

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Capital One Financial Corporation ("Contractor"), entered into an Agreement on January 22, 2018 wherein Contractor agreed to provide to the College banking and merchant services for higher education ("Services"); and

WHEREAS, the College desires to extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

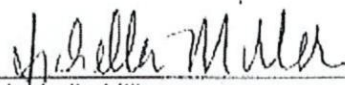
NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:


- 1) The term of the Agreement shall be extended for one (1) year for the period beginning **January 1, 2023 through December 31, 2023**; and
- 2) The Agreement shall be amended as reflected in **EXHIBIT D-3**, attached hereto; and
- 3) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Capital One Financial Corporation
FID: 54-1719854
Tel.: (516) 272-3858

Suffolk County Community College

By: 
Isabella Miller
Vice President, Treasury Management Consultant
Government Banking


By: 
Edward T. Bonahue, Ph.D.
President

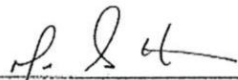
Date: 3/2/2023

Date: 3/7/23

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel

By: 
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: 3/6/2023

Date: 03.06.2023

EXHIBIT D-3

1. Exhibit D of the Agreement shall be amended by deleting the last two paragraphs on page 27 and replacing them with the following:

Isabella Miller, Vice President, Treasury Management Consultant

Isabella oversees strategy and management for Government Banking customers on Long Island. Government Banking has been her area of focus for over 9 years. Prior to joining Capital One, she was Vice President of Government Banking at Flushing Bank. In that role she served as a relationship manager supporting municipalities and government entities across Long Island. Isabella is working toward her Master of Science in School District Business Leadership (SDBL) at LIU Post in Brookville. She holds a Bachelor of Business Administration in finance from Hofstra University in Hempstead. She is a member of many industry organizations, including the New York Association of School Business Officials (ASBO New York), Government Finance Officers Association (GFOA), and Long Island Village Clerks and Treasurers Association.

516-272-3858

isabella.miller@capitalone.com

1307 Walt Whitman Road Melville, NY 11747

Samantha Diaz, Client Service Specialist

Samantha joined Capital One in February 2013 as a Bank Teller. After working in retail for 5 years, Samantha expanded her growth, venturing into government banking in 2018. Recently promoted to Senior Associate in June, she handles all servicing needs for the College.

631-531-2324

samantha.diaz@capitalone.com

Treasury Management Client Services 1-877-739-7597

2. Exhibit D of the Agreement shall be further amended by deleting the Centereach and Port Jefferson branch locations listed on pages 29-30, as well as the Brentwood branch location listed on page 30.

End of Text for Exhibit D-3

AGREEMENT

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

Capital One Financial Corporation ("Contractor"), a Delaware corporation licensed to do business in the State of New York having a principal place of business at 1680 Capitol One Drive, McLean, Virginia 22102.

The parties hereto desire for Contractor to provide to the College banking and merchant services for higher education ("**Services.**")

Term of Agreement: January 1, 2018 through December 31, 2022, with five (5) additional one-year options to renew at the sole and absolute discretion of the College.


Total Cost of Agreement: As set forth in Exhibit E, attached hereto.

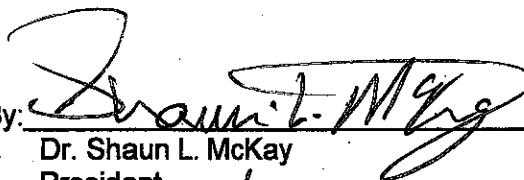
Terms and Conditions: Shall be as set forth in Exhibits A through G, attached hereto and made a part of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Capital One Financial Corporation
Fed. Tax ID # 54-1719854
Tel.: (631) 531-2324

Suffolk County Community College

By: 
Tammy Leisen
Senior Vice President

By: 
Dr. Shaun L. McKay
President

Date: _____

Date: 1/22/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Louis J. Petruzzo
College General Counsel/Executive V.P.

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 01/19/18

Date: 1-19-18

LIST OF EXHIBITS

Page

Exhibit A 4
General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third-Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. Copyrights and Patents

Exhibit B 13
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

	<u>Page</u>
Exhibit C	17
Notices and Contact Persons	
1. Notices Relating to Payments, Reports, or Other Submissions	
2. Notices Relating to Insurance	
3. Notices Relating to Termination and/or Litigation	
Exhibit D	19
Description of Services	
1. "Scope of Work" contained in the College's RFP	
2. "Technical Approach" contained in the Contractor's Proposal	27
Exhibit E	121
Payment Terms and Conditions	
1. General Payment Terms	
2. Agreement Subject to Appropriation of Funds	
3. Limit of College's Obligations	
4. Specific Payment Terms and Conditions	
5. Contractor's Cost Proposal: ATTACHMENT 1	122
Exhibit F	129
College's Request for Proposals	
Exhibit G	130
Contractor's Proposal	

EXHIBIT A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on July 13, 2017; and

Whereas, the Contractor submitted a proposal in response to such RFP on August 31, 2017; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

d. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

e. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

f. Payments upon Termination

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

Scope of Work

The College has three campuses in the following locations:

Eastern Campus, 121 Speonk-Riverhead Rd, Riverhead

Ammerman Campus, 533 College Road, Selden

Michael J. Grant Campus, 1001 Crooked Hill Rd, Brentwood

The College requires financial services which include, but are not limited to the following.

- A. General Banking Services
- B. Payroll Processing
- C. Merchant Services
- D. On Site ATM Services
- E. Investments
- F. Other Services

For Student Accounts, the Consultant shall be willing to work with outside vendors for merchant services/credit card processing.

I. Basic Services

The basic services for each of the main financial service areas are defined below. The contract executed with the selected Consultant(s) will define the financial service areas covered under the Agreement. Consultant shall provide the services described in each section below in accordance with the financial service areas included in the contract.

A. General Banking Services

The College currently maintains approximately 10 accounts.

Services, to be provided by the Consultant include, but are not limited to:

1. Daily deposits to account
2. Stop payment orders as requested
3. Check retrieval with a minimum of a seven (7) year retrieval period.
4. Overdraft protection
5. Electronic banking including but not limited to those to and from the College's accounts and business units. Transactions must appear on reports for quick identification and isolation.
6. One day availability on all New York State checks; two day availability on all other checks
7. Establish deposit accounts as necessary to meet the banking requirements of the College. Maintain accurate records of activity in those accounts.
8. Process disbursement checks as needed.

Request for Proposal - R1700008

Suffolk County Community College

Banking and Merchant Services for Higher Education Advertised July 13, 2017

9. Provide controlled disbursement services on selected accounts. Provide positive pay services via FTP and secure website.
10. File transmissions of all checks and deposits for processing into the College's reconciliation process with its ERP system (Ellucian - Banner)
11. Provide account reconciliation services (full, partial or positive pay, depending on account).
12. Provide online balance reporting, including check serial number sorting and subtotalling on disbursement checks.
13. Provide online and CD-ROM or downloadable check imaging (front and back).
14. Disburse funds via wire transfer upon request of an authorized person of the College or provide a secure electronic method for wiring funds automatically.
15. Daily reporting of balances and deposit data for the purpose of wire transfer or issuance of depository transfer checks
16. Provide a secure electronic method for intra-bank transfers between College accounts.
17. Accept and send ACH transactions, as well as ability to view all information related to transaction, via FTP and secure website. ACH transactions should be fully NACHA compliant with all NACHA record types.
18. Provide daily armored car/courier services from College collection sites to the bank, or alternative services by which, collections arrive at the bank before the cut-off time, including those for same-day deposits.
19. Process cash and check deposits remotely and at branch locations on a timely basis to allow next day credit.
20. Federal and State payroll tax deposits.
21. Collateralize all funds in excess of amounts insured by the FDIC, as per the schedule of eligible collateral indicated in Exhibit 2 to this RFP.
22. Offer competitive rates as previously agreed upon with the College deposits.
23. Provide online monthly activity statements and reports for all accounts, by the 10th day of the following month. This includes, but is not limited to monthly account analysis/account reconciliation services/on-line direct access cash management services
24. Provide ability to view online YTD interest income (% and total dollar amount) on a real-time basis.
25. Provide a monthly on-line statement showing all charges for account services.
26. Provide Disaster Recovery Services.

B. Payroll Processing

The College has approximately 1,045 full-time and 2,250 part-time employees. Employees are paid biweekly. Through the year there are approximately 6 special payrolls run on off weeks. Approximately 75% of employees currently receive direct deposit of payroll.

Consultant shall provide services that include, but are not limited to the following:

1. Establish one or more deposit accounts for College payroll. Maintain accurate records of activity in those accounts and provide monthly account reconciliation

Request for Proposal - R1700008

Suffolk County Community College

Banking and Merchant Services for Higher Education Advertised July 13, 2017

- statements.
2. Process all payroll checks and direct deposit transactions. Current breakdown is approximately 1,600 checks and 5,000 direct deposit transactions per month.
 3. Assist the College with options to facilitate 100% participation in direct deposit, as agreed upon.
 4. Provide on-line stop payment services.
 5. Provide online and CD-ROM or downloadable check imaging (front and back).
 6. Disburse funds via wire transfer upon request of authorized College personnel or provide a secure electronic method for wiring funds automatically.
 7. Provide a secure electronic method for intra-bank transfers between College accounts.
 8. Accept and send ACH transactions as well as ability to view all information related to transaction, via FTP and secure website.
 9. Provide online direct deposit recall capabilities, as well as online direct deposit error (NOC) reports.
 10. Cash employee payroll checks at no cost to the employee or the College.
 11. Provide positive pay services via FTP and secure website.
 12. Collateralize all deposits in excess of amounts insured by the FDIC, as per the schedule of eligible collateral indicated in Exhibit 2 to this Agreement.
 13. Provide a package of employee banking services to College employees, and students, as agreed upon.
 14. Provide online monthly activity statements or CD ROM and reports for all accounts by the 10th day of the following month.
 15. Provide ability to view online YTD interest income (% and total dollar amount) on a real-time basis.
 16. Provide a monthly statement showing all charges for account services.

C. Merchant Services

The College process approximately 24,000 in person credit card transactions totaling \$15million and 30,000 online credit card transactions totaling \$30 million annually. Consultant shall provide merchant services that include but are not limited to the following:

1. Credit card processing for online and in-person tuition and other student related payments (VISA, MC, AMEX, DISCOVER)
2. Debit card transactions including PIN debit.
3. Online ACH and/or eCheck payment processing
4. Overnight settlement of transactions
5. Secure payment gateway to view transaction detail and initiate transactions including authorizations, charges, delayed capture, void and credits.
6. Timely notification of chargebacks with a clear process for dispute resolution.
7. Assure PCI compliance at the appropriate level.
8. Other merchant services that may be identified, and agreed upon with the College.

**Request for Proposal - R1700008
Banking and Merchant Services for Higher Education**

**Suffolk County Community College
Advertised July 13, 2017**

D. On Site ATM Services

There are currently a total of 4 ATM machines located on the College's campuses as follows:

<u>Campus</u>	<u>Building ATM is Located</u>
Ammerman	Babylon Student Center
Michael J. Grant	Health & Sports Education Center
	Captree Commons
Eastern	Peconic

The Consultant shall work with the College to establish branches and ATMs on each campus, and if needed, at the College's satellite locations. The College will provide the spaces at each of the campuses for this purpose, and work with the Consultant to meet any Wi-Fi and internet requirements.

The College anticipates having ATMs on the Campuses as follows:

<u>Campus</u>	<u># of ATMS</u>	<u>Preferred Locations</u>
Ammerman	Up to 4	Babylon Student Center
		Brookhaven Gym
		Ammerman Building
		Southampton Building
Michael J. Grant	Up to 4	HSEC
		Captree Commons
		Caumsett Hall
		Learning and Resource Center
Eastern	Up to 4	Peconic Building
		Health & Wellness Center
		Culinary Arts Building
		Sayville Center

Consultant must identify branch locations that are easily accessible to each of the College's Campus and satellite locations. In addition, the Consultant shall work with the College to establish branches at the College's Campuses, as agreed upon, inclusive of timings when the branches will be open during and outside of the Fall and Spring Semesters each year. The Fall Semester runs from September through December, and the Spring semester runs from February through May. The summer period runs from June through August.

Request for Proposal - R1700008

Suffolk County Community College

Banking and Merchant Services for Higher Education Advertised July 13, 2017

Once spaces are identified for branches on the College's Campuses and/or satellite locations, the Consultant shall be responsible for any and all costs required for the construction/modification of said spaces to meet the Consultant's standards for security and other relevant factors including but not limited to any monetary or technological assets maintained at the sites.

E. Investments

At various times during the year, the College may have additional funds to be invested. The Consultant shall provide the College with appropriate investment vehicles with competitive rates and assist with investing any available funds. The Consultant shall also provide online access to account balances and monthly statements for these accounts.

F. Other Services

1. Consultant shall be required to pledge collateral or surety bond equal to the average available balance in the College's account.
2. Consultant shall provide periodic seminars to the College's staff and students on financial responsibility, literacy, etc., twice each semester, as agreed upon.
3. The Consultant shall provide the College with a commitment to provide internships for its students which meet the requirements of the College's Education and Internship Program. The College's expectations of such internships include, but is not limited to:
 - a) Ensuring that open lines of communication are maintained between the Consultant and the College's representative
 - b) Providing students with appropriate orientation and training plan that will introduce them to specific job and career requirements
 - c) Consultant encouraging students to attend staff meetings, company events, workshops, professional organization meetings and conferences, all of which grants them with valuable insight into the banking industry and its associated functions and responsibilities.
4. The Consultant shall provide student discounts checking, debit, savings or other banking relationships as agreed upon.
5. The Consultant is encouraged to, and may sponsor various education and Campus/College initiatives such as events or building erections, as well as identify other sponsorship opportunities that will benefit the College. This includes, but is not limited to, student scholarships.

II. Other Requirements

- A. **Other Services:** Consultant shall provide other services to the College as previously agreed to and approved in writing by the College..
- B. **Contact Staff – Conversion Period and Continuing Relationship:** Consultant shall advise the College if there are any changes to the bank's liaison on the College's account from the individual identified during the RFP process. Consultant shall

Request for Proposal - R1700008

Suffolk County Community College

Banking and Merchant Services for Higher Education Advertised July 13, 2017

ensure that all updated contact information for the liaison is provided to the College in a timely manner, and the liaison shall be responsive to the College's needs, and coordinate new-account set up and be responsible for long-term account management.

- C. **Financial Reporting on Banking Services Costs:** Consultant must be able to provide monthly and annual statement of services rendered and payments made, as requested by the College.
- D. **Implementation Schedule:** Consultant shall ensure that the schedule agreed to in collaboration with the College is adhered to, and implemented when establishing the College's account(s).

