprietary material of the other party, including, but not limited to: such party's marketing philosophy and objectives, trade secrets, promotions, financial results, technological developments, customer names and addresses and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential and/or proprietary information and materials (hereinafter "Confidential Information"). All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S.

Confidential Information for any purpose whatsoever other than those specifically contemplated herein.

10.4 Confidentiality of Agreement Terms. Neither party will disclose to any person (other than as expressly permitted pursuant to this Article X) the terms or conditions of this Agreement or any amendments, supplements or modifications hereto or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce this Agreement or obtain damages or other relief hereunder. The term "person" as used in this Agreement includes any corporation, company, group, partnership, other entity or individual. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion. U.S. Bank will not use Client's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without Client's prior written approval, which approval may be withheld in Client's sole and complete discretion

10.5 Additional Confidentiality Obligations. During the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying their obligations pursuant to this Agreement, and shall be held in confidence. Neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. The parties may mark documents containing Confidential Information with applicable language or stamps, such as "Confidential" or "Proprietary". All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Without the prior written consent of the other party, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated hereunder. Each party shall take measures to prevent its agents, employees and subcontractors from using, any Confidential Information to which it becomes privy.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party. Notwithstanding anything to the contrary in this Agreement, if any party is compelled by applicable law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that to the extent possible such party timely notifies the proprietor of the Confidential Information and reasonably cooperates in any of the proprietors' efforts to maintain the confidentiality of such Confidential Information.

10.7 Data Security Policy and Procedures.

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

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

10.7 Data Security Policy and Procedures.

(a) Both parties shall establish data security policies and procedures to ensure compliance with this section and that are designed to (a) ensure the security and confidentiality of Cardholder Data; (b) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (c) protect against unauthorized access to or uses of Cardholder Data. In the event a party becomes aware of any unauthorized access to any sensitive Cardholder Data, such party shall take appropriate actions to address such unauthorized access, including but not limited to promptly notifying the other party of any such incident.

(b) Each party shall at all times comply with all applicable Payment Card Industry Data Security Standard Requirements ("PCI Data Security Standard Requirements") for Cardholder Data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available from National Association.

(c) Cardholder Data may only be used for enrollment or as required by Requirements of Law. Each party shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster or failure of such party's primary data processing systems.

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

(e) The parties' compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement. Violations of the PCI Data



Security Standard Requirements may result in fines. Each party shall indemnify, defend and hold the other party harmless from any fines resulting from the indemnifying party's violation of the PCI Data Security Standard Requirements. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.

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

#### ARTICLE XI. TERM AND TERMINATION

11.1 Term. The term of this Agreement is three (3) years from the Program Launch date (the "Initial Term"). Unless either party gives the other party sixty (60) days written notice prior to the end of the Initial Term, the term of the Program will be automatically extended for successive one (1) year periods (each, a "Renewal Term"). During any Renewal Term, either party may elect to terminate the Agreement by giving written notice at least sixty (60) days prior to the end of the then current Renewal Term. If such notice is given, the Agreement will terminate effective on the last day of the then current term. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

11.2 Termination for Excusable Delay. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement in the event of excusable delay by the other party in the performance of its obligations pursuant to Section 14.14, which delay continues for sixty (60) consecutive days.

11.3 Termination for Material Breach. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement if the other party is in default under this Agreement and such default is deemed material by the non-defaulting party in its reasonable judgment. In the event either party wishes to terminate this Agreement for the reasons specified in this Section 11.3, such party ("Sending Party") shall give written notice ("Remedy Notice") to the other party ("Other Party"). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of forty-five (45) days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such forty-five (45) day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such forty-five (45) day period and the Sending Party does not at the end of such forty-five (45) day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice ("Termination Notice") stating that this Agreement is terminated under the provisions of this

Section 11.3. In such event, termination shall be effective upon receipt of the Termination Notice in accordance with Section 14.7.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement immediately in the event of the other party's (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party's property; or (c) a substantial part of the other party's property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.

11.5 Termination by Reason of Regulation. Either party may terminate this Agreement or curtail or restrict its operations hereunder at any time with fifteen (15) days notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying Party prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of the notifying Party or will require burdensome capital contributions or expenditures.

11.6 Card Volume Rights. In the event that on any year-anniversary of this Agreement the total number of active Cards is less than 100, U.S. Bank shall have the right to do any one of the following: (i) terminate this Agreement with fifteen (15) days notice to Client, provided such notice is given within thirty (30) days of the applicable year-anniversary of this Agreement, or (ii) require that Client make such enhancements to its efforts to market the Program as U.S. Bank directs.

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

11.8 Annual Deposit Threshold. In the event that on any year-anniversary of this Agreement the annual Deposit Amount of the Program is, or averages less than, \$75,000.00, U.S. Bank may terminate this Agreement with 30 days' notice to Client. Upon mutual agreement between U.S. Bank and Client, the Program may be broken into a limited number of subaccounts, each serving a separate population of Cardholders under the Program (each, a "Subprogram"). This section 11.8 also applies separately to each individual Subprogram.