III. Financial Information

- A. **Average Collected Balances** were as follows (average for 3 year period spanning from September 1, 2014 through August 31, 2017)

General Banking	
September	\$12,326,526
October	\$14,700,084
November	\$12,286,685
December	\$10,344,552
January	\$14,378,232
February	\$10,550,230
March	\$14,680,830
April	\$12,785,873
May	\$13,176,692
June	\$18,180,956
July	\$19,859,820
August	\$12,831,011
Payroll	
September	\$1,162,908
October	\$1,606,785
November	\$1,328,885
December	\$1,657,615
January	\$1,088,071
February	\$1,122,947
March	\$1,697,498
April	\$1,321,052
May	\$1,579,793
June	\$1,086,965
July	\$1,221,222
August	\$1,094,732

**Request for Proposal - R1700008
Banking and Merchant Services for Higher Education**

**Suffolk County Community College
Advertised July 13, 2017**

<u>Student Operating Accounts</u>	
September	\$12,578,330
October	\$10,733,503
November	\$11,962,530
December	\$7,129,282
January	\$11,295,520
February	\$8,277,032
March	\$9,323,321
April	\$9,217,730
May	\$7,899,425
June	\$10,931,493
July	\$10,849,883
August	\$16,799,410

IV. College IT Requirements and Environment

1. The College uses SFTP to transmit and receive files from the Bank (PosPay/ACH/Reconciliation file).
2. The College requires that the Merchant Services Consultant be supported in the PayPal PayFlow Gateway. Examples of processors that are supported by Payflow are provided below.
 - American Express APAC (AMXA)
 - American Express Phoenix (AMEX)
 - Elavon (formerly NOVA)
 - First Data Merchant Services Nashville (NASH)
 - First Data Merchant Services North (NORT)
 - First Data Merchant Services South (SOUT)
 - First Data TeleCheck (TELN)
 - Global Payment Central (MAPP)
 - Global Payments East (NDCE)
 - Heartland Payment Systems (HTLD)
 - Litle (LITL)
 - Merchant e-Solutions (MESP)
 - Moneris (MONE)
 - Paymentech Salem (New Hampshire) (PAYT)
 - Paymentech Tampa (TMPA)
 - PayPal Australia (FDRA)
 - SecureNet (SNET)
 - TSYS Acquiring Solutions (formerly Vital) (VITA)
 - Vantiv (formerly Fifth Third Processing Solutions) (FIFT)
 - World Pay (WPAY)

**Request for Proposal - R1700008
Banking and Merchant Services for Higher Education**

**Suffolk County Community College
Advertised July 13, 2017**

**EXHIBIT 2
SCHEDULE OF ELIGIBLE COLLATERAL**

- 1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.**
- 2. Zero coupon obligations of the United States government markets as "treasury strips."**
- 3. Obligations partially insured or guaranteed by an agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance of guaranty.**
- 4. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of the State of New York or obligations of any public benefit corporation which under a specific New York State statute may be accepted as security for deposit of public moneys.**
- 5. Participation in reciprocal deposit programs (insured cash sweeps)**
- 6. Letters of credit by Federal Home Loan Bank Board (FHLBB)**



Suffolk County Community College

Technical Approach

2. Proposed Services/Products:

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

- a. **Understanding of Service Requirements, Management Techniques and Approaches.** Convey your understanding of the service requirements and demonstrate a thorough recognition of the services and potential problems to be addressed. This includes information on the Company's management and approach as follows:

Capital One Bank understands the College's service requirements. As a current provider of the College's banking services, we have seen first-hand what services you require and potential problems that must be addressed. As shown in the past, Tammy Leisen focuses on responding immediately to the College's calls and resolving any issues in a timely manner. We will continue to focus on the College's specific needs and are confident of our ability to provide the most effective solutions.

- i. Summarize how you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized under this Agreement. Include information addressing the following issues:

- 1) Describe the level of continual two-way communication you will maintain with College administrators.

Our goal is to provide an exceptional customer experience with each client interaction. Our TM Client Service coverage model incorporates service support across our regional footprint with specialized teams to address all aspects of TM relationship support, including the on-boarding process and inquiries related to both product and technical support.

Tammy Leisen, as a senior level banker, is focused on maintaining a strong banking relationship with the College. She serves as the "quarterback" for taking care of the College's banking needs, she serves as a direct contact for the College for any questions. Additionally, Tammy proactively provides regular banking checkups while growing the relationship. As opportunities arise, Tammy will bring in product specialists to identify opportunities to meet the College's needs through the application of treasury management solutions or other Capital One Bank offerings.

Patricia Jenkins, the College's Client Support Specialist, is directly accountable for assisting Tammy with client needs. Her service includes client problem resolution, research, and support, including resolving more complex loan and deposit requests. Client Support specialists maintain a high proficiency on all bank products and are the primary liaison with the loan administration, loan operations, Treasury Management, Underwriting and any other department that has direct or indirect impact on the client. They are responsible for opening and closing deposit accounts accurately and in compliance with AML and CIP regulations.



Suffolk County Community College

In addition to your relationship team, Capital One also has a Treasury Management Client Services that is focused on delivering exceptional client support from initial service implementation through every customer interaction that follows. Treasury Management Client Service Associates are responsible for providing support for all treasury management services including client inquiries. All inquiries are logged and tracked in our Sales Relationship Management System. In the event service issues are not resolved, based on the Service Level Agreement assigned to each issue, the problem is automatically escalated to management.

Each customer relationship is unique; our goal is to provide outstanding communication and collaboration with the College, providing a "small-bank feel" with "big bank services".

2) Discuss any specific or special qualifications.

Capital One Bank understands the government landscape. The College can count on us for comprehensive financial solutions, where knowledgeable local professionals and leading technology combine to provide exceptional value, convenience, efficiency and personal service. Our organization has had a dedicated government banking specialty focus for over 20 years. Today, this group has nine (12) members with average banking experience of 20 years serving our government banking clients. Our strengths include:

- Focus on our relationship with our clients
- Understanding of the government banking landscape
- Comprehensive financial solutions
- Knowledgeable local professionals
- Leading technology
- Dedicated government banking professionals

ii. Provide a listing of all branches easily accessible to the Campus locations identified herein, as well as a listing of all services provided by each branch.

Eastern Campus, 121 Speonk-Riverhead Rd., Riverhead, NY

The following branches are within 5 miles of the Easter Campus:

Location	Services	Lobby	Drive Thru
1 Speonk 172 Montauk Hwy SPEONK, NY 11972 Phone: (631) 325-0500 Distance: 3.24 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM



Suffolk County Community College

Location	Services	Lobby	Drive Thru
3 Riverhead Rt. 58 1080 Rd 58 Roanoke Plz RIVERHEAD , NY 11901 Phone: (631) 369-1333 Distance: 4.83 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM

Ammerman Campus, 533 College Road, Selden, NY
 The following branches are within 5 miles of the Ammerman Campus location:

Location	Services	Lobby	Drive Thru
1 Centereach 2100 MIDDLE COUNTRY RD CENTEREACH , NY 11720 Phone: (631) 676-8130 Distance: 1.86 miles	<ul style="list-style-type: none"> • Open on Saturday • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	
2 Ronkonkoma 131 PORTION RD RONKONKOMA , NY 11779 Phone: (631) 588-0203 Distance: 3.17 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM
3 Smith Haven Plaza 2003 Smith Haven Plaza LAKE GROVE , NY 11755 Phone: (631) 724-3400 Distance: 4.3 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM



Suffolk County Community College

Location	Services	Lobby	Drive Thru
4 Port Jefferson 532 OLD TOWN RD PORT JEFF STA., NY 11776 Phone: (631) 473-7001 Distance: 4.35 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM

J. Grant Campus, 1001 Crooked Hill Rd., Brentwood, NY
 The following branches are with 5 miles of the Michael J. Grant Campus:

Location	Services	Lobby	Drive Thru
1 Brentwood 340 WASHINGTON AVE Brentwood, NY 11717 Phone: (631) 231-6100 Distance: 2.05 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM
2 Commack 2050 JERICHO TPKE COMMACK, NY 11725 Phone: (631) 864-7500 Distance: 2.89 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM
3 Deer Park South 1831 DEER PARK AVE DEER PARK, NY 11729 Phone: (631) 586-3270 Distance: 3.78 miles	<ul style="list-style-type: none"> • Open on Saturday • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	



Suffolk County Community College

Location	Services	Lobby	Drive Thru
4 Hauppauge 347 99 SMITHTOWN BYPASS HAUPPAUGE, NY 11788 Phone: (631) 979-8902 Distance: 4.43 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM
5 North Babylon 1383 DEER PARK AVE NORTH BABYLON, NY 11703 Phone: (631) 254-2500 Distance: 4.52 miles	<ul style="list-style-type: none"> • Open on Saturday • Branch Drive-Up • ATM Available 	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM	Sun Mon 9 AM - 5 PM Tue 9 AM - 5 PM Wed 9 AM - 5 PM Thu 9 AM - 5 PM Fri 9 AM - 6 PM Sat 9 AM - 1 PM

iii. Describe any requirements needed to establish branches at the College's Campuses as identified in this RFP. This includes the schedules that each branch would have during and after the Fall and Spring semesters each year. The College's preference would be to have the Campus branch locations be open weekly, Mondays through Fridays 9:00 AM to 3:00 PM during the semesters, and Mondays through Thursdays 9:00 AM to 3:00 PM during the summer.

Capital One Bank has existing branches within a 5-mile radius of each Campus location and will not be establishing new branches at the Campus'. Our branches are open Monday through Friday from 9:00 AM to 5:00 PM.

iv. The Proposer will be required to install ATMs. Elaborate on any requirements Proposer has to install ATMs at the College's campuses as described in this RFP, if requested. Explain where and how Proposer intends to install the ATMs, the timeline for the installations, as well as any assistance that will be required of the College. Include information on any relationships or agreements the Proposer has with other banking service providers that will allow individuals performing ATM transactions with the Proposer to avoid any fees when using an ATM belonging to said banking service providers.

Capital One has ATMs located at all of our branches within a 5-mile radius of each campus. For any new stand-alone ATMs, Capital One partners with Cardtronics, the global leader in ATM solutions. Cardtronics operates the world's largest surcharge-free ATM network, Allpoint Network, helps financial institutions manage best-in-class branch ATM networks, and owns the biggest global portfolio of bank-branded ATMs. If an opportunity should present itself in the future for an ATM at a campus location we would bring in our partners, Cardtronics to do a cost benefit analysis, which includes a security evaluation of the proposed sight. Many factors go into the selection of a site for the safety of the users and the servicing of the machines. That being said, each location may need customization to provide the most effective and efficient solution.



Suffolk County Community College

- v. Elaborate on your experience interfacing with ERP Systems used by Higher Education such as Ellucian Banner.

Intellix can interface with a number of different financial systems and has the capability to interface with XML-based financial systems and/or legacy DOS-based systems. Typically, Capital One does not charge for customization or enhancements to our products and services. However, should there be a significant amount of programming unique to the College, customization charges may be negotiated.

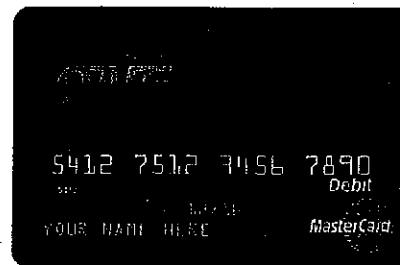
- vi. Describe potential solutions available to facilitate 100% participation in Direct Deposit.

Education

Educating employees on Direct Deposit highlights its advantages and provides incentives for participation. Direct Deposit removes the need to make deposits during bank business hours or through ATMs. It results in additional benefits, such as eliminating the time required to make the deposits, reducing the potential for bank error, and saving on transportation.

Payroll Debit Card Solution

Capital One Bank is able to provide the College with a "Payroll Debit Card" solution, which is a highly convenient option for your employees who do not have direct deposit. Capital One has an agreement with NetSpend, a third-party provider that offers turn-key Payroll Debit Card processing support including marketing, employee promotion and implementation to training and ongoing customer service. This Electronic Payroll Distribution solution provides two innovations in payroll distribution:



1. A payroll debit card or "pay card" that works just like a bank debit card; and
2. the "convenience check," which is a paper check that is self-issued by the employee, not the employer

Your employees will have quick, reliable and secure access to their funds without needing to wait in bank teller lines:

1. The funds can be withdrawn for free from any Allpoint ATM - **43,000 locations nationwide**. Allpoint ATMs are located in major retailers such as Target, Walgreens, Safeway, 7-11, Costco, Kroger, Winn-Dixie, Circle K, and CVS/Pharmacy, just to name a few.
2. The Payroll Debit Card can be used to make store purchases and receive cash back.
3. And, 100% of their funds can be withdrawn free of charge at any MasterCard member bank (**up to 122,000 locations**), including Capital One.

This service save costs, time and resources needed to secure, process, distribute and reconcile traditional paper paychecks. It reduces check fraud with no need to track and replace lost and stolen paychecks and ensures compliance with Regulation E and individual state payroll laws.

Founded in 1999, NetSpend's primary focus is on the approximately 68 million "underbanked" Americans primarily living their financial lives in the cash economy. NetSpend has provided general purpose reloadable (GPR) prepaid debit and payroll cards and alternative financial service solutions to self-banked and other consumers in the United States for over 17 years.



Suffolk County Community College

- vii. **Provide packages that describe the banking services available to employees, the College, and students.**

Capital One is able to provide a number of banking services to the College's employees, the College, and students; these include checking, lending and savings. With checking accounts, they will be able to use our direct deposit service.

- Employees can open a free Capital One 360 checking account and earn interest with a no-fee, no-minimum online checking account featuring free mobile check deposit and MasterCard Debit Card.
- Employees can open a free Capital One 360 Savings Account with no fees and no balance requirements.
- Employees can open an Essential Savings Account at a branch with as little as \$5.00 with no minimum balance and no monthly fees.
- Capital One has contracted with a third-party provider, *NetSpend*, to offer a Payroll Debit Card. The reloadable card is credited with the employees' full pay amount on the appropriate pay date via the College's existing direct deposit file transmission. Employees can receive a 100% cash withdrawal from their Payroll Debit Card at any teller of a MasterCard member bank, including Capital One, for no charge. They can also withdraw funds for free from any Allpoint ATM and are able to use the Payroll Debit Card to make a store purchase and get cash back. There is no charge to the College or employee for using the Payroll Debit Card.

- viii. **Describe financial responsibility and literacy programs and training seminars the Proposer offers, as well as those that may be extended to the College. Include the frequency in which these seminars and programs are offered.**

At Capital One, we believe that strong communities and strong businesses go hand in hand. When housing is affordable, schools perform well, small businesses are growing and creating more jobs, and families are budgeting and saving – everyone wins. That's why we're making investments in our communities, block by block, person by person, act by act. When choosing non-profit partners, we employ a deeply local strategy in which our local business associates in our local markets drive the investment of Capital One funds to advance these major cause areas.

To have the greatest impact, we focus our efforts on the following:

Community Development

We seek to develop, enhance, and strengthen low- to moderate-income neighborhoods by supporting workforce development to promote self-sufficiency through job training, skill building, and career development. We also focus on economic development to revitalize or stabilize communities, small businesses and housing to increase availability of safe, affordable housing.

Financial Education

We aim to empower our consumers, our communities, youth and our associates to make smart financial decisions. This initiative supports Capital One's brand promise to deliver empowering financial solutions. In partnership with several leading consumer groups, we provide important tools and resources.



Suffolk County Community College

Capital One invests in expanding economic horizons for people in low- to moderate income communities. Helping people brings our Values to life. Through associate engagement and philanthropic partnerships, we are part of the fabric of our communities.

Educational Access

We seek to help children and families in low-income communities succeed by providing access to comprehensive services and programs. We support initiatives involving mentoring relationships with caring adults, quality child care and after-school programs, and life-skills/job skills training programs.

Specifically for the College:

Capital One would like to offer various seminars to the College's employees. We can provide seminars on financial wellness topics, such as fraud, budgeting, first-time home buyers, as well as educational digital banking workshops, etc.

Our culture encourages us all to become responsible and helpful citizens. We look forward to incorporating our goals into the College's community.

- ix. **Detail any sponsorships, internships, scholarships, or other programs that the Proposer has available, or intends to offer the College, as described in Section III - Scope of Services.**

Sponsorships, internships, and scholarships requests are all reviewed by a local Market Community Outreach Committee and is given serious consideration. Capital One is very active in the communities in which we belong through associate engagement and philanthropic partnerships. Capital One would like to offer various seminars to the College's employees. We can provide seminars on financial wellness topics, such as fraud, budgeting, first-time home buyers, as well as educational digital banking workshops, etc.

- x. **Describe online/web-based banking services and provide a mechanism by which the College can view a demonstration of the online products during the proposal evaluation process.**

Capital One launched Intellix®, our online portal, which will ultimately provide clients with single sign-on access to all online treasury management services. Some of the benefits and capabilities clients enjoy include:

Streamlined, easier navigation

- **Services:** You'll have one-click access to any of the online treasury management services available to you.

Greater self-service capabilities

- **Self-Administration:** Your company's authorized representatives will be able to manage all user permissions – for all of your online treasury management services. This will include Remote Deposit as well as other online services that currently require you to contact us for set up and maintenance. As a result, you'll have a higher degree of control over who can access your accounts and services and the actions that you permit them to perform.
- **Manage Your Profile:** Quickly update your email address, personal information and company data whenever necessary – so your information is always current and we can automatically push industry-specific information to you.



Suffolk County Community College

Expanded client service and support

- **Frequently Asked Questions:** Click to get the answers to the most commonly asked questions for each service available through Intellix; as well as Intellix in general.
- **Contact Page:** If you have additional questions regarding Intellix or a specific service, simply go to the contact Page for a list of phone numbers, hours of service and the email address to get the help you need quickly and efficiently. You can even request a call back.
- **Feedback:** Click on the Feedback link to give us on-the-spot input about Intellix or any of your services. Plus, special Intellix surveys help us stay on top of what you need and want.

More efficient, more helpful communications between you and Capital One

- **Banners:** A red banner at the top of the Intellix home page delivers urgent information that is relevant to your company's banking relationship.
- **Announcements:** Click on Announcements for important information such as system updates and more.
- **Messages:** You'll immediately see when there are specific messages waiting for you – for example, about a particular service you use. You can also subscribe to special alerts, depending on which services you use.

Value-added information and resources

- **Lead Reports:** Lead Reports allow us to deliver value-added content to you, with information on best practices, industry trends and treasury management solutions to help you manage your business and your company's finances. You control the categories of information you receive to ensure it is always relevant and useful.



Suffolk County Community College

Intellix Dashboard:

With the Intellix dashboard, clients can now quickly personalize their dashboards to suit specific needs and view up to 12 deposit account balances at once.

The screenshot shows the Intellix dashboard interface. At the top, there is a navigation bar with links for SERVICES, ADMINISTRATION, RESOURCES, CONTACT, FEEDBACK, and My Settings. Below this, there are two main sections: Quicklinks and Important Announcements. The Quicklinks section includes links for Account Summary, ACH Online Self-Service, Create Deposit, Loan Forms, Manage Users, and Add Quicklink. The Important Announcements section contains three items: Download More Statements with Fewer Steps, End-of-Month Statement Availability, and Announcing Customer Service Hours of Operations Change. Below these sections is the Account Dashboard, which displays a grid of account balances. The accounts shown are AAC Composite Intellix (Balance: \$579,841.01), Core Savings Intellix (Balance: \$854,824.08), and Corporate Payroll (Balance: \$193,214.38). Each account entry includes a balance, a date, and a time. There are also links for View More Details, Refresh All, and Edit.

Reporting

Intellix's online reporting services will provide the College with secure, powerful reporting and transaction tools at your fingertips. Prior-day information is updated each morning by 6:00 a.m. ET with current day activity updated real-time throughout the day. Balance and transaction information is available, including complete transaction details for Wire and ACH transactions, with the ability to create custom filtered reports. In addition, report data can be exported in CSV (Excel), BAI2, QuickBooks and Quicken formats plus you can share reports in a PDF format. Intellix provides 18 months of reporting history.

Additional reporting options are available to receive intraday balance & transaction reporting information via BAI2 file delivery. Information provided will indicate when funds become available, prior and intraday balance reporting information, as well as transaction activity reports (including Wires, Book Transfers and Stop Payments) in real time.

Stop payments, ACH, wire and book transfers can be initiated online. Check images are available online within 24 hours of being processed and are retained on the system for 18 months. The Image Inquiry service offers up to 7 years of access to deposit tickets/items and presented items.

Available Online Services	
ACH	Deposit Ticket/Item Image Query
Balance & Transaction Reporting	File Transfer
Statements & Bank Reports	Lockbox
Book Transfers	Positive Pay
Check Management	Wire Transfer



Suffolk County Community College

Available Online Transaction Types	
ACH	Positive Pay File Upload/Download
Book Transfers	Stop Payments
Positive Pay Exception Decisions	Wire Transfer

The online system has robust "alert" capabilities to help eliminate many of your banking queries; we will notify you by email whenever a certain type of transaction or account activity that you specify occurs—such as a Positive Pay exception, a check clearing or an incoming wire.

A member of your relationship team can provide a demo of Intellix and its capabilities.

xi. Describe the Proposer's capacity to electronically transfer funds to or from College account(s). Include the following:

- 1) Internal controls over transactions transferring money out of any College account.

The College can transfer funds using our online platform, Intellix. Security can be based on how the College designates authority for the information reporting module, which is self-administered. Within the system, users can have designated profiles built with specific levels of access, with the ability to view only those accounts the College's security administrator designates. For example, administrators are able to designate user-permission such as, one user would initiate a wire transfer, while another would have permission to release the wire transfer.

- 2) Transactions must appear on reports to allow for quick identification and isolation.

All transactions are available through Intellix reporting.

xii. Describe daily armored car/courier services, or options the Proposer would offer with regard to alternatives to armored car/courier services to allow for secure deposits, including same-day deposits. They may include but not be limited to options such as drop off locations.

Capital One prefers that the College contract with one of our bank-approved armored carriers, Dunbar, Garda or Loomis. With this arrangement, the selected armored carrier will pick up all cash deposits from the College's location(s) and deliver the cash deposits to a designated Capital One Vault. You may send the invoice for the armored carrier service to Capital One every month. We will pay the vendor in hard dollars on your behalf and then pass the invoice through our analysis system, enabling you to pay for the armored car service with collected balances through the analysis process. Alternatively, the College may elect to pay the armored carrier vendor in hard dollars without sending the invoice to Capital One. The cost for this service would depend on the number of pick up points needed and the frequency. As long as the deposits arrive by the cutoff time, the College will receive same-day credit.

Capital One can offer armored carrier transportation on an exception basis through contracts with Dunbar and Garda. The client will contract with COF for the services and will be billed through Account Analysis.



Suffolk County Community College

External Vault deadlines and change order options

Deposits	Vault Services	Virtual Vault (Loomis)	*SafeBank
Same-day deposit credit deadline (cash)	Northeast (Garda): 8:00 pm ET Mid Atlantic (Dunbar): 5:00 pm ET South Central (Internal): 4:00 pm CT	8:00 pm ET	8:00 pm ET or 3:00 am ET
Same-day deposit credit deadline (checks)	Northeast: 6:00 pm ET Mid Atlantic: 5:00 pm ET South Central: 4:00 pm CT	5:00 pm ET	5:00 pm ET
Change Orders Options	Vault Services	Virtual Vault (Loomis)	*SafeBank
Change order deadline	Northeast: 10:00 am ET Mid Atlantic: 11:00 am ET South Central: Varies-refer to next slide	10:00 am local vault time	10:00 am local vault time
Voice Response Unit (VRU)	Yes	Yes	Yes
Internet/web-based platform	No	Yes	Yes

**Cash and checks may deposited manually via the SafeBank product. The client is required to create respective deposit ticket for cash not validated by the smart safe and for any checks. Those items are deposited into a deposit bag and provided to Loomis personnel to be processed at a Loomis facility.*

SafeBank

Using our SafeBankSM service, you can reduce trips to the bank and limit armored car service while still enjoying same-day credit on paper money deposited into a specially-equipped safe at your retail or business office location.

SafeBank can help you:

- Accelerate access to your available funds by receiving same-day credit on cash deposits to SafeBank.
- Gain efficiency by eliminating the need to physically count or sort money and go to the bank to deposit your cash receivables.
- Reduce employee fraud by limiting cash handling and access to cash.
- Enhance security by eliminating the need for employees to take cash deposits to the bank.

We make cash deposits easy:

- You contract with our preferred armored car company to install their "smart" safe at your retail or business office location.
- Your employees deposit currency directly into the safe.
- The safe calculates the amount of each deposit, checks for counterfeit bills and provides a receipt for each deposit.
- The safe automatically transmits your deposit data to Capital One Bank for same-day credit, if received by 8 p.m. ET/7 p.m. CT or 3 a.m. ET/2 a.m. CT (intraday).



Suffolk County Community College

- The armored car service empties the SafeBank safe at least twice weekly; however, you receive credit for your cash deposits daily before the vault physically verifies your cash.

SafeBank secures your cash deposits at your location to save you time and travel, while improving your cash flow with daily deposit posting.

xiii. Provide a schedule and detail the steps required to establish a new banking relationship in a six-week period or less.

The financial operations are fundamental to the College's organization, and Capital One recognizes the importance of supporting the bank transition by creating a cohesive and comprehensive implementation process to minimize any disruption to the College's processes. The transition plan is a collaborative process between the College and Capital One dependent upon clearly identified steps and communication of actions. The following guide presents an overview of the transition process that includes account opening and service implementation.

1) Kick Off Meeting: Client and Capital One Relationship Team

- Confirm Account Structure and TM Services
- Review Transition Timing and Service Implementation Needs
- Account Opening Process Review
- Review TM details to support implementation
 - Intellix Administrators and Users; number of tokens
 - Intellix Administrators, number of tokens
 - ACH Origination: payment types and file totals
 - Remote Deposit: Determine Scanner
 - Closest Branch Location:

2) Account Open Process: Client and (Capital One representative)

- Business Entity Document (one of the following: Article of Incorporation, State Certificate, Amended Certificate of Incorporation, Certificate of Good Standing or Certificate of Registration)
- Banking Resolution
- Signature Cards
- Driver's License for Each Signer

3) Open Accounts: Capital One provide Details

- Order Check or provide Check Specs
- ACH and Wire ABA detail for vendors/state taxes

4) Complete TM Documentation:

- Complete the Terms and Conditions (link), Operational Instructions and specific product document

5) Treasury Management Service Implementation: Begins when signed and completed TM documents received. For Positive Pay and ACH, file specifications will be provided along with sample test files.

- Intellix: balance reporting, online wires, account transfers, stop payment, statements: 4 business days; Token Ordered
- Positive Pay: 10 business days; 10 sample checks are required for testing and implementation dependent on successful file testing.



Suffolk County Community College

- ACH Batch Process: 5 business day; Intellix Token
- Remote Deposit: 7 business days
- ZBA Structure: 5 business days
- Return Special Handling: 4 business days

6) **Treasury Management Training: Once services are implemented, Client will have user training.**

- Training will reach out to contacts identified in TM documentation to coordinate training via webinars. Training efforts include Intellix and Remote Deposit training during set up process

7) **Estimated Transition Process: The process is dependent upon the exchange of information, successful testing and training.**

- Account Opening Process: 1 week
- Treasury Management Service Implementation and Training: 3 weeks
- Anticipated Time – 3 to 4 weeks.

xiv. Describe other services that Proposer is prepared to offer, which excludes selling to/servicing students as private customers.

Integrated Payables

Integrated Payables is a bank service that enables a business to send instructions for initiating multiple payment types to Capital One in a single, consolidated file, instead of manually entering payment instructions into multiple systems. With this service, the number of instruction formats and files it generates from its accounts payable system are reduced, resulting in the need for fewer staff members to manage payment processing.

The College can send Capital One a single integrated payables file to originate ACH, Wire Transfer, Account (Book) Transfers, Check Print and Virtual Card payments in USD. Employee payment files can also be provided on a single file, including direct deposit of payroll and employee expense reimbursement and ACH direct deposit payroll advices.

Remittance Processing Service (RPS)

More consumers are paying bills online at their bank or through bill payment companies. However, the bill payments may be sent via check, which requires extensive manual processing for our clients. Our RPS service addresses this challenge by accepting our clients' online payments electronically and sending clients a daily transmission in a format that meets their accounts receivable requirements.

How It Works:

- Consumers make payments online at their bank or at a bill payment company.
- The bank or bill payment company sends an electronic file of the consumers' payments to MasterCard® RPPS.
- RPPS routes electronic payment information to Capital One Bank after edit routines are applied, to ensure the accuracy of the data.
- You receive same-day ledger credit for the total amount of the deposit.
- A data transmission of remittance information is provided to you for automatic posting to your accounts-receivable system.
- Remittance files can be provided via secure File Transfer.



Suffolk County Community College

RPS routes posting data and settles funds typically within 24 hours. The speed and accuracy of automated payment processing through RPS increases back-office efficiencies, eliminates the need to manage multiple payment originator relationships, and reduces customer inquiries and the associated operational costs.

Lockbox

Capital One Bank's Lockbox processing capabilities are particularly attractive to the government market because of our ability to customize solutions to meet each client's needs. Mail is picked up multiple times daily from a designated post office box. Because we manage and control our own lockbox processing, we can customize processing and reporting to meet the College's particular requirements. All efforts are made to ensure that all checks picked up are processed and receive same-day credit.

Our Retail Lockbox service helps organizations that receive a steady, high volume of low-dollar consumer payments and scannable documents. Retail Lockbox can improve the College's funds availability, capture payment data, and provide a file that automatically updates your receivables system. The College will benefit from use of our retail lockbox service in a number of ways, including:

- Reduce costs and improve productivity by outsourcing the receipt, opening, and depositing of your paper-based remittances.
- Simplify payment processes by uploading payment data directly to your receivables system.
- Increase efficiency with the ability to search and view check images and remittance document images online via image file.
- Improve control and audit trails by segregating your receivables processing and assigning a unique identification number to each transaction.
- Reduce physical rejects by utilizing our web based decision option. This allows the client to review exception transactions such as checks received without coupons, stop file items and balancing rejects.

We offer the ability for you to view your checks and remittance documents online where the images are maintained online for a standard period of 360 days. Extended archive is available for up to seven (7) years. We can also provide the images via Image Transmission for your permanent storage of the images.

Lockbox volume for retail transactions is processed on a daily basis and deposits are made the same day. The data entry output file is audited against the deposit file to ensure that the two items match.

Lockbox services help reduce your operating expense by having your collections mailed directly to a special post office box and delivered directly to Capital One Bank's Lockbox sites. Since payments are processed and deposited daily, this service provides for faster collections and better cash flow. Detailed daily reports are available.

- xv. **Proposer shall, for only those services being offered to the College, provide responses to the relevant questions set forth in Exhibit 1 at the end of this Section II.**

Our responses are included in Exhibit 1 at the end of this Section II.



Suffolk County Community College

b. Anticipated Issues and Resolutions - Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

At the beginning of the conversion process, we bring possible issues that might arise to our client's attention:

- Providing new banking routing number and account number(s) to your clients and vendors and your current financial institution
- Reconciliation of additional bank accounts while in transition
- Additional staffing hours to assist with the conversion project
- Concentration of depository funds from transactions still posting to a previous financial institution needed for disbursement funding
- Overlap in banking service fees from previous financial institution and new financial institution
- Discrepancies with audit confirmations during the transition period
- Training on new financial institution's products and/or services

Many of these issues are avoidable with proper preparation for the conversion, such as allocation of adequate resources to work through the transition and ample time for training and navigating the new financial institution.