## ARTICLE XII. POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in the Funding Card Account, the Funding Card and all Accounts and Cards and in all Cardholder names, addresses, telephone numbers and other Cardholder and Account identifying information. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements. Following termination of this Agreement, Client will promptly instruct Cardholders to destroy their respective Cards.

### ARTICLE XIII. DAMAGES AND LIMITATION OF LIABILITY

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or applicable law, including termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach. It is understood and agreed that money damages would not be a sufficient remedy for any breach of Article X of this Agreement by any party or by any other person or entity receiving Confidential Information pursuant to Article X and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.2 Limitation of Liability. NEITHER PARTY MAY ASSERT A CLAIM AGAINST THE OTHER PARTY ONE YEAR FROM THE DATE THE CLAIMING PARTY HAS OR SHOULD HAVE ACTUAL KNOWLEDGE OF THE FACTS GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF THE OTHER PARTY OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS.

### ARTICLE XIV. ADDITIONAL PROVISIONS

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. U.S. Bank has no relationship to Client other than as set forth in this Section 14.1 and this Agreement. Client has no right to bind or obligate U.S. Bank in any manner. U.S. Bank has no right to bind or obligate Client in any manner. Nothing in this Agreement is intended to create, nor should anything herein be construed as creating, a partnership, joint venture or agency relationship between U.S. Bank and Client.

14.2 Use of Third Party Service Providers. U.S. Bank may use any subcontractor or vendor to perform its obligations under this Agreement, but such use may not result in the direct control of Program administration residing outside U.S. Bank. U.S. Bank will provide written notice to Client of any change in a subcontractor or vendor that has a material impact on Client's obligations and responsibilities under this Agreement.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may assign or delegate this Agreement and any of its rights or obligations hereunder to any Affiliate, Subsidiary, corporate parent, successor by merger, or successor-in-interest which has the authority to operate the Program in the manner operated by U.S. Bank under this Agreement without prior notice to or consent of Client.

14.4 Successor and Assigns. This Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns, subject to the terms of Section 14.3 above.

14.5 Survival of Obligations, Rights and Remedies. The obligations and remedies of the parties set forth in Articles III, VII, VIII, X, XII, XIII, and XIV of this Agreement survive termination of this Agreement.

14.6 Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought in federal or state court in Hennepin County, Minnesota. Each party waives any claim that a legal proceeding brought in accordance with this Section 14.6 has been brought in an inconvenient forum or that venue of that proceeding is improper.

14.7 Notices. Any notice required or permitted by this Agreement to be given to either party by the other, will be deemed served, given and received when personally delivered to such party, or in lieu of such personal service, when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by commercial courier, prepaid, and received, or upon expiration of three (3) days from the date of mailing or sending, whichever is earlier, addressed to the recipient at the address shown below for the party to whom such notice is given, or addressed to any other person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this Section 14.7:

If to Client:

Marshall University  
 One John Marshall Drive  
 Huntington, WV 25755  
 Attn: Justin Hawthorne

If to U.S. Bank:

U.S. Bank National Association  
 200 South 6<sup>th</sup> Street, EP-MN-L16C  
 Minneapolis, MN 55402  
 Attn: SVP – Prepaid Debit Products

Copy to:

U.S. Bancorp Corporate Counsel  
800 Nicollet Mall, BC-MN-H21N  
Minneapolis, MN 55402  
Attn: Retail Payment Solutions Counsel

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

14.9 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party hereto (including National Association rules) or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived, and all other provisions of this Agreement will nevertheless remain in full force and effect.

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

14.11 Compliance with National Association Rules. In connection with their performance hereunder, U.S. Bank and Client will comply with applicable rules and regulations of the appropriate National Association as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, this Agreement will be deemed amended to conform to such regulations.

14.12 Incorporation by Reference. Each Exhibit referred to herein is hereby expressly incorporated herein in its entirety and made a part of this Agreement. All defined terms under this Agreement will have the same meaning in the Exhibits.

14.13 Construction. If and when the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All references herein to a party shall mean a party to this Agreement unless the context indicates otherwise. Unless the context of this Agreement clearly requires otherwise “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation.” The order of the provisions and the section headings are intended only to assist in the organization of this Agreement and do not in any way limit or otherwise define the rights and liabilities of the parties.

God; any fire, flood or weather condition; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.

14.15 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the "breaching" party in writing of the occurrence and nature of such breach. In such case, the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

14.16 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.

14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

14.18 Use of Client Name in Promotional Materials. Client agrees that in U.S. Bank's promotional materials for programs substantially similar to the Program, U.S. Bank may refer to Client as a party with whom U.S. Bank contracts for issuance of prepaid debit cards. Provided that, Client name may not be used to endorse U.S. Bank, its products or services.