The conversion process leverages and follows the same guidelines as a new client onboarding process; since each client is unique, Capital One Bank applies a customized approach in addressing nuances and minutiae. Therefore, you should expect to experience an approach that will fit your specific requirements.

3. Cost Proposal:

As requested by the College's RFP Proposal Format information (page 6 of 37), responses to the Cost Proposal are included in "**Section V, "Cost Proposal."**"

a. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to the following:

- i. A description of all fees associated with providing services identified under the "General Requirements" and "Basic Services sections in the RFP documents.
- ii. Elaborate on any competitive interest rates offers that would be extended to the College on College deposits, any additional investments, as well as credit cards and rebates on credit cards.
- iii. A description of fees associated with electronic funds transfer to or from the College accounts.
- iv. A description of fees associated with dally armored car/courier services, or for alternatives services to armored car/courier services that will allow for secure deposits, including same-day deposits as described under Basic Services in Section III - Scope of Services
- v. A description of fees associated with on-line stop payment services
- vi. A description of the costs, if any, associated with the installation of the bank's ATMs, as well as branches on the College's various campuses and satellite buildings.
- vii. A description of the transaction fees to ATM users, if any.



Suffolk County Community College

- viii. A description of all fees, for any supplementary services available, including but not limited to:
 - a. Any fees for interfaces required between the College's ERP and the Proposer's electronic banking system.
 - b. Fees related to adjust processing on deposits
 - c. Charges for recalling or canceling a wire transfer
- ix. How will the bank stipulate the required compensating balance? Provide the formula for computing the compensating balance and/or reserve requirements.

As requested by the College's RFP Proposal Format information (page 6 of 37), responses to the Cost Proposal are included in **"Section V, "Cost Proposal."**



Suffolk County Community College

EXHIBIT 1
Questionnaire of Service Availability

Bank Background

Community involvement

1. Describe any training or educational programs the bank can currently offers to our employees and students who have a desire to learn more about investing, economics, finance, and banking.

At Capital One, we believe that strong communities and strong businesses go hand in hand. When housing is affordable, schools perform well, small businesses are growing and creating more jobs, and families are budgeting and saving – everyone wins. That's why we're making investments in our communities, block by block, person by person, act by act. When choosing non-profit partners, we employ a deeply local strategy in which our local business associates in our local markets drive the investment of Capital One funds to advance these major cause areas.

To have the greatest impact, we focus our efforts on the following:

Community Development

We seek to develop, enhance, and strengthen low- to moderate-income neighborhoods by supporting workforce development to promote self-sufficiency through job training, skill building, and career development. We also focus on economic development to revitalize or stabilize communities, small businesses and housing to increase availability of safe, affordable housing.

Financial Education

We aim to empower our consumers, our communities, youth and our associates to make smart financial decisions. This initiative supports Capital One's brand promise to deliver empowering financial solutions. In partnership with several leading consumer groups, we provide important tools and resources.

Capital One invests in expanding economic horizons for people in low- to moderate income communities. Helping people brings our Values to life. Through associate engagement and philanthropic partnerships, we are part of the fabric of our communities.

Educational Access

We seek to help children and families in low-income communities succeed by providing access to comprehensive services and programs. We support initiatives involving mentoring relationships with caring adults, quality child care and after-school programs, and life-skills/job skills training programs.

Our culture encourages us all to become responsible and helpful citizens. We look forward to incorporating our goals into the College's community.

2. Describe any intended commitments the Proposer would make to the College in terms of student scholarships, or sponsorship of College/student events.

We currently provide student scholarships and sponsorships to several school districts that have made requests. Each request is reviewed by our community outreach committee and is given serious consideration. We try to honor most requests.



Suffolk County Community College

Customer Service

- 1. Describe how your government banking department is organized. Is there a separate department for each type of service or a centralized customer service department?**

Accounts are managed by a service team that includes a primary Relationship Manager and a dedicated Client Solution Representative. In addition, the College will be provided with 4 dedicated TM client service representatives to assist you with any technical inquires of our online platform and services. Serving as the College's direct contacts, they work with a highly-specialized client service team to provide consultative support and service throughout the implementation process and continuing for the duration of the contract. In addition to relationship management, this group works closely with the Product Management & Innovation Group to deliver products with the greatest benefits to clients.

Your dedicated Client Solution Representative is ready to provide prompt response when contacted to:

- Resolve a problem
- Request account maintenance
- Ask a technical question
- Share a service improvement idea

- 2. Describe what additional customer care services we can expect from the assigned representatives and the bank.**

Beginning in September, 2017, we will roll out a new customer service model, "POD." Instead of calling the 866 Treasury Management service line, the College will be assigned a dedicated team of representatives. You will speak to the same representatives each time you call.

Implementation

- 1. Please provide a detailed implementation schedule and timeline. The schedule should include the timing of each phase of the transition, the employees involved, and the actions required by our company.**

The following guide presents an overview of the transition process that includes account opening and service implementation.

2) Kick Off Meeting: Client and Capital One Relationship Team

- Confirm Account Structure and TM Services
- Review Transition Timing and Service Implementation Needs
- Account Opening Process Review
- Review TM details to support implementation
 - Intellix Administrators and Users; number of tokens
 - Intellix Administrators, number of tokens
 - ACH Origination: payment types and file totals
 - Remote Deposit: Determine Scanner
 - Closest Branch Location:

4) Account Open Process: Client and (Capital One representative)

- Business Entity Document (one of the following: Article of Incorporation, State Certificate, Amended Certificate of Incorporation, Certificate of Good Standing or Certificate of Registration)
- Banking Resolution
- Signature Cards



Suffolk County Community College

- Driver's License for Each Signer
- 5) **Open Accounts: Capital One provide Details**
 - Order Check or provide Check Specs
 - ACH and Wire ABA detail for vendors/state taxes
- 5) **Complete TM Documentation:**
 - Complete the Terms and Conditions (link), Operational Instructions and specific product document
- 8) **Treasury Management Service Implementation:** Begins when signed and completed TM documents received. For Positive Pay and ACH, file specifications will be provided along with sample test files.
 - Intellix: balance reporting, online wires, account transfers, stop payment, statements: 4 business days; Token Ordered
 - Positive Pay: 10 business days; 10 sample checks are required for testing and implementation dependent on successful file testing.
 - ACH Batch Process: 5 business day; Intellix Token
 - Remote Deposit: 7 business days
 - ZBA Structure: 5 business days
 - Return Special Handling: 4 business days
- 9) **Treasury Management Training:** Once services are implemented, Client will have user training.
 - Training will reach out to contacts identified in TM documentation to coordinate training via webinars. Training efforts include Intellix and Remote Deposit training during set up process.
- 10) **Estimated Transition Process:** The process is dependent upon the exchange of information, successful testing and training.
 - Account Opening Process: 1 week
 - Treasury Management Service Implementation and Training: 3 weeks
 - Anticipated Time – 3 to 4 weeks.

2. Is there any charge for training? What training does the bank provide? Is on-site training available?

Your implementation coordinator will be responsible for all aspects of the implementation process including; legal document processing, testing file transmissions and check specifications, service billing and coordination of all client training. Training materials and equipment will be provided based upon the services required. Training will be conducted by subject-matter experts who will address your questions and provide a comprehensive overview of our product offerings. On-site training is available on a very limited basis. There is no charge for training.

3. Describe an overall plan to ensure a smooth transition from current bank service providers.

The overall implementation plan for the College will be comprehensive to ensure a smooth transition from your current providers. Once all required service agreements have been executed, a conversion schedule, in the form of a timeline detailing all the services to be transitioned along with each necessary task, will be documented and presented at a conversion planning meeting. Key individuals from the College and Capital One Bank will participate in this meeting.

We will assign an implementation team to transition your account. A dedicated manager will coordinate the implementation of all the services and design the plan using a project management approach to ensure all expectations are met. Your implementation manager will be responsible all for facets of the process including; legal document processing, testing file transmissions and check specifications, service billing and coordination of all client training.



Suffolk County Community College

Quality assurance reviews and test points will be established for each of the services. These reviews and tests ensure full functionality and acceptance by the College prior to moving the full scope of the accounts and relationship to Capital One Bank. Tests will be performed for connectivity, file transmission/format compatibility and check print quality. Check and file testing are standard for ACH, Positive Pay and Reconciliation services.

The timeline will include a training plan for each of the services. Training can be conducted on-site, via webinar, conference calls and online self-tutorial tools as an added supplement to Intellix® online banking training. Reference guides will be provided for your use.

Our service initiation process is structured to provide clients with dedicated and consultative support throughout each stage. To complete the standard process, the College and Capital One Bank will need to complete the following steps:

- Sign agreement
- Gather, create and review business requirements for each product
- Confirm contacts for each service
- Provide files and/or checks for testing if applicable
- Complete system site surveys, if applicable
- Discuss training preferences

Business Continuity

1. **Provide an overview of your Business Continuity and Disaster Recovery Programs.**

Disaster Recovery is an integral part of our service. Our organization employs several disaster recovery strategies to effectively recover all critical business processes:

- Contractual agreements with Fidelity Information Services to manage and recover all mainframe processing functions utilizing disaster recovery facilities managed internally by Fidelity Information Services.
- Redundant/mirrored mission-critical systems that have been pre-positioned at Capital One's internal recovery centers or at those of our recovery vendors.
- Designated, equipped alternate workspace for recovery team members.

These procedures are tested annually. Operating procedures are edited accordingly and/or as changes trigger a plan update. In the event of a disaster, we are able to activate a backup processing site instantly.

A 2017 Disaster Recovery Executive Summary is included in the Attachments section of our response.

2. **Do you have dedicated staff in place to manage disaster recovery planning and procedures?**

We have aligned a department within our risk management organization to maintain appropriate disaster recovery plans, policies, and testing.



Suffolk County Community College

3. Who at your company decides whether to invoke disaster recovery plans? On what do they base the decision?

The Crisis Management Program is the mechanism which responds to and recovers from crisis situations. The Crisis Management Program Leadership Team provides direction for overall command and control for events that threaten or impact business operations. The Program relies on several teams, which are activated depending upon the type and severity of the event. The roles and responsibilities include:

- **Executive** - represents enterprise-wide interests, with membership consisting of various divisional Risk Office representatives and/or key Operations executives along with appropriate senior executives from Risk Management, Operations, Legal, Technology, Security, Workplace Solutions, Human Resources, and Corporate Communications.
- **Local** - membership consists of key operational personnel from all business areas within a specific local geography. In the case of a localized event, the relevant local incident team is responsible for management of response and recovery. During a wide-spread or high impact event necessitating the activation of the Executive team, the local incident team gathers and shares information to support recovery efforts and implementing decisions of the Executive team
- **Horizontal** - represent Security, Workplace Solutions, Human Resources, Corporate Communications and Technology. Each team provides additional insight and assistance with implementation, and provide leadership to both the Executive and Local teams as needed.

4. Do you have different processes and procedures in place for short-term and long-term business interruptions?

Short-term and long-term:

Systems – Will only be down for the time it takes to bring up the backup servers and systems, which at maximum will take 24 hours. All backup locations have ability to function identically as our current permanent locations.

People – Our Product Managers have the capability to work remotely, which can be sustained for short and long terms if necessary. Client Services currently has four permanent locations. If one of the locations is down, we can transfer incoming Client Services calls to any of the other three locations for processing. If a particular location is down for an extended period of time, the workers can temporarily relocate to any of the other three working locations.

Power Failures – Back-up facilities are available to transfer work and calls in the event a power failure takes place. Back-up facilities are equipped to function identically as our current permanent locations.

5. How is your data backed up? How long would it take you to recover data during or after a disaster scenario?

Back-up sites are set to handle the same capacity as our primary sites. The redundancy and backup measures vary by application. We can activate a backup processing site instantly. For the internal recovery sites, Capital One Bank may stay indefinitely at the backup sites. For the SunGard recovery site, our initial declaration allows us several weeks to make arrangements for replacement equipment at another site.



Suffolk County Community College

6. Are your backup servers for applications and databases housed in facilities separate from your primary servers?

Please refer to Capital One Bank's Disaster Recovery/Business Continuity Management (DR/BCM) statement in the Attachments section for information about our "hot" or alternative backup processing sites. Backup and primary sites do share communications in order to be able to back each other up.

7. Who do we contact in the event of a disaster or emergency?

The College's primary contact is Tammy Leisen for all issues, including a disaster or emergency. However, any member of the College's dedicated team can be contacted.

8. Do you have a defined internal escalation process during a disaster or emergency?

Yes, there is a defined set of criteria that is in the Crisis Management Playbook that must be met in order to determine whether or not to escalate. When to escalate an incident to Crisis Management Program for instance could include:

- Large financial impact
- Potential regulatory violation
- Foreseeable risk to associate well-being (infectious disease or death at the site)
- Inability to meet Recovery Time Objective for business processes

9. Do you have any recommendations that would help us better plan for disaster recovery within our own organization?

Learn from the past. Has the company or anyone in the company experienced a disaster at some point? What worked well, and what did not? Reviewing the experience will help you stay prepared for future issues. Also, make sure your recovery strategies are well documented, communicated to appropriate staff, and tested. If you do not test the recovery strategies, then you will not know if they truly work or not. Just talking about what the plan is and what the strategies are in a meeting is not enough. Walking through the physical recovery of your applications and having a department work for a day understaffed will give you a truer sense of whether or not you are prepared for a potential threat.

Electronic Banking and Information Reporting

Processing

Electronic banking systems

1. Can the company create customized reports?

Using Intellix, the College can create ad-hoc reports and export the data into a file format to be downloaded for use in their environment.

2. How many days of history can be accessed through the system? Provide sample reports.

Through Intellix®, we provide 92 days of prior transaction history. Check images are available for 18 months at no additional fee. We do offer image archive of checks for inquiry for 7 years at an additional cost.



Suffolk County Community College

a. Does the system provide for history inquiry by date ranges?

Yes, history can be obtained by date ranges.

b. Describe whether the College can determine history retention.

History retention is pre-determined. Through Intellix®, we provide 18 months of transaction history. With our Check Management service, checks presented are archived for 7 years. Using the Image Search functionality on Intellix, clients are able to search for 7 years. For eStatements, PDFs of checking and account analysis statements are available for 7 years.

c. Can the bank provide the customer with a download of historical data? If so, in what format(s)?

The College can utilize Intellix to access and download data information:

Previous Day Balance & Transaction Reporting:

- Standard Prior Day reports inclusive of user level filtering capabilities
- BAI2
- Delimited File Format (e.g. CSV)
- Quicken
- QuickBooks

Current Day Balance & Transaction Reporting:

- Standard Current Day reports inclusive of user level filtering capabilities
- BAI2
- Delimited File Format (e.g. CSV)

3. What other bank services are available through the system? List all transaction types (e.g., wire transfers, stop payments) that can be initiated using the electronic banking system.

Available Online Services	
ACH	Deposit Ticket/Item Image Query
Balance & Transaction Reporting	File Transfer
Statements & Bank Reports	Lockbox
Book Transfers	Positive Pay
Check Management	Wire Transfer
Available Online Transaction Types	
ACH	Positive Pay File Upload/Download
Book Transfers	Stop Payments
Positive Pay Exception Decisions	Wire Transfer



Suffolk County Community College

4. Discuss the ability of the electronic banking system to interface directly with the College's enterprise resource planning (ERP) system (Ellucian Banner).