14.19 No Presumption. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. In the event any claim is made by any party hereto relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

14.20 Escalation Procedure. In the event that a dispute arises, the party raising the issue will promptly notify the other party in writing. The parties will then meet in good faith to resolve the issue. If the parties are unable to resolve the issue within five (5) Business Days or other agreed upon timeframe, the parties will each escalate the issue to their respective senior management for resolution.

14.21 No Third Party Beneficiaries. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Client and U.S. Bank.

14.22 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, CLIENT AND U.S. BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE

RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE AGREEMENT. CLIENT AND U.S. BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

14.23 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the date fully executed by both parties, as noted below.

U.S. BANK NATIONAL ASSOCIATION

By: E-SIGNED by Peter Klukken  
on 2023-04-17 20:51:59 GMT

Name: Peter Klukken

Title: SVP, General Manager, Prepaid

Date: April 17, 2023

MARSHALL UNIVERSITY

By: Michelle Wheeler

Name: Michelle Wheeler

Title: Interim Director Purchasing

Date: 4/19/2023



## Exhibit A Program Description

### Key Elements

The Program will have the following key elements:

- The Cards will be National Association-branded, following all National Association “Prepaid Debit Card” regulations and program guidelines
- Single source reloadable Program
  - No consumer or direct reloads will be permitted
  - No card-to-bank or card-to-card transfers permitted
- During onboarding process, Client may set MCC-based purchase restriction blocks for the Program, provided Client gives prior written notice of the restrictions to Cardholders.
  - MCC block on gambling will always be in place.
- The Cards may or may not have ATM access at certain ATMs, as directed by Client
  - Client may elect to operate two types of programs simultaneously; one that gives Cards ATM access and another that does not allow Cards to access ATM
  - Cardholders without ATM access will have to be reissued a new Card in order to obtain ATM access, subject to enrollment fees set forth in Exhibit B
- The Cards will have point-of-sale access through the National Association network
- Cards will be of standard design and only carry U.S. Bank’s name and/or trademarks
  - Cards may carry Client’s name and/or trademarks for an additional fee
- Cards will expire after 5 years
- Cardholder text and email alerts are available

### U.S. Bank Operational Responsibilities

U.S. Bank shall be specifically responsible for the following:

- Making Cardholder transactions and account statements available to Cardholders via the Internet through its proprietary prepaid cardholder web site
- 24/7 Voice Response Unit access to Cardholders will be available via a dedicated toll free telephone number.
  - Voice Response Unit features include lost/stolen account reporting, remaining account balance, last load amount, and recent transaction history
- Live customer service agents will be made available 24 hours per day, 7 days per week to assist Cardholders via a toll free telephone number
- Providing initial training (train the trainer) of designated Account Representatives.
- Providing Card stock and all packaging needed to support the delivery of Cards to the Cardholders at the agreed-upon cost
- Providing access to the Administrative Web Portal for use by Account Representatives in the administration of the Program
- Providing access to standard reports through the Administrative Web Portal
  - Card Activity Detail
  - Card Status
  - Funding Reject Report
  - Card Activation

- Account Reconciliation
- Monthly Program Metrics
- Setting up Accounts, processing chargebacks in accordance with the rules of the National Associations, and providing all related Card processing and account maintenance
- Managing Card account settlement with respect to the loading of value to Cards and the processing and settlement of Card transactions through the National Associations
- Designate and identify to Client a program manager for the Program who shall be the primary point of contact for Client with respect to the Program

### **Client Operational Responsibilities**

Client shall be specifically responsible for the following:

- Opening new Card Accounts via batch enrollment process or Administrative Web Portal
- Transmit accurate load values to U.S. Bank using a batch enrollment process or the Administrative Web Portal
- Actively promoting the Program and distributing, when applicable, Cards to Cardholders
- Assist in the initial and ongoing training of Account Representatives
- Manage Card inventory using the Administrative Web Portal and following the procedures established by U.S. Bank
- Follow all Card security requirements described in Exhibit C for PDII Cards and store PDII Card stock in a secure environment accessible only to Account Representatives
- Enroll Cardholders in the Program and, if applicable, reload Cards using the Administrative Web Portal or a batch process following the procedures established by U.S. Bank
- Present all enrollment and disclosure materials to the Cardholder in the precise manner and fashion prescribed by U.S. Bank
- Provide all Cardholder information required for initial enrollment in the Program.
  - Currently (but subject to change) the Cardholder information required for initial enrollment in the Program is: First Name, Last Name, Full Physical Address and Date of Birth.
  - For PDII Cards, the Deposit Account / Card ID number located on the front of the Card packet is also required.
- Designate and identify to U.S. Bank a program manager for the Program who shall be the primary point of contact for U.S. Bank with respect to the Program

### **Timing**

- The timing and success of the rollout of the Program is dependent upon Client's cooperation and employment of sufficient resources for the performance of those functions required of Client hereunder and Client's compliance with U.S. Bank's instructions or requirements.
- The targeted testing and Program Launch date are set forth below, subject to change by the mutual agreement of parties:
  - Product "Friendly User" Testing: \_\_\_\_\_
  - Program Launch: \_\_\_\_\_

**Exhibit B**  
**Program Pricing Schedule**  
**Expense Card with No Cash Access**

tbd

**Expense Card with Cash Access**

tbd

## EXHIBIT C CARD SECURITY REQUIREMENTS

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

### Card Stock Ordering

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

### Card Stock Inventory

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

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

### Card Stock Destruction

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

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

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

Appendix F

# Standard Report Formats

# U.S. Bank Prepaid Card Standard Online Reports

## Feature overview

Conveniently manage card programs online with our robust collection of client reports providing you the tools you need to successfully implement and maintain your card program with ease.

All reports are available through the [U.S. Bank Prepaid Administrative Website](#) and access to specific reports is defined by your level of access. Reports are executed in real time and can be exported into Excel or Word for easy recording and analysis. "Current" data is defined as through the end of the previous day and you can customize your reports by daily, monthly or date range. Please note, the date range for any report is limited to 31 days.

Report Name	Description
Card Order	Lists card IDs for Instant Issue card orders to allow you to verify that the card numbers assigned to cardholders are valid.
Card Load	Provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers.
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, ATM, POS, card-to-card transactions and product enrollments, along with the dollar amounts for applicable transactions.
Card Status	Provides a summary of the card count, card statuses, upgrades, downgrades and replacement requests for a program.
Funding Reject	Lists cardholder accounts where loads have been rejected.
Card Account Detail	Provides a summary of location(s), inventory points and cardholder information such as account & routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
Inventory Point Level	Lists location(s), inventory points and number of registrations.
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as cardholder accounts with P.O. boxes as the legal/physical addresses, or invalid Social Security Numbers, dates of birth or ZIP codes.
Cardholder ID Verification Status	Lists cardholder accounts requiring additional information for the ID verification process if your program allows external loads.
Detailed Transaction (Expense & Rep Payee only)	Includes the Card ID, Cardholder First and Last Name, Employee ID (only populates if used), Transaction amount, Fees, Tran Code, Transaction Date and Time, Tran Description, Tran Reference Information, MCC code, Merchant City, State and Running Balance
Real Time Card Balance (Expense & Rep Payee only)	Shows the Card ID, Cardholder Name, Balance, Card Status and Expiration date

Card Order

Reporting Period: 01/01/2021 to 01/25/2021

Program ID	Client Program	Location	Inventory Point	Card ID	Order Date/Time
<b>Program Name</b>					
123456789	123456789	123456789	Test Cards	1234567890	1/4/2021 10:34:17 PM
				9876543210	1/4/2021 10:34:17 PM
				5555444444	1/4/2021 10:34:17 PM

Card Load

Reporting Period: 01/01/2021 to 01/25/2021

Report Totals:

Total Number of Loads 3  
 Total Value of Loads \$1,500.00

Client Program	Location	Card ID	Last Name	First Name	Employee ID	Registration Date	Load Date	Load Amount	Trans Type	Trans Desc
<b>Program Name:</b>										
123456789	123456789	1234567890	SMITH	JOE		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234599999	DOE	JANE		10/01/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234588888	JONES	MICHAEL		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter

Card Activity Summary

Reporting Period: 01/01/2021 to 01/25/2021

Client Program	Location	Date	# Registrations	# Activations	# ACH Loads	ACH Loads	# Client Loads	Client Loads	# Client Portal Funds Transfers	Client Portal Funds Transfers
<b>Program Name</b>										
123456789	123456789	Friday, January 01, 2021	0	0	61	\$58,200.00	0	\$0.00	0	\$0.00
123456789	123456789	Saturday, January 02, 2021	0	1	0	\$0.00	0	\$0.00	0	\$0.00
123456789	123456789	Monday, January 04, 2021	19	11	4	\$766.19	0	\$0.00	0	\$0.00