Intellix can interface with a number of different financial systems and has the capability to interface with XML-based financial systems and/or legacy DOS-based systems. We have experience with successfully interfacing with the College's system.

- a. Do any of the bank's customers currently interface with your system(s) from the accounting, ERP and/or TWS system(s) used by the company?

Capital One Bank has a number of clients that utilize ERP and TWS systems; Our experience with the College's systems indicates that future integrations with College's system will be easily accomplished.

- b. Is this an existing interface or would a custom interface need to be developed?

Capital One Bank is currently interfacing with the College's system, so no further customization is expected.

- c. What languages or protocols (e.g., EDI, XML) are used to facilitate the interface?

Intellix has the capability to interface with XML-based financial systems and/or legacy DOS-based systems.

Security

User security

1. Discuss the security features of the electronic banking system.

System Security and Data Protection

Online systems use multiple layers of security including multi-factor authentication, 128-bit SSL encryption, which guarantees the confidentiality and integrity of account information and transactions. Data is protected through a multi-tier approach of layered firewalls, intrusion monitoring appliances, anti-virus software, hardened servers, and limited access to servers through monitored accounts with permissions assigned based on the concept of "least privilege" according to the users' roles and responsibilities. Physical servers are monitored and maintained in a highly-secured Capital One-owned data center with badge access throughout the facility. All bank processes and procedures meet Capital One enterprise requirements and have been modeled on the industry best practice.

Individual Security Sign-Ons

Intellix allows clients to manage their own users on the application. The College will be able to identify a client administrator to manage users within the system. The client administrator can assign permissions based on what has been set up for your organization. The client administrator has the ability to:

- Add, delete or modify users/permissions
- Establish account nicknames
- Reset passwords
- Run audit reports at the company or user level
- Manage security profiles



Suffolk County Community College

Intellix uses multi-factor authentication to validate all users who access the applications. Multi-factor authentication refers to using additional factors other than just a username and password to authenticate a user.

Dual Authorization

Access to Intellix can be based on how the College designates authority for the desired banking services, which are then self-administered. Within the system, users can have roles built with specific levels of access and the ability to view/action only those accounts the client administrator designates. For example, the client administrator is able to designate user-permissions such as; allowing one user to initiate a wire transfer, while another would have permission to release the wire transfer.

2. Describe the process to log into the system. Are users required to change their passwords periodically? Are tokens required for all Users?

Intellix is accessed via the internet using a credential set and multi-factor authentication, which is used to validate all users with access to the applications/modules. Multi-factor authentication refers to using additional factors other than a user name and password to authenticate a user at login and at approval steps for payments and administration. Users log into the application with a user ID, password and token code generated from a mobile soft token or a hard token. Each user's initial provided password must be changed at first sign on. Passwords expire every 180 days.

3. Does the system log out users after a specified period?

If a user has been inactive on Intellix for 18 consecutive minutes, a warning will appear that the user is about to be logged off the system. The system will log off any user that has been inactive for 20 consecutive minutes.

4. Describe the capabilities of the electronic banking system to segregate user authority by function (e.g., access account information, initiate transactions, approve transactions).

Users' authorities can be customized. They can have a specific/personalized roles, permissions and entitlements, and security settings.

5. Describe the security manager's functions. What audit features are available?

On Intellix, the Client Administrator has the ability to create new users, delete existing users and modify all roles, permissions and entitlements, and security settings for their users/employees. The security administrator can run audit reports at the company or user level.

Transmissions

1. Do you support FTP file transmission? If so, what encryption methods are used?

Capital One supports the following secure file delivery methods with multi-factor authentication:

- Secure FTP – sFTP (SSH) / SSH Key authentication and PGP file/payload encryption.
- Capital One *OneConnect*SM (HTTP-TLS) – Bank provided Java based software with Blowfish file/payload encryption and Wikid Systems one-time password user authentication services. Windows, MAC OS and Linux supported.



Suffolk County Community College

- Capital One **Web Connect (HTTPS (SSL))** – Web browser (Windows or MAC) access to the file transfer servers including support of PGP file/payload encryption. User authentication supported via Wikid Systems for generation of one-time passcodes.

OneConnect is a bank-provided, Java-based software/Blowfish file/payload encryption and Wikid Systems one-time password. This solution requires the client to install the software on their PCs or servers based on the operating system selected.

All file transmissions are required to have file/payload encryption. Capital One utilizes PKI (Public/Private Key Infrastructure). Checksum and hash totals are contained and verified upon receipt that file was not compromised during the transmission. PGP encryption is the standard utilized for file transmission. A variety of encryption algorithms are available for use.

2. **Does your online transmission platform offer any value-added services? If so, please describe.**

Our value-added SFTP services include:

- Subscription Alerts for File Load Success/Failure
- Scheduling capability
- Custom file mapping

Depository Services

Deposit supplies

1. **Does the customer order deposit tickets, deposit bags, and other supplies through the provider or directly from a vendor? How are the charges handled?**

We highly recommend the College order deposit tickets and supplies from Capital One Bank. There is a reduced risk of rejected items and deposits when you purchase your checks and deposit supplies directly from Capital One Bank. As an added benefit, if you choose to order through Capital One Bank, the costs can be offset by your earnings credits in your analyzed settlement account. You may also order from a vendor of your choice, and Capital One can pay the invoice and process the payment through analysis.

2. **Can deposit tickets contain an auxiliary MICR field for our location and/or transaction information? What is the maximum number of usable digits in this field?**

Yes, deposit tickets can contain an auxiliary field. The maximum number of usable digits is 10. The service is provided through Treasury Key, which can be used for all College locations.

Deposit verification

1. **Discuss the provider's procedures for post-verification.**
 - a. **How many Provider employees are present when deposit bags are opened?**

If deposits are through the branch night deposit or through the vault, dual control is observed. If the bag is brought to a teller and the deliverer waits for the deposit receipt, dual control is not observed.



Suffolk County Community College

b. Where are the bags opened?

Bags that are delivered through the branch night drop or teller line are opened behind the teller line. Bags that are picked up by the courier are opened at a Capital One Vault.

c. What additional security measures are employed?

Deposits at Capital One Bank vaults are logged and processed under camera surveillance.

2. Does the provider identify and adjust all discrepancies?

- a. What is the standard procedure for reporting deposit adjustments and what additional options are available (e.g., electronic reporting with location ID attached, adjustment copies to multiple locations, etc.)?**

Adjustments are made directly to the account. An inquiry can be requested to the vault to provide additional information about the adjustment. The Vault can provide the bag number and denominational breakdown regarding a deposit adjustment.

- b. What information do you provide to the company regarding a deposit adjustment (e.g., deposit bag number, denomination breakdown, etc.)?**

Capital One Bank provides the bag number and denominational breakdown regarding a deposit adjustment.

Coin / currency ordering services

- 1. Does the provider have an automated coin/currency ordering service? Describe the deposit and change order procedures, cut-off times, security, and other features of this system.**

Change orders are submitted via a Voice Response Unit (VRU). Capital One's system allows for delivery of multiple locations. A VRU user would enter their UserID, password, denominational breakdown, and confirm the delivery date for each order.

Capital One Bank's Vault Services provide a secure, consistent method for clients to pool cash from multiple collections points to a Capital one bank vault, or for locations to receive coin and currency from the Bank. Deposits at Capital One Bank vaults are logged and processed under camera surveillance

Change Orders/Media Options	Vault Services	Virtual Vault	*SafeBank
Change order deadline	Northeast: 10:30 am ET	10:00 am local vault time	10:00 am local vault time
Voice Response Unit (VRU)	Yes	Yes	Yes
Internet/web-based platform	No	Yes	Yes



Suffolk County Community College

2. Describe change order procedures and restrictions for branch pickup.

Change orders are submitted via a Voice Response Unit (VRU). Capital One's system allows for delivery of multiple locations. A VRU user would enter their UserID, password, denominational breakdown, and confirm the delivery date for each order.

In cases where change orders were not done in advance, the College can go to a local branch to order and pick up coin and currency, depending upon the amount.

Through Virtual Vault, cash orders are ready for pickup the next business day if submitted before the cutoff time.

3. For both cash vault and branch change orders, discuss whether or not there are minimum purchase requirements (e.g., standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts and/or using standard change orders? What settlement options are available for change orders (e.g., cash, check, debit to account, wire, etc.)?

There are no minimum purchase requirements for change orders. Discounts on fees associated with coin orders can be negotiated upon acceptance of this proposal. The amount will be direct-debited from an account specified by you.

Return item processing

1. Can return items be automatically redeposited? If so, how many times?

Capital One Bank can redeposit returned items once, which will be two presentments per item.

a. Is this service optional by location?

Return items are processed according to the accounts, not by location.

b. Can copies of all redeposited return items be provided to the depositing location or a central office? If so, within what time frame?

Returned items can be sent to either a specified location or central office. Return item notices are mailed next day. Images and advices of the return items are available the same day via Intellix - Return Item Viewer. By accessing the Return Item Viewer, you can search items quickly by multiple criteria including date, account number, chargeback date, advice number, deposit location, or dollar amount.

c. Are returned items available for viewing online?

Yes, Capital One makes returns available for viewing through Intellix. All returns will also be provided based upon the delivery mechanism of your choice (mail, facsimile, phone, or payor file, etc.) Returns can be viewed individually.

ACH Returns are provided in a Return/NOC report which is available online for no charge. Additionally, a Return/NOC file can be provided in a NACHA format, and is available via Secure File Transfer Protocol (SFTP) or downloaded from File Transfer Service.



Suffolk County Community College

Returns may be reviewed as part of the prior-day report or in a separate report.

2. Can you provide a detailed return item transmission to depository customers? If not, when do you plan to have the service available?

Yes. Capital One Bank can provide a detailed return item transmission to depository clients via Intellix.

- a. Does the transmission include both returns and reroutes?

Yes, data file transmissions can include both returns and reroutes.

- b. Is there a separate record for each returned item?

Yes, the transmission includes individual return item records.

- c. Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler's check, money order, etc.)?

The Return Item Data File transmission can include the location and item being returned. However, the item type cannot be distinguished.

Remote Deposit

Provider background

Experience

1. Are you dependent on any other company as a partner, co-bidder, subcontractor, or any other business relationship in order to provide the services included in the proposal? If so, please describe in detail.

No, Capital One does not have a 3rd party relationship with anyone for our Remote Deposit services.

Remote deposit services

1. Provide a detailed description and general workflow of your remote deposit service capabilities. Attach any diagrams that would assist a novice in understanding the service.

Remote Deposit is a web-based service that enables companies to scan checks remotely from their place of business and securely transmit check images via the Internet to the bank for deposit. Our service features access to deposited items and batch reports for two years.

How It Works

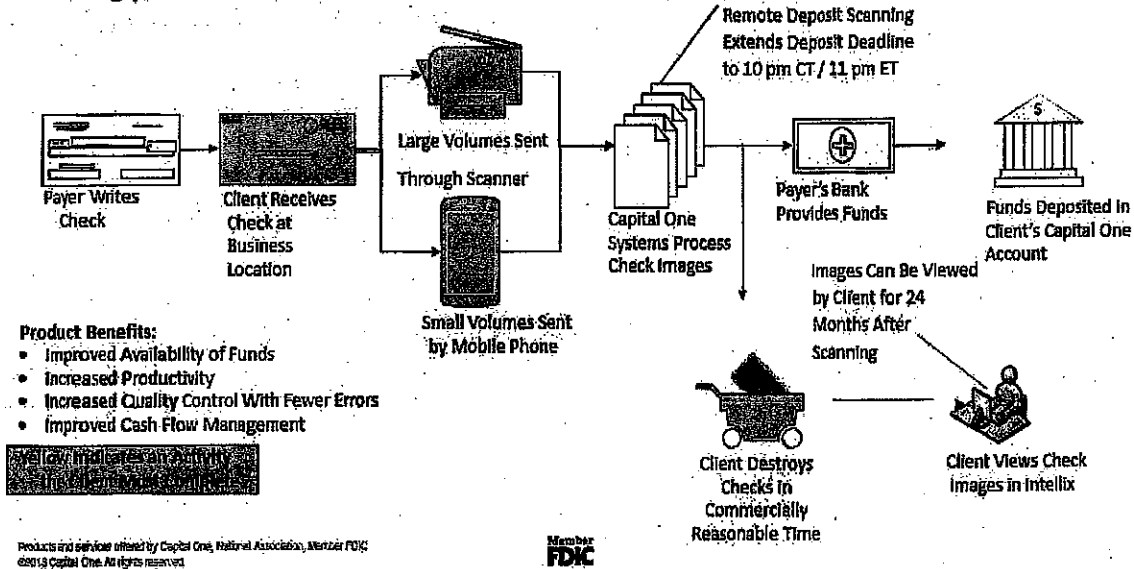
You, as the client, will

- Prepare the deposit by totaling the checks for deposit and endorsing the back of each check.
- Enter the control total of the batch and the amount of each check.
- Use a desktop check scanner to create an image of the front and back of each check
- Submit deposit to the bank for processing.



Suffolk County Community College

Capital One® Remote Deposit Service: Deposit checks for your business without leaving your work site.



- Product Benefits:**
- Improved Availability of Funds
 - Increased Productivity
 - Increased Quality Control With Fewer Errors
 - Improved Cash Flow Management

Products and services offered by Capital One, National Association, Member FDIC. ©2013 Capital One. All rights reserved.



Remote Deposit service:

- ensures the image quality of each check scanned
- checks for duplicate items

Image Cash Letter

1. What storage time do you recommend before we destroy paper checks that have been scanned and cleared as an image item?

The responsibility for not allowing the original paper check to enter the deposit system rests on your organization. As a best practice, we recommend the College establish a check retention schedule for original checks, as shown below:

- Use commercially reasonable methods to safely store all checks until they are destroyed. If possible, maintain physical checks under dual control until destroyed.
- Consider a retention period that is long enough to ensure that the check image cleared the financial system without problems.
- Re-examine your retention guidelines periodically, especially during the first year of processing to determine if adjustments are needed.

Merchant Services

Processor background Experience

1. Provide a general overview and brief history of your organization, including parent, length of time offering card processing services, and/or subsidiary companies and the number of employees. Indicate if you are a direct processor or an ISO and who you are affiliated with.



Suffolk County Community College

Corporate Structure

Vantiv, Inc., a Delaware corporation, is a holding company that conducts its operations through its majority-owned subsidiary, Vantiv Holding, LLC ("Vantiv Holding").

Vantiv operates in two segments: Merchant Services and Financial Institution Services, providing electronic payment processing services to merchants and financial institutions. Vantiv markets its services through diverse distribution channels, including a direct sales force, relationships with a range of independent sales organizations (ISOs), merchant banks, value-added resellers and trade associations as well as arrangements with core processors.

Partnerships

Vantiv's roles and partnerships with payment associations and businesses allow for our merchant's to customize their solution based on their needs. Vantiv offers a wide variety of in-store payment technologies ranging from stand-alone devices to integrated POS solutions. We partner with the leading payment terminal providers as well as over 800 Integrated Software Vendors.

Our company takes an active role within major associations in the payments space. A partial listing includes: MasterCard's POI Board, Direct Response Forum (Board), Direct Marketing Association, Electronic Retailing Association, Electronic Transactions Association, ETA Large Processor Council, Merchant Advisory Group (Board), Merchant Risk Council (Board), National Retail Federation, Smart Card Alliance, PCI Security Standards Council, ASAE, Non Profit Technology Group (NTEN) and various other regional associations related to payments, security and merchant advocacy.

Vantiv has been providing innovative payment processing solutions for over 45 years. Vantiv operates in two segments: Merchant Services and Financial Institution Services, providing electronic payment processing services to merchants and financial institutions. Vantiv markets its services through diverse distribution channels, including a direct sales force, relationships with a range of independent sales organizations (ISOs), merchant banks, value-added resellers and trade associations as well as arrangements with core processors.

Operation and locations:

Vantiv supports over 800,000 merchant locations (11 of the top 25 U.S. retailers by revenue), and more than 1600 Financial Institutions.

Facilities and Number of Employees:

Ohio

Vantiv Corporate Headquarters
8500 Governors Hill Drive
Symmes Township, OH 45249

Arizona

Element Payment Services
500 North Juniper Drive
Suite 100
Chandler, AZ 85226

Colorado

Mercury Payment Systems Headquarters
150 Mercury Village Drive
Durango, CO 81301



Suffolk County Community College

Mercury Payment Systems
 4610 South Ulster Street
 Suite 600
 Denver, CO 80237

Illinois
 Tinley Park Campus
 7851 West 185th Street
 Tinley Park, IL 60477

Kentucky
 Louisville Campus
 5100 Interchange Way
 Louisville, KY 40229

Massachusetts
 Lowell Campus
 900 Chelmsford Street
 Lowell, MA 01851

Texas
 Houston Campus
 20405 State Highway 249
 Suite 800
 Houston, TX 77070

As of 10/11/16

Vantiv Employee Table			
Vantiv Division	Number of Employees	Vantiv Division	Number of Employees
Executive	15	Legal	148
Financial Institutions (FI)	272	Marketing	81
Finance	177	Merchant	689
Global Change	23	Operations	1085
HR	61	Security	39
IT	858		

Above: Vantiv's employees based on functional area.

2. Do you use a third party for any segment of customer or card processing services? If so, explain and provide a complete listing and history of their relationships with you.

Vantiv is a 100% in-house provider of processing services including credit, debit, EBT, check, and gift card. While we partner with a number of third party providers for various aspects of the processing of a transaction, we do not rely upon anyone else for the core processing of your transactions.

In order to be partner agnostic, Vantiv managers a large list of certified partners. In this process we enable partners, gateways as an example, to integrate to us via a number of alternative message specifications.



Suffolk County Community College

This flexibility makes integrating to Vantiv a reasonable effort now and in the future as partners increase the scope of their certification to Vantiv. In the event that Vantiv is selected to move forward, we would recommend that we spend time with each partner in order to outline what is supported in production today, but also to help identify what the College will ask given partners to enhance in order to meet their processing requirements (Omni-Token, P2PE, EMV, etc.).

Competitive position and future commitment

1. What differentiates your service from that of other providers?

Vantiv is a leading, integrated payment processor differentiated by a single, proprietary technology platform. Vantiv offers a comprehensive suite of traditional and innovative payment processing and technology solutions to merchants and financial institutions of all sizes in the U.S. enabling them to address their payment processing needs through a single provider. We build strong relationships with our customers, helping them become more efficient, more secure and more successful.

Vantiv is the second largest merchant acquirer and the largest PIN debit acquirer based on number of transactions in the U.S. The Company's growth strategy includes expanding further into high growth payment segments, such as ecommerce, payment facilitation (PayFac™), mobile, prepaid and information solutions, and attractive industry verticals such as petroleum, business-to-business, government, healthcare, gaming and education.

Perhaps what differentiates us most is the belief that businesses today, especially retail businesses require a payments partner with an Omni-channel approach to processing payments. The intersection of in-store, internet and mobile is developing rapidly and you require a partner with the sophistication to understand consumer behavior and its implications for your approach to mobile acceptance, mobile checkout and ecommerce. Vantiv has a unique perspective and our integrated solutions allow you to be competitive, to capture more consumers and deliver more loyalty to your consumers.

Vantiv is a 100% in-house provider of processing services including credit, debit, EBT, check, and gift card. While we partner with a number of third party providers for various aspects of the processing of a transaction, we do not rely upon anyone else for the core processing of your transactions. We have built our platform and support infrastructure over the last 40 years, and have built our customer portfolio through strong relationship building, which has resulted in best-in-class customer retention.

Vantiv is a small card issuer. We do not rely upon interchange as a significant revenue generator. Many of our competitors are large card issuers and earn significant revenue through interchange that you, the merchant, pay. That inherent conflict does not exist for us. For example, in the unfortunate event of a breach of any sort, would you rather be partnered with a large card issuer whose cards are potentially compromised, or with a small card issuer whose focus is on the processing side of the equation and in a much better position to help you defend your position?

In line with our in-house solution and merchant-centric approach, we are very well equipped to respond to your needs from a development and support perspective. We have an experienced support infrastructure that has a well-rounded view of the processing world, particularly given our support of roughly 2,000 other financial institutions, and through our ownership of the Jeanie Debit Network, one of the largest Debit Networks in the country



Suffolk County Community College

2. List industry-related associations or organizations of which your company is a member, or in which it has direct representation, including the card networks and committees.

Processing

Authorization

1. Describe the authorization method you recommend for our company. List and describe alternatives.

Processing billions of dollars in card transactions per year, Vantiv has been partnering with leading retailers, supermarkets, restaurants and other businesses for decades. Our in-house systems and innovative development capabilities allow you to choose from a variety of authorization and settlement configurations.

We support all high-volume card networks through direct network interfaces with full redundancy to provide improved network authorization performance, reliability and availability. Our systems utilize a primary and secondary routing capability to allow transactions to be processed through an alternative authorization interface if a direct network interface is not available. Our robust processing configuration offers a variety of unique processing capabilities that are available from no other processor in the industry today.

2. What are the procedures to reverse an incorrect authorization?

The best procedures to reverse an authorization will vary depending upon when the authorization occurred, and when you recognize you want to reverse the authorization. An authorization may be reversed at the POS, or through our Virtual Terminal product available to you through Vantiv iQ. Our integration via XML fully supports authorization reversals and it is recommended these reversals be sent in as soon as possible from the original authorization. We also support auto reversal of authorizations. This process can be automatically triggered for authorizations of a certain dollar amount. Vantiv would go out and initiate the authorization request and then, upon approval we will automatically initiate a reversal on your behalf. This is especially valuable when validating card information by generating a \$1.00 authorization.

3. Do you have the ability to process internationally? What currencies can you authorize and settle in?

Yes, we can process internationally. We can authorize and settle in multiple currencies.

Settlement

1. Are settlement amounts listed separately on the bank statement or will they appear as one lump sum (meaning one amount for Visa, MasterCard, and Discover, one amount for American Express)? Will Saturday and Sunday activity be combined into Monday activity?

Yes, we support settlement accounts at the Chain & Division levels. In order to have multiple settlement accounts, we would have to establish Division Codes. For your reference, below are definitions for Chain Code & Division Code processing.



Suffolk County Community College

Chain Codes

Typically, one chain code is assigned per client, but for complex merchant organizations, more than one chain code may be required. Settlement and reporting is at the chain code level. If multiple chain codes are utilized, separate reports and settlement entries will be made by our systems. Reports and settlement can be directed to the same destination or to a different destination for each chain code.

Divisions

Division codes are numeric values, such as 111 and 123, used to group individual store / merchant numbers for roll-up reporting. Reports reflect divisional roll-up information, and Direct can be setup to limit access to specific division sections within reports. Settlement entries can be made at the division level if this roll-up processing option is required. Typical uses of the division code include regional groups, such as using Division 100 for Eastern, Division 200 for Southeast, etc.

2. What are the settlement transmission time frames for Visa, MasterCard, Discover, American Express, Diners, and JCB?

With underwriting approval, Vantiv can offer next business day settlement for Suffolk College. Fees from Vantiv and the networks are settled daily. Vantiv will work with the College and our underwriting department to meet your needs. If monthly settlement is desired, the monthly fee settlement will be provided on the eighth of each month.

Ticket retrieval and chargebacks

1. Will you provide a designated contact person or a department to help us manage chargebacks?

Yes, the College will be provided a designated contact person for chargebacks.

2. Do you have the capability to store and retrieve transaction information, including signatures for bank card transactions and non-bank card transactions? If so, do you have a system that enables the merchant to retrieve and receive this information online?

Vantiv iQ has the premier system for working draft retrieval and chargeback requests. The system allows the College's users to research cases, provide the required documentation, integrate with high speed scanners for rapid response, review facsimile draft generation (with support for signature capture), etc. The chargeback management tool is tightly linked with the rest of the functions within Vantiv iQ allowing for instant access to BIN information, transaction history, location demographics, etc. The iQ system will manage all digital correspondence including the cardholder dispute letter and any additional documentation provided by the College (proof of delivery and signatures).



Suffolk County Community College

General card processing

1. Do you support BIN (Bank Information Number) file management to differentiate between debit card and credit card transactions?

Yes.

2. Describe your debit card processing capabilities. Which networks can you use to support both pin-based and signature-based transactions?

Vantiv currently supports all National and Regional PIN networks: AFFN, ACCEL, Alaska Option, NYCE, Pulse, Jeanie (owned by Vantiv), Interlink, Maestro, Star, CU24, Networks, SHAZAM, Member Access, Revolution Money, and ATH.

3. Please describe how you would support a program for lowest cost routing for debit cards.

Vantiv PRIME is a proprietary, comprehensive least cost routing solution that enhances routing intelligence and reduces cost of acceptance. Waste Management qualifies for our PRIME solutions by accepting Signature Debit Card transactions and has a qualifying MCC code. Following the Durbin Amendment in October 2011, choice in PIN Debit routing was introduced thus allowing for opportunities to reduce overall acceptance cost.

PIN Debit Routing

- Comprehensive routing strategy designed to reduce expense while also optimizing across various dimensions per specific client requirements
- Savings Report
- Month-end reporting provided to summarize PIN Debit routing history and quantify ongoing PRIME routing savings to the client
- Optimized PIN Debit Prompting
- PIN Prompting strategy developed to potentially reduce acceptance cost by shifting Signature transactions to PIN Debit
- PIN-less Debit Conversion
- Routing intelligence designed to seamlessly convert and route Signature Debit transactions to a least cost PIN-less Debit network
- Continuous Advancements and Consultation
- On-going evolution of industry-leading routing capabilities, along with tailored expert advisory services available to Vantiv clients
- Our PRIME routing product has reduced our clients' overall PIN Debit expense by more than \$20 million over the last 12 months. Vantiv has expanded its PRIME PIN Debit routing solution to include PIN-less Debit
- Our solution allows each Signature transaction to be evaluated in real-time to:
 - Determine PIN-less eligibility
 - Identify whether an alternate least cost option exists
 - Route to the lowest cost option
- PRIME PIN-less Debit conversion can reduce the cost of acceptance by 2%-5%



Suffolk County Community College

4. What process do you use to ensure that transactions qualify for the lowest Interchange category? Do you at least provide an annual review of account activity to help your customers identify opportunities to improve qualification rates?

Vantiv is very focused on Interchange Management. In addition to monitoring your transactions on a regular basis, we would consult with you during the implementation phase to ensure that each of your MID's is set up with the appropriate MCC, 8220. This will allow the College to qualify for the most optimal interchange qualification.

Vantiv does not require AVS or CVV2 but would want to consult with Suffolk College on the Interchange benefits associated with sending this data (i.e. Visa transactions can qualify for a better Interchange category with AVS, some transactions may have chargeback protection with CVV2, etc.) Vantiv is your partner and will act as such in assisting you with the very complex rules surrounding Interchange and network management.

5. Describe the dispute process and procedures for both cardholders and merchants.

Dispute Resolution Process

Two major features of our value proposition for processing services are our superb back office support system (Vantiv iQ) and an award-winning chargeback/retrieval processing support staff.

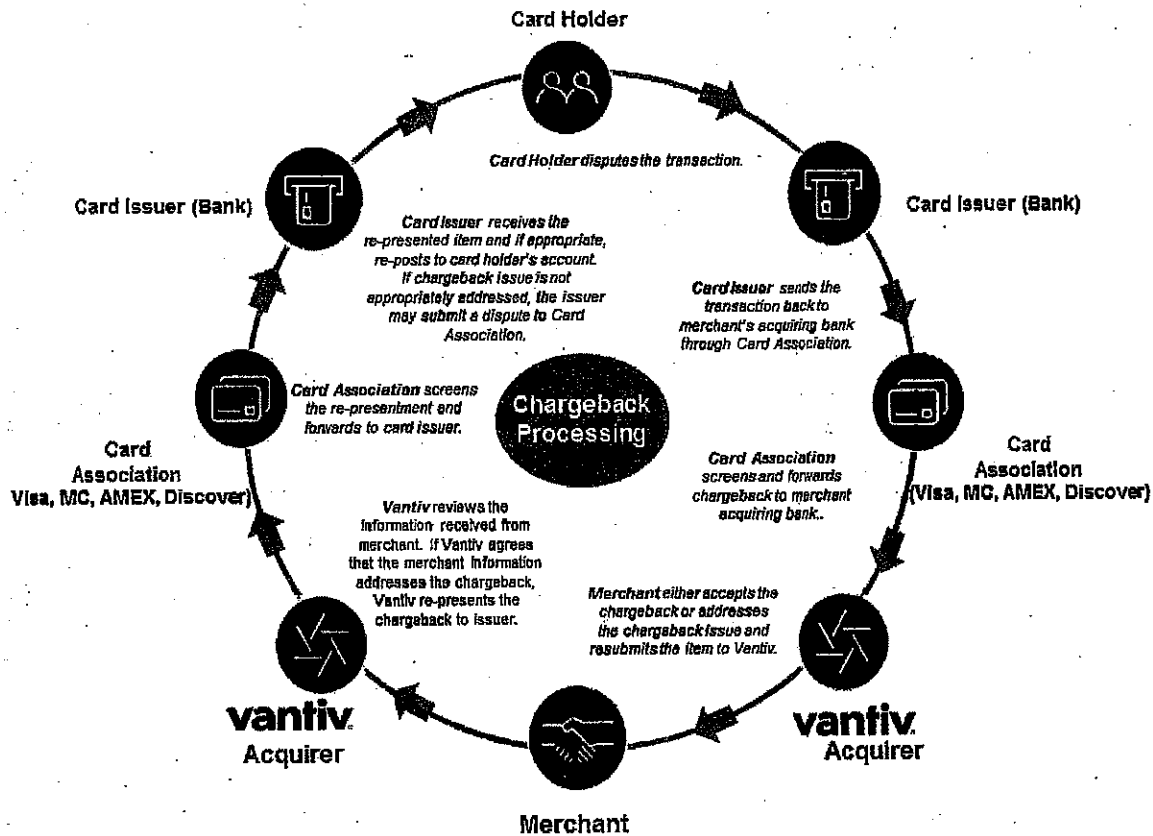
Our systems help ensure that your staff responds to incoming retrieval requests as quickly as possible, thereby minimizing the opportunity for missed deadlines and the resulting chargebacks, which quickly degrade your customer service and impact your bottom line

Our systems streamline the handling of retrieval requests, provide a convenient means of completing customer research inquiries, and provide a wide range of other support features to simplify the reconciliation process and streamline the customer's operations. Below is an overview of Vantiv's Chargeback Processing.

Merchants utilizing iQ can now manage the disputes process through iQ. The process is now paperless, offering a more seamless experience for our merchants. They can view and work on draft retrievals and chargebacks using a scanner or by importing the appropriate documentation.