## Card Activity Detailed

Reporting Period 01/01/2021 to 01/25/2021

Calendar Date: 1/25/2021				
	Count	Base Amount	Fees	Total
<b>Program 123456789</b>				
ACH Withdrawal	0	\$0.00	\$0.00	\$0.00
ATM Balance Inquiry	13	\$0.00	(\$3.00)	(\$3.00)
ATM Withdrawal - Allpoint	0	\$0.00	\$0.00	\$0.00
ATM Declines	4	\$0.00	\$0.00	\$0.00
ATM Withdrawal - MoneyPass	9	(\$800.00)	\$0.00	(\$800.00)
ATM Withdrawal - Other	70	(\$6,242.96)	(\$105.00)	(\$6,347.96)
Bill Pay	0	\$0.00	\$0.00	\$0.00
ChekToday Authorization	0	\$0.00	\$0.00	\$0.00
Load - ACH Known Remitter	0	\$0.00	\$0.00	\$0.00
Load - ACH Unknown Remitter	0	\$0.00	\$0.00	\$0.00
Load - Card-to-Card	0	\$0.00	\$0.00	\$0.00
Load - Client	0	\$0.00	\$0.00	\$0.00
Load - Client Portal	0	\$0.00	\$0.00	\$0.00
Load - Third Party	0	\$0.00	\$0.00	\$0.00
Load - Client (TIPS)	0	\$0.00	\$0.00	\$0.00
Money Order	0	\$0.00	\$0.00	\$0.00
Over-The-Counter Withdrawal	0	\$0.00	\$0.00	\$0.00
POS PIN Purchase - Domestic	476	(\$9,560.66)	\$0.00	(\$9,560.66)
POS PIN Purchase - International	0	\$0.00	\$0.00	\$0.00
POS Purchase - Decline	237	\$0.00	\$0.00	\$0.00
POS SIG Purchase - Domestic	730	(\$16,063.59)	\$0.00	(\$16,063.59)
POS SIG Purchase - International	2	(\$5.94)	(\$0.18)	(\$6.12)
Savings Deposit	0	\$0.00	\$0.00	\$0.00
Savings Enrollment	0	\$0.00	\$0.00	\$0.00
	1,541	(\$32,673.15)	(\$108.18)	(\$32,781.33)

## Card Status

Reporting Period: 01/01/2021 to 01/25/2021

Program	Client Program	Report Date	# of Registrations	# of Client/Other Activations	# of IVR Activations	# of Web Activations	# of Card Upgrade/Replacement Requests	# of Card Downgrade Requests
123456789	123456789	01/01/2021	0	0	0	0	4	0
		01/02/2021	0	1	0	0	2	0
		01/04/2021	19	8	0	3	5	1
		<b>Total</b>	<b>19</b>	<b>9</b>	<b>0</b>	<b>3</b>	<b>11</b>	<b>1</b>

## Funding Reject

Reporting Period: 01/01/2021 to 01/25/2021

Client Program Name	Client Program ID	Account Number	Card ID	Last Name	First Name	Load Date/Time	Load Amount	Reject Reason	Employee ID
U.S. Bank	555555555	123456****0000	123456789	SMITH	JOE	1/20/21 2:23 AM	\$500.00	ACH Load Amount exceeds the limit.	

### Card Account Detail

Reporting Period: from 1/1/2021 to 1/25/2021

Client Program Name	Client Program ID	Location Name	Location ID	Inventory Point	Routing Number	Account Number	Current Card ID	ATTMID	Last Name	First Name	Mailing Address	City	State	Zip Code	Card Status	Full Limit Date	Mail Date
COMPANY NAME	123456789	Company Name	123456789	TEST	55555555	6008888888	88888888	1234567	SMITH	JOE	1234 S Bank Street	Minneapolis	MN	55402	AC	09/28/2019	09/30/2019

### Inventory Point Level

Reporting Period: from 1/1/2021 to 1/25/2021

Client Program Name	Client Program ID	Location Name	Location ID	Inventory Point	# of 1st Time Registrations	# of 1st Time Activations	# of Loads	Load Amount
COMPANY NAME	123456789	Company Name	123456789	TEST ONE	3	3	63	\$27,858.41
				TEST TWO	0	1	5	\$2,549.84
				Loc ID Subtotal	3	4	68	\$30,408.25
				TOTAL	3	4	68	\$30,408.25

### Cardholder Information Exception

Program:

Account Last Name	Mailing Address	Permanent Address	City	State	Zip Code	Card ID	Status	Employee ID	Last 4 - SSN	Tracking Number	Registration Date	KYC Status	PO Box	SSN	ZipCode	DOB	Exception Type
Client Program ID	123456789	Location ID	123456789														
SMITH	1234 S Bank Street		Minneapolis	MN	55402	123456789	AC		1111		20200629			X			

### Cardholder ID Verification Status

Program:

Client Program	Client Program Name	CIP Status	Num of Days Pending	Cust ID	Card ID	Tracking Number	First Name	Last Name	City	State	Zip	Phone	DOB	BSN	Card Status	Date ID Checked	Registration Date	KYC Status	IDV Notes
123456789	Company Name	ID Verification Pending	35	44444444	1234567890		SMITH	JOE	Minneapolis	MN	55402	1235551234	1/1/1980		AC	12/11/2020	12/13/2019	Complete	ID Verification Pending - 1 - Docs Needed SSN