Suffolk County Community College



Above: Chargeback Processing

Chargeback Support

The Chargeback Support Group handles the processing of Retrieval Requests, Chargebacks and other exception items. iQ is the primary support tool used by Chargeback Operations and our clients to resolve exception items. Both Visa® and MasterCard® have recognized this support team for their outstanding performance in handling exception items. For the past twelve consecutive years, both associations have awarded "Processing Excellence" and "Outstanding Performance" awards to Vantiv.

6. Does your processing system identify and eliminate duplicate transactions?

The following sections provide an overview of the pre-processing edits performed by our systems:

EMD Edit Checking – We confirm receipt of your EMD settlement files through the Electronic Merchant Deposit (EMD) Edit Report, which is also known as the Echo Report. The EMD Edit report is generated during the pre-processing stage of the settlement process. The file can provide different levels of confirmation information, from a summary total of the transactions contained in the deposit file to a detailed listing of all transactions. Summary information includes the number of transactions, batch total, reject total, settlement total and non-settled (e.g. American Express) total, depending on a customer's confirmation requirements.



Suffolk County Community College

Duplicate File Checking – During the processing of EMD files, our systems verify that a duplicate EMD file has not been received. Our systems maintain a log of the last ten settlement files processed by our system for each chain code/client to detect possible duplicate files. Duplicate files are identified through a number of processing parameters, including submission date, processing date, transaction count, and total sales. If any of these factors indicate a duplicate file may have been received, the EMD Edit Report is updated to reflect the duplicate file problem. If a duplicate file is detected, the entire file is rejected. The EMD Edit report is available within 20 minutes of file transmission to notify our clients of the duplicate file problem. If a duplicate file is detected, the file processing is terminated, the file is rejected by our systems, and none of the transactions in the file are settled.

Duplicate Batch Checking – During the processing of EMD files, our systems verify that duplicate batches have not been included in the EMD file. Our systems maintain a log of the last ten batches processed by our system for each store/account number (batch within the EMD file) to detect possible duplicate batches. Duplicate batches are identified through a number of processing parameters, including submission date, processing date, transaction count, and total sales. If any of these factors indicate a duplicate batch may have been received, the EMD Edit Report is updated to reflect the duplicate batch problem. If a duplicate file is detected, the entire file is rejected. The EMD Edit report is available within 20 minutes of file transmission to notify our clients of the duplicate file problem. If a duplicate batch is detected, EMD file processing is terminated, the entire EMD file is rejected and none of the transactions in the EMD files are settled.

Reject Transaction Reporting – Our processing systems generate a Reject Report, known as the MD-082 Merchant Daily Transaction Reject Report, that identifies transactions that will not be accepted by Visa and MasterCard based on the transaction information contained in the EMD file. The Reject Report provides an explanation of why the transaction was not accepted to allow the merchant to identify transactions that would be rejected by the card networks. Transactions can be rejected for a variety of reasons, including non-numeric transaction dates, invalid day or month values, invalid authorization source codes, invalid future transaction dates, non-numeric transaction amount, invalid or missing SIC codes, and other problems which prevent complete processing.

Duplicate Transaction Checking – During the pre-processing of settlement files, our systems sort and process the transaction information to detect potential duplicate transactions. We identify duplicate transactions using the terminal ID, card number, transaction amount, and sequence number. If duplicate transactions are identified, we identify the duplicate transactions in the EMD Edit file. These transactions are settled. Our systems do not eliminate these transactions since the vast majority of duplicate transactions that cause serious processing issues with Visa and MasterCard are detected and eliminated through duplicate file checking, which is performed when an EMD file is received. Additional information on duplicate file and duplicate transaction processing can be provided as required.



Suffolk County Community College

7. Do you offer processing solutions that perform:

- a. Deferred billing?
- b. Installment billing?
- c. Recurring billing?

Yes, Vantiv offers a solution that accommodates deferred billing, installment billing and recurring billing. We invite you to discuss your needs with us in more detail so that we can consult more effectively on the solutions available to the College.

8. Is your company able to process smart card (or mobile NFC) transactions? If so, describe.

Vantiv supports the latest emerging payments such as mobile payments, mobile wallets, tokenization, EMV, NFC and all payment types that will help reduce PCI DSS scope with the merchant. As a Vantiv client, you will have access to a full line of resources and experts on our product team to help you as you look at adopting these new and emerging forms of payments.

9. What is the average number of transactions currently processed daily? What is the greatest number of transactions processed in an hour? How does that compare to your current capacity?

Vantiv processes approximately 45,000,000 transactions each day. Our average daily gross dollar volume exceeds \$1,167,000,000. We have a tested capacity of over 3,000 transactions per second or 10,800,000 per hour. In 2016 Vantiv processed over 25 billion transactions, and \$920 billion in purchase volume for over 800,000 Merchant locations.

PCI DSS compliance

1. Describe how the solution can support the requirement to support end-to-end traceability of a transaction, regardless of the number of vendor "partners" involved. Describe the security measures used to prevent unauthorized user access to either the system or the data.

With Vantiv's encryption technology, data is encrypted at the point of entry, making it unusable to the thieves and hackers. Not only does this reduce the risk of your data being exposed, but it can also help reduce the systems in scope for PCI Compliance.

2. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a third-party assessor?

Vantiv is fully PCI and CISP compliant and remains committed to maintaining this level of compliance. Our data security procedures have been reviewed and approved by Optiv Security Inc. Our last validation date was June 15, 2016. Our compliance is valid through June 2017.

Proof of Vantiv's report on compliance is available on Visa's website:

<http://www.visa.com/splisting/viewSPDetail.do?coName=Vantiv%20Acquiring%20Systems&HeadCountryList=U.S.A.&pageInfo=1%3B30%3BASC%3BcoName>



Suffolk County Community College

3. What resources are available to us for assistance with PCI DSS compliance? Who is the customer contact for PCI DSS compliance the company can refer to for questions?

We understand that PCI DSS compliance can be challenging, especially for smaller merchants. That's why Vantiv has partnered with Trustwave(R), an industry leader in information security and compliance, to help you simplify the process with PCI Assist.

PCI Assist is a set of online tools that have been specially developed with Level 3 Merchants* in mind. With a wizard-style interface and an online security advisor, you'll adopt best practices and follow important steps that lead to your PCI DSS compliance and validation.

Technical capabilities

Communications options

1. What equipment do you recommend we obtain for processing? Do you provide this equipment for lease/sale? Provide pricing details. What is your maintenance and/or replacement policy for this equipment? Will you make available an equipment conversion fund to replace our existing terminals and/or processing equipment?

Vantiv offers the ability for every department in your organization to accept credit/debit cards (debit cards will be processed as credit cards) using the VeriFone Vx520 credit card terminal. The high-speed IP host-based "multi-merchant id (MID)" capable terminal features the ability to process payments and capture additional data elements to include along with the payment.

Each terminal can be delivered pre-configured for plug and play operation, and features an intuitive interface, which mimics the card acceptance experience in the retail environment.

The unique advantage of our certification with the VeriFone VX family of products is that it allows the capability of not only providing terminal-based reporting but also consolidated web-based reporting, as the terminals will be connected to the Ethernet.

Vantiv will work with the College in order to provide competitive pricing for replacement equipment.

Security

1. Outline the security measures in place for the protection of data transmitted for processing.

Vantiv supports several data security solutions to encrypt the card at the swipe and keep it encrypted all the way through to our processing environment. The solution is largely dependent upon what PIN Pads are deployed in your environment, but we support Point-2-Point Encryption (P2PE) on both Ingenico and VeriFone PIN Pads. Our data security solution has been well thought out and is tightly integrated into all aspects of processing including reporting, chargebacks and our raw data files. An additional service that we offer to our customers



Suffolk County Community College

implementing P2PE is detailed consultation with your QSA if required. We will ensure that your QSA understand show we implemented P2PE to reduce your PCI compliance scope.

- 2. Describe the security measures used to prevent unauthorized user access to either the system or the data. If applicable, please indicate if there has ever been a compromise to any credit card systems or applications through a security breach. Detail the process the bank took to notify customers, the steps taken to protect customer's data and the safeguards put in place to prevent it in the future.**

Vantiv offers communications methods designed to enable secure transmission of sensitive data to and from its clients. These approaches include industry standard products such as Connect: Direct 4.6 (including Connect Enterprise and Mainframe FTP), FTP-secure, FTP cluster (VPN or leased line only) and AS2. As appropriate for the technique selected, HTTPs (SSL v3 or TLS 1.x) is required. Our internet customers perform real-time transactions either via virtual private networking (VPN) or secure socket layer (SSL). VPN Encryption: Our VPN network utilizes IPsec encryption, while our SSL environment utilizes a cryptographic system that uses two keys to encrypt data – a public key known to everyone and a private or secret key known only to the recipient of the message. Connect: Direct affords the protection of encrypted site-to-site VPN.

P2PE: Vantiv also has a point-to-point encryption solution that offers merchant clients the opportunity to convey authorization request messages from the time the card data enters the point of sale all the way to our host systems using strong cryptography and periodic key exchange for additional security.

Data at rest: Stored data is protected by a layered array of measures designed to render sensitive information unreadable. Cardholder data is stored in compliance with PCI DSS requirements. Industry-standard cryptographic algorithms, such as AES using 128 or 256-bit keys and Triple DES are in use to support encryption needs. Cryptographic solutions are reinforced by rigorous split-knowledge key management practices and periodic key rotation.

Up-time percentage

- 1. What are established service levels for system availability?**

Vantiv has an SLA of 99.99%. Vantiv has had 100% uptime for 2017.

a.) Outages - Vantiv has not had any unscheduled system or authorization downtime over the past 2 years for any merchant utilizing dual processing on our systems.

b.) Uptime Guarantees - Our system availability service level standards include an outage allowance for regularly scheduled system maintenance. Performance standards, developed for our network customers, measure system availability using the following parameters:

"Maintenance Outage Minutes" (MOM) shall mean, with respect to a calendar month, the length of time, measured in minutes, of outages which are due to routine maintenance and occur during the calendar month but only to the extent that such outages:

a) Will occur between 1:00 a.m. and 5:30 a.m. EST, and b) Will not exceed an aggregate amount of 120 minutes in a calendar month with four (4) Mondays and 150 minutes in a



Suffolk County Community College

calendar month with five (5) Mondays, excluding, however, any time spent in responding to special requests by customer.

"Outage Minutes" (OM) shall mean, with respect to a calendar month, the aggregate length of time, measured in minutes, of outages occurring in that month minus any Maintenance Outage Minutes for that month.

"Scheduled Minutes" (SM) for each calendar month will be equal to the difference of 60, multiplied by the hours in that month, minus the Maintenance Outage Minutes for that month.

"Calculated Availability" (AV) for each calendar month will be quotient of Schedule Minutes for that calendar month minus any Outage Minutes (OM), multiplied by 100% and then divided by Scheduled Minutes, or:

$$AV = (SM - OM * 100\%) \div SM$$

Where:

- AV = Calculated Availability
- SM = Scheduled Minutes for the calendar month
- OM = Outage Minutes for the calendar month

2. Provide system availability statistics for the current and prior year.

Contrary to any previously released or propagated information, Vantiv's system availability with our Merchant Services platform has sustained 100% readiness in 39 of the previous 40 months.

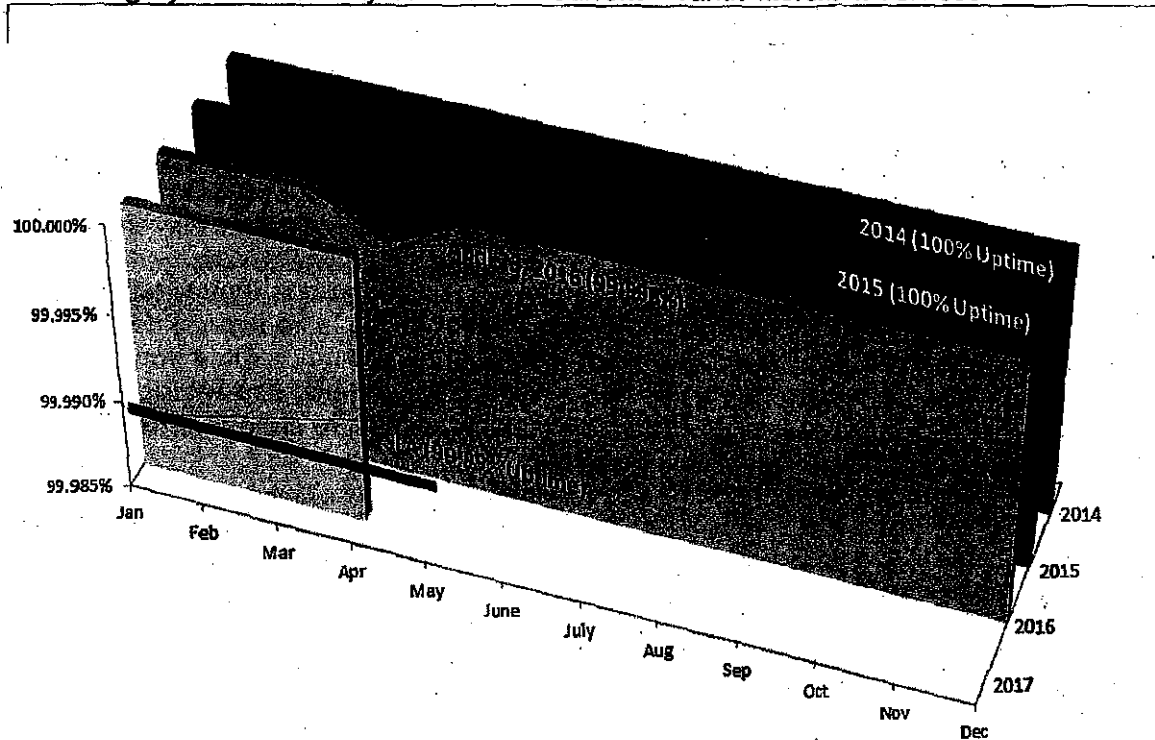
Ecommerce and online payment processing

Contrary to any previously released or propagated information, Vantiv's system availability with our Merchant Services platform has sustained 100% readiness in 39 of the previous 40 months.



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Processing System Availability from 2014 to Current – Vantiv Merchant Services



Above: Merchant Services Processing System Availability from 2014 to Current.

Vantiv had a small outage on April 23rd, 2016. Merchants that were not dual connected were impacted for a period of 1 minute. Those merchants who were dual connected were not impacted.



Suffolk County Community College

- 1. Please describe your approach to online payments. What resources, educational and otherwise, can you provide to merchants? Do you have processing relationships with gateway processors?**

Vantiv can work with the College's current provider Eullican and gateway Payflow Pro. If the College is not happy with your current solution Vantiv can provide another solution. Vantiv has integrations with all of the leading payment gateways.

- 2. What is your approach and philosophy toward new and emerging payments (mobile payments, pay-by-phone, tokens, etc.)? Please list any types of emerging payments that you are working with your customers to implement. What resources can you provide to merchants that are considering adopting new and emerging forms of payment?**

Vantiv supports the latest emerging payments such as PayPal, mobile payments, mobile wallets, tokenization, EMV, NFC and all payment types that will help reduce PCI DSS scope with the merchant. As a Vantiv client, you will have access to a full line of resources and experts on our product team to help you as you look at adopting these new and emerging forms of payments.

Vantiv is keenly attentive to opportunities to help its merchants increase conversions and payments acceptance. We closely monitor both new payment solutions introduced to the market, as well as merchant and end user demand for these solutions. Given the wide variety of potential solutions to support, and recognizing that our merchants know their target customers better than we do, we give priority to those for which we observe a critical mass of merchant demand.

Digital Wallets - Vantiv currently supports all dominant digital wallets: Apple Pay, Android Pay, PayPal, and Samsung Pay. Digital Wallets help consumers pay conveniently from mobile devices. Currently, most transactions occur in store with the ability to tap and pay. Also, Vantiv supports the ability to pay online or within mobile applications. The value Vantiv offers is a single set of services, a single phone number to call for technical support, and a single source of data (all transactions settle and reconcile in the same source for online and in store payments). Vantiv makes m-commerce more simple and efficient for merchants.

Information reporting

- 1. Describe the daily and/or monthly reconciliation reports available to the merchant.**

Vantiv iQ is the latest generation of our customer self-service platform. It is a one-stop portal on which customers can view and act upon all their transactional information in order to make more informed business decisions. Vantiv iQ provides the tools to attend to their payments processing so that their time can be spent serving customers.

No other tool in the industry can match Vantiv iQ's customizable features and functionality. Vantiv iQ offers a unique, secure, experience far beyond what our competitors can provide.



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The screenshot shows the Vantiv IQ dashboard for user Mary. It includes a navigation sidebar on the left with icons for Home, Reports, Alerts, and Settings. The main content area is divided into several sections:

- Welcome Mary:** A message welcoming the user to the new Vantiv payments processing portal.
- Yesterday's Settlements (Fri, 11/27/14):** A summary of transactions for the previous day.

Card/Debit Sales	\$926,466
ACH Sales	\$34,200
Total Refunds	\$84,820
- Card Type Breakdown:** A pie chart and a list showing the distribution of payment methods.

Visa	36% \$324,456
MC	28% \$278,235
Discover	18% \$161,498
AMEX	12% \$87,265
Other	14% \$101,543
- Net Sales Over Last 7 days:** A bar chart showing daily sales from 11/21 to 11/27. A callout for Monday, 11/22, shows sales of \$1,122,125. Summary statistics for the 7-day period are provided:

7 Day Total	\$6.376m
7 Day Avg	\$912K
HIGH: Thu	\$1.326m
LOW: Fri	\$632K
- Alerts:** A list of notifications, including:
 - Vantiv IQ will be unavailable on Sep. 20 from 12am to 6am EST.
 - You have a \$1000 return transaction.
 - Your file is ready for download.
 - You have a new Dispute Notification.
- VIQ How To:** A section with a video icon and text: "Watch Our Guided Tour So that prospects understand our file status error all volupstem." It includes links for Merchant Onboard, Transaction Research, Merge Cardholder Exclusion, and My Reports.
- Industry News & Insights:** A section with a mobile icon and text: "Mobile Payments This unique analytics tool can help you increase operational efficiency, craft long-term. Read Here"

Above: Vantiv IQ customizable interface featuring processing summaries, how-to videos, alerts, news and more.

Vantiv IQ a robust, easy-to-use, web-based reporting tool designed with you in mind:

Alerts: Alert users regarding chargebacks, statements, reports, and more.

Flexible User Management: Effectively control administrative functions such as user set-up and profile settings.

Vantiv Payment Processing Summary: View snapshots of your payment processing activity and history (up to 36 months of data) as well as provide a way to dive deeper into specific areas of your business.

Reporting and Search Tool: View key historical reports containing valuable information related to reconciliation, chargebacks, interchange management, fees, fraud and more! Simply search by card numbers (full and partial), tokens, date range, or dollar amount to get important details on each transaction including EMV data. Export data to a CSV file or Excel spreadsheet.

Online Support: Provides online self-service support that includes interactive resources, informative industry content, and Vantiv 'how-to' product content.



Suffolk County Community College

Dispute Processing – Merchants utilizing iQ can now manage the disputes process through iQ. The process is now paperless, offering a more seamless experience for our merchants. They can view and work on draft retrievals and chargebacks using a scanner or by importing the appropriate documentation.

a. Provide samples of standard reports, including detail and summary reports.

Available Standard Reports

The subsequent table illustrates the standard reports available in Vantiv iQ:

<i>BIMERFIN Merchant Monthly Billing Statement (a.k.a. Monthly Services Invoice)</i>	Category: Billing
Monthly summary of the charges being assessed for prior month's services including per-transaction fees, dial communication fees, third-party and network pass-through fees, equipment rental/purchase fees, communication fees, etc. Fees are reported and charged at the Chain Level.	
<i>MD-081 Merchant Daily Interchange Adjustments</i>	Category: Interchange Management – Credit Only Report
Daily report that provides a summary of the interchange downgrades incurred on Visa and MasterCard transactions as well as Discover transactions if a merchant is Discover Acquired. The report provides merchant, division and chain level summaries of the number of transactions downgraded and the dollar amount of surcharges incurred categorized by surcharge reason (i.e. key entered).	
<i>MD-082 Merchant Daily Transaction Reject Report</i>	Category: Settlement – Credit Only Report
Daily report that provides detailed information about credit card transactions that have rejected during our internal settlement editing process. The report will provide detailed information including a precise explanation for the rejection (i.e. invalid merchant number, invalid account number, etc.) Note: This report will not include transactions that are rejected once they are received by the individual networks.	
<i>MD-085 Merchant Daily Interchange Summary</i>	Category: Interchange Management – Credit Only Report
Daily summary of the total credit card interchange paid by each store location. The report details the volume, count and total amount of credit card interchange fees paid broken out by interchange category. Grand Totals are also provided at the merchant, division and chain levels.	
<i>MD-402 Chargeback Balancing Report by Chain</i>	Category: Exceptions Management – Credit Only Report
Daily report detailing merchant chargebacks items. This report predicts exception items before they are charged to the merchant's bank account and provides chargeback count and amount totals at the division and chain levels.	
<i>MD-410 Credit Card Processing Detail (Chargebacks and Miscellaneous Credit Adjustments)</i>	Category: Exceptions Management – Credit Only Report
Daily report that provides a detailed listing of credit card chargebacks and credit miscellaneous adjustments broken out by division and store number. The report also provides chargeback count and amount totals at the division and chain levels.	



Suffolk County Community College

<p>MD-413 Chargeback Pre-Notification Report</p>	<p>Category: Exceptions Management – Credit Only Report</p>
<p>Daily report that notifies merchant of incoming chargebacks. This report provides transaction detail to assist the merchant with the draft fulfillment.</p>	
<p>MD-414 Draft Retrieval Requests Report</p>	<p>Category: Exceptions Management – Credit Only Report</p>
<p>Daily report that notifies merchant of incoming draft retrieval requests. This report provides transaction detail to assist the merchant with draft fulfillment.</p>	
<p>MD-421 Daily Retrieval, Pre-note and Aging Report</p>	<p>Category: Exceptions Management – Credit Only Report</p>
<p>Daily summary of all chargeback document requests that remain unfulfilled by the merchant. The purpose of this report is to alert merchant of unfulfilled requests and notify them of their outstanding chargeback liability. The report breakouts the data into 4 sections: Unfulfilled Draft Retrievals (10 - 29 Days), Unfulfilled Pre-Notifications (15+ Days), Unexpired Chargebacks, and Division/Chain Totals.</p>	
<p>MD-477 Daily ACH Comprehensive Settlement Report</p>	<p>Category: Settlement – Includes Only Products/Card Types Settled by VANTIV, LLC</p>
<p>Daily ACH report showing the merchant's settlement rules along with a detailed accounting of what items were settled by Fifth Third Processing Solutions, how many ACH items were sent for the chain code on the date reported and how the items were grouped or rolled together (if applicable).</p>	
<p>MD-600 Merchant Daily Consolidated Report</p>	<p>Category: Settlement – Includes All Products</p>
<p>Daily summary of the batches/files submitted by a merchant for processing within a given day as well as any adjustment to the merchant's settlement due to credit interchange fees, credit chargebacks or debit/EBT/check adjustments. Totals are provided at the merchant, division and chain levels.</p>	
<p>MD-601 Merchant Daily Consolidated Settlement Report</p>	<p>Category: Settlement – Includes All Products</p>
<p>Daily detailed listing of all transactions submitted by a merchant for processing. This report includes the account number in a truncated format and summary totals are provided at the batch, merchant, division and chain levels. Note: This report contains transactions for all products for most merchants. However, some merchants opt to have their credit transactions excluded to limit the size of the report.</p>	
<p>MD-602 Possible Fraud: Multiple Transactions: Same Card and Same Day Report</p>	<p>Category: Possible Fraud: Multiple Transactions Same Card and Same Day Report</p>
<p>Daily report that identifies when multiple transactions have occurred on the same card in the same day when at LEAST one of the transactions has been key-entered. The transaction amounts do not have to be the same for the items to be flagged. This report helps identify possible fraudulent transactions.</p>	
<p>MD-603 Possible Fraud: Same Card and Same Amount Same Day Report</p>	<p>Category: Fraud Alert – Includes All Products</p>
<p>Daily report that identifies multiple transactions that occurred on the same card number for the same dollar amount in the same day. This report helps identify possible duplicate or fraudulent transactions.</p>	



Suffolk County Community College

MD-606 Merchant Business Day Chain Summary Report	Category: Settlement – Includes All Products
Daily report that provides totals for "Previously Settled", "Settled Today" and "Batch Total" amounts based on a merchant's business day. Totals are provided at the store, division and chain levels.	
MD-900 Bankcard Chargeback Pre-notification	Category: Exceptions Management – Credit Only Report
Daily report notifying the merchant of a pending chargeback and requests action for dispute.	
MD-901 Bankcard Advice of Chargeback	Category: Exceptions Management – Credit Only Report
Daily report notifying the merchant of a chargeback, chargeback reversal or a denied reversal request.	
MD-910 Merchant Adjustment Notification	Category: Exceptions Management – Debit, EBT, Check and WIC Only
Daily report notifying the merchant that a debit /EBT /check/ WIC adjustment will be debited or credited to the merchant's account. This report provides information that the merchant can use to dispute the adjustment.	
MW-600 Merchant Weekly Consolidated Report	Category: Settlement – Includes All Products
Weekly summary of the batches/files submitted by a merchant for processing within a given week as well as any adjustment made to the merchant's settlement due to credit interchange fees, credit chargebacks or debit/EBT/check/WIC adjustments. Totals are provided at the merchant, division and chain levels.	
MW-606 Merchant Weekly Chain Summary Report	Category: Settlement – Includes All Products
Weekly snapshot of the Batch Totals for each day of the week (Saturday through Sunday) and the weekly Grand Totals as well. The report provided these totals at the store, division and chain levels.	
MM-302 Merchant Monthly Billing Summary (For Bundled Merchants)	Category: Settlement – Credit Only Report
Monthly summary, by location and chain code, of a merchant's monthly activity including credit card deposits, discount fees, interchange adjustments, chargebacks, requests for draft copies, miscellaneous adjustments, number of transactions, and authorization method breakouts.	
MM-303 Merchant Monthly Billing Summary (For Unbundled Merchants)	Category: Settlement – Credit Only Report
Monthly summary, by location and chain code, of a merchant's monthly activity including credit card deposits, interchange fees, interchange adjustments, chargebacks, requests for draft copies, miscellaneous adjustments, number of transactions and authorization method breakouts.	
MM-311 Unmatched Credit Report	Category: Fraud Alert – Credit Only Report
Monthly summary of credit transactions with unmatched credits grouped by store location. Unmatched credits are determined by comparing return amounts to the total amount of purchases on the credit card for the last 120 days.	



Suffolk County Community College

MM-312 Unmatched Credit Report* Category: Fraud Alert – Credit Only Report
Monthly summary of credit transactions with unmatched credits grouped by card number. Unmatched credits are determined by comparing return amounts to the total amount of purchases on the card for the last 120 days.

MM-313 Unmatched Credit Report* Category: Fraud Alert – Credit Only Report
Monthly summary of credit transactions with unmatched credits totaled by store number. Unmatched credits are determined by comparing return amounts to the total amount of purchases on the card for the last 120 days.

MM-314 Monthly Merchant Fee Allocation Report* Category: Settlement– Credit Only Report

Monthly summary of a merchant's credit card activity and credit fees for the month. This report was designed to allow for the allocation of fees by merchant location for an unbundled billing merchant.

MM-436 Monthly Merchant Checkcard Report Category: Specialty – Credit Only Report

Monthly count and amount summary by location of the Check Cards processed as Credit Card / Signature Debit transactions. This report identifies the percentage of transactions that have the potential to be processed as Pin-Debit card transactions. Note: Discover transactions will be included only for Discover Acquired merchants.

MM-437 Monthly Merchant Commercial Card Report Category: Specialty – Credit Only Report

Monthly detailed listing of the count and amount for all Commercial and Purchasing cards processed by the merchant. This report identifies transactions that require the submission of Level II and III data in order for the transactions to qualify at the lowest possible interchange rate. Note: This report will include Visa and MasterCard for all Non-Settled or Fifth Third Settled merchants and will include Visa, MasterCard and Discover for all Discover Acquired merchants.

MM-600 Monthly Consolidated Report Category: Settlement – Includes All Products

Monthly summary, by location, of a merchant's monthly processing including sales, submitted, rejects, non-settled sales, interchange fees, credit chargebacks, debit/EBT/check/WIC adjustments and net totals. Store totals are broken out by date and then summarized for the month. Monthly Division Totals and Chain Totals (including Cash Back and Convenience Fees) are also provided.

MM-850 Merchant Monthly Statistical Summary Report Category: Billing – Debit/EBT/Check/WIC only.

Monthly summary detailing debit/EBT/check/WIC network totals for each store location. In addition, this report also provides network totals and grand totals at the chain level as well. Note: This report is available for unique ACRO merchants only. In addition, while this report currently includes data for credit card networks for those merchants who process via Host Data Capture but includes only debit/EBT/check/WIC network data for all other merchants. The credit network data for Host Data Capture merchants will no longer be included on the report sometime in fourth quarter 2009 or first quarter 2010. At that time, the report will include debit/EBT/check/WIC only for all merchants.

EFADJPRTR08 Transaction Adjustment Record Report (TARR) Category: Exceptions Management – Debit, EBT, Check and WIC Only



Suffolk County Community College

Daily detailed listing of all debit/EBT/check/WIC adjustments that were keyed by the merchant or a cardholder's institution. This report includes information on the original transaction and the adjustment. *Reports with an asterisk are not automatically generated for every merchant and require the merchant's Relationship Manager or Conversion Manager to complete the Bankcard Merchant Report Set Up Change Request Form and submit the form to IT.

Above: Standard reports available in Vantiv iQ.

b. What is the standard delivery time frame?

Our daily, weekly, and monthly reporting is available online through Vantiv iQ. Reporting is available every morning by 6:00 Eastern. Summary transactional data is stored for 36 months, and detailed data is stored for 18 months. iQ reports are downloadable, or exportable to Excel or other similar reconciliation software packages. Most of our large national merchants also receive our Merchant Activity File ("MAF") and Chargeback Activity File ("CAF") on a daily basis. These files are raw data files, which may also be exported into your accounting software reconciliation package for your use.

c. What delivery methods are available (e.g., mail, e-mail, fax)?

Reports are available through our online portal. Paper statements are available upon request.

2. Describe other reports available to the merchant. If a merchant needs reports from a previous period, or a specific time frame, are they readily available? How long is reporting data stored in your system?

- Store detail-level credit and debit transaction data for 18 months.
- Store summary-level data for 36 months.
- Store chargeback data for nine months.

3. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant "roll up" specific groups