## Sample Card Balance Report (For Expense & Rep Payee only)

Will show all registered cards including status, balance, and expiration

### Real Time Card Balance Report

Reporting Period: run for balances at 8/17/2021 4:10:39 PM CT

Program Name: U.S. Bank Expense Cash

Program Number: 123456789

Client Name	Client Number	Card ID	CH First Name	CH Last Name	Employee ID	Card Status	Card Balance	Expiration Date
Client Name	123456789	1111111111	CH First Name	CH Last Name		AC	500.96	11/30/2021
Client Name	123456789	2222222222	CH First Name	CH Last Name		IA	0	10/31/2023
Client Name	123456789	3333333333	CH First Name	CH Last Name		IA	0	01/31/2025
Client Name	123456789	4444444444	CH First Name	CH Last Name		PA	0	08/31/2026
Client Name	123456789	5555555555	CH First Name	CH Last Name		AC	54.23	11/30/2021
Client Name	123456789	6666666666	CH First Name	CH Last Name		PA	0	11/30/2021
Client Name	123456789	7777777777	CH First Name	CH Last Name		PA	0	11/30/2021
Client Name	123456789	8888888888	CH First Name	CH Last Name		AC	139	11/30/2021
Client Name	123456789	9999999999	CH First Name	CH Last Name		AC	152.22	11/30/2021
Client Name	123456789	1111111110	CH First Name	CH Last Name		AC	145.79	11/30/2021
Client Name	123456789	1222222221	CH First Name	CH Last Name		PA	0	10/31/2023
Client Name	123456789	1333333332	CH First Name	CH Last Name		AC	710.64	11/30/2021
Client Name	123456789	1444444443	CH First Name	CH Last Name		AC	222.33	11/30/2021
Client Name	123456789	1555555554	CH First Name	CH Last Name		IA	0	10/31/2023
Client Name	123456789	1666666665	CH First Name	CH Last Name		PA	0	11/30/2021
Client Name	123456789	1777777776	CH First Name	CH Last Name		AC	4.99	11/30/2021
Client Name	123456789	1888888887	CH First Name	CH Last Name		PA	0	11/30/2021
Client Name	123456789	1999999998	CH First Name	CH Last Name		AC	75	11/30/2021
Client Name	123456789	2111111109	CH First Name	CH Last Name		PA	0	11/30/2021
Client Name	123456789	2222222220	CH First Name	CH Last Name		AC	0.21	11/30/2021
Client Name	123456789	2333333331	CH First Name	CH Last Name		AC	5.79	10/31/2023
Client Name	123456789	2444444442	CH First Name	CH Last Name		AC	200.47	11/30/2021

## Sample Transaction Report (For Expense & Rep Payee only)

Reports are sortable (starting below the report headings) and filters can be added to un-select transactions such as pre-authorizations and reconciliation transactions.

Detailed Transaction Report  
 Reporting period: from 08/01/2021 to 08/03/2021  
 Program Name: U.S. Bank Expense Cash  
 Program Number: 123456789

Client Program Name	Client Program Number	Card ID	CH First Name	CH Last Name	Employee ID	Transaction Amount	Transaction Fees	Transaction Code	Transaction Date Time	Transaction Description	Reference Information	MCC Code Detail	Merchant City	Merchant State	Card Running Balance
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-5.71	0.00	1105	8/1/2021 9:12:25 AM	POS Purchase	HOTELS	3581	City	ST	261.20
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-3.00	0.00	1105	8/2/2021 12:57:19 AM	POS Purchase	Fast Food	5812	City	ST	224.65
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-27.96	0.00	1105	8/2/2021 12:57:19 AM	POS Purchase	Fast Food	5812	City	ST	230.24
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-3.91	0.00	1105	8/3/2021 1:51:00 AM	POS Purchase	Fast Food	5899	City	ST	217.16
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-9.17	0.00	1105	8/3/2021 10:28:37 AM	POS Purchase	Fast Food	5814	City	ST	217.16
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		0.00	-1.00	1106	8/3/2021 7:06:20 PM	ATM Balance Inquiry	ATM Balance Inquiry	6011			216.18
Client Program Name	1234567890	1111111111	CH first name 1	CH last name 1		-203.00	-2.50	1101	8/3/2021 7:06:48 PM	ATM Cash Withdrawal	POWDER SPRING GA US Cash Withdrawal POWDER SPRING GA US [Surcharge = -3.00]	6011			10.66
Client Program Name	1234567890	2222222222	CH first name 2	CH last name 2		0.00	-3.00	3132	8/2/2021 4:25:50 AM	Account Maintenance Fee (Inactivity Fee)	Account Maintenance Fee (Inactivity Fee) charged on 2021/08/01	0			35.20
Client Program Name	1234567890	3333333333	CH first name 3	CH last name 3		0.00	-3.00	3132	8/2/2021 4:25:50 AM	Account Maintenance Fee (Inactivity Fee)	Account Maintenance Fee (Inactivity Fee) charged on 2021/08/01	0			82.02
Client Program Name	1234567890	4444444444	CH first name 4	CH last name 4		-12.09	0.00	1105	8/2/2021 4:29:34 PM	POS Purchase	Fast Food	5814	City	ST	804.09
Client Program Name	1234567890	4444444444	CH first name 4	CH last name 4		-42.78	0.00	1105	8/2/2021 8:45:37 AM	POS Purchase	Fast Food	5841	City	ST	816.18
Client Program Name	1234567890	5555555555	CH first name 5	CH last name 5		-12.98	0.00	1105	8/2/2021 4:30:05 PM	POS Purchase	Fast Food	5814	City	ST	857.02
Client Program Name	1234567890	5555555555	CH first name 5	CH last name 5		-32.86	0.00	1105	8/3/2021 3:06:13 PM	POS Purchase	Gas Station	5541	City	ST	824.10
Client Program Name	1234567890	6666666666	CH first name 6	CH last name 6		0.00	-3.00	3132	8/2/2021 4:25:50 AM	Account Maintenance Fee (Inactivity Fee)	Account Maintenance Fee (Inactivity Fee) charged on 2021/08/01	0			112.52
Client Program Name	1234567890	7777777777	CH first name 7	CH last name 7		0.00	-3.00	3132	8/2/2021 4:25:50 AM	Account Maintenance Fee (Inactivity Fee)	Account Maintenance Fee (Inactivity Fee) charged on 2021/08/01	0			52.75
Client Program Name	1234567890	8888888888	CH first name 8	CH last name 8		0.00	-3.00	3132	8/2/2021 4:25:50 AM	Account Maintenance Fee (Inactivity Fee)	Account Maintenance Fee (Inactivity Fee) charged on 2021/08/01	0			10.22

Note: Clients with multiple programs can only select a single program at a time.



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: U.S. Bank

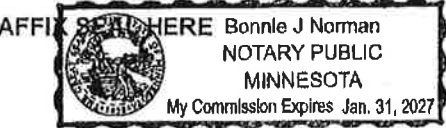
Authorized Signature: *Cora Keubler* Date: 4/18/2023

State of Minnesota

County of Hennepin to-wit:

Taken, subscribed, and sworn to before me this 18 day of April, 2023

My Commission expires Jan. 31, 2027



NOTARY PUBLIC *Bonnie J. Norman*

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000172236	ELIZABETH CITY AIRPORT		Discontinued	Inactive	
000000172237	MULTI SERVICE AVIATION	U S BANK NATIONAL ASSOCIATION	Active	Inactive	
000000172238	US BANK EQUIPMENT FINANCE	U S BANK NATIONAL ASSOCIATION	Active	Inactive	
✓ 000000172239	US BANK NA	US BANK	Active	Inactive	
VC0000050065	KONICA MINOLTA PREMIER FINANCE	U S BANK NATIONAL ASSOCIATION	Active	Inactive	

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**General Info**

Vendor/Customer : 000000172239  
 Legal Name : US BANK NA  
 Alias/DBA : US BANK  
 Vendor Active Status : Active  
 Vendor Approval Status : Complete  
 Customer Active Status : Inactive  
 Customer Approval Status : Incomplete

Location Name :  
 First Name :  
 Middle Name :  
 Last Name :  
 Company Name : US BANK NA  
 Previous Name :  
 Previous Street :  
 Previous City :  
 Previous State/Province :  
 Previous Country :

Restrict Use by Department :  
 Miscellaneous Account :  
 Internal Account :  
 Third Party Only :  
 Third Party Vendor :  
 Third Party Customer :  
 Inventory Customer :  
 Healthcare Provider :  
 Never Archive :  
 Restrict VSS Access : No  
 Discontinue - No New Business :  
 Prevent MA Reference :  
 PunchOut Enabled :  
 Re-PunchOut Enabled :  
 Electronic Order Enabled :  
 W-9 Received :  
 W-9 Received Date :  
 W-8 Received :  
 W-8 Received Date :  
 Accepts Credit Cards :  
 Active From : 02/21/2008  
 Active To :  
 Last Usage Date : 04/20/2023  
 Department :  
 Unit :

**Headquarters**

Headquarters Account : No  
 Headquarters Account Code : 000000172237  
 Headquarters Account Legal Name : MULTI SERVICE AVIATION  
 Franchise Account :  
 Web Address http:// :  
 Catalog DUNS :  
 Catalog Extended DUNS :  
 Catalog Unique Entity Identifier :  
 Taxpayer ID Number : \*\*\*\*1368  
 Taxpayer ID Number Type : EIN

**Organization**

Organization Type : Company  
 1099 Classification : Corporation  
 1042-S Ch. 3 Recipient Code :  
 1042-S Ch. 4 Status Code :  
 Number of Employees :  
 Merchant ID :  
 Sex :  
 Date of Birth :  
 Marital Status :  
 Annual Income :  
 IRS Country of Residence :  
 IRS Country Sub Code :  
 Contract Withholding Exempt :  
 National Provider ID :  
 Assigning Authority :  
 CAGE Code :  
 Permanent Staffed Office in State :

1099 Indicator : No  
 1042-S Indicator :  
 Taxpayer ID Number : 310841368  
 Taxpayer ID Number Type : EIN  
 Detailed TIN Type :  
 Foreign Tax ID :  
 GIIN :  
 1042-S Recipient Account Number :  
 W-8 Form :  
 Tax Profile : NOTAX  
 Tax Profile Name : No Tax  
 EBIC Number :  
 IAEC Number :  
 Web Address http:// :  
 Employee ID :  
 Employee Status :  
 Supplier Shared Secret :

**Disbursement Options**

Category : DIRC  
 Description : Direct Payments  
 Default Type : Check  
 Default Priority : 99  
 Default Format : REG  
 Default Format Description :  
 Scheduled Payment Day :

Hold Payment :  
 Hold Payment Authorized By :  
 Hold Payment Authorized On :  
 Hold Reason :  
 Prevent New Spending :

Single Payment Indicator :  
 Name on Check : Legal Name  
 Eligible for VCA Payments :  
 VCA Effective From Date :  
 VCA Effective To Date :  
 VCA Primary Email :  
 VCA Secondary Email :  
 VCA Comments :

Prevent New Orders : Not Active  
 Third Party Code :  
 Third Party Name :  
 Third Party Approved By :  
 Third Party Approved On :  
 Third Party Reason :

Always Infer Third Party Vendor :  
 Third Party Address ID :

▼ Prenote/EFT

Generate EFT Payment :  
 ABA Number :  
 Bank Name :  
 Account Type :  
 Account Number :  
 Routing ID Number :  
 Bank Phone Number :  
 Prenote Requested Date :  
 Prenote Return Reason :  
 Prenote Return Reason Message :  
 Foreign Correspondent Bank Name :  
 Foreign Correspondent Bank Branch Country Code :  
 Account Number Linkage to Provider Identifier :  
 Reason for Submission :

EFT Format :  
 EFT Format Description :  
 EFT Status :  
 Last Status Change :  
 EFT Status Description :

Prenote Return Reason Explanation :  
 W-9 Mailing Date :  
 W-9 Response Date : 01/04/2017

▼ Remittance Advice

Remittance Advice Required :  
 Remittance Advice Format :  
 Remittance Advice Format Description :  
 Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :  
 Discount Percent 1 :  
 Discount Always 1 :  
 Number of Days 2 :  
 Discount Percent 2 :  
 Discount Always 2 :  
 Number of Days 3 :  
 Discount Percent 3 :  
 Discount Always 3 :  
 Number of Days 4 :  
 Discount Percent 4 :  
 Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :  
 Default Billing Profile :  
 Cost Accounting Funding Type :  
 Credit/Debit Card Type :  
 Credit/Debit Card Number :  
 Name on Card :  
 Credit/Debit Card Expiration Month :  
 Credit/Debit Card Expiration Year :

Bill Headquarters :  
 Bankruptcy :  
 Central Statement BPRO :  
 Central Statement Billing Location :  
 Central Statement Address ID :  
 Suppress Central Statement :  
 Suppress Central Past Due Statement :

▼ eMALL

DUNS : 169230989  
 Extended DUNS :  
 Unique Entity Identifier :  
 Internet Catalog :  
 VSS Registered :

Preferred Ordering Method :  
 Pcard Acceptance Level :  
 Create Certification Document :  
 Vendor Preference Level : 99

▼ Location Information

\*Verify My Locations by : Create My Own  
 Vendor Verification Based On : Migrated vendor accounts ha  
 Vendor Verification Password :  
 Send Activation Code :  
 Activation Email Address :  
 Activation Code :  
 Confirm Activation Code :  
 Requestor Name :  
 Requestor Phone Number :  
 Confirm Verifications :

► Fee and Vendor Compliance Holds

Fee Exempt :  
 Registration Application Date : 06/07/2022  
 Registration Effective Date : 06/07/2022  
 Registration Expiration Date : 06/07/2023  
 Pre-Registration Code :



Tax Clearance :  
 Unemployment Insurance :  
 Worker's Compensation :  
 Secretary of State Registration :  
 Federal Debarred :

▶ Executive Compensation

▼ Additional Information

Miscellaneous Field 1 :	Miscellaneous Flag 1 :
Miscellaneous Field 2 :	Miscellaneous Flag 2 :
Miscellaneous Field 3 :	Miscellaneous Flag 3 :
Miscellaneous Field 4 :	
Miscellaneous Field 5 :	
Miscellaneous Field 6 :	
Miscellaneous Field 7 :	

▼ Travel

Traveler :  
 Travel Policy :   
 Allow Traveler Advances :   
 PCard ID : 

▼ Change Management

Created By : conversion	Last Modified By : oliverte2
Conversion User	Terra N Oliver
Created On : 06/03/2014	Last Modified On : 06/07/2022
Last Approved By : oliverte2	Comments : remove pno/Vendor registration waived by
Terra N Oliver	Purchasing Director in accordance with 5A-3-
Last Approved On : 06/07/2022	12
Date Registered : 06/03/2014	

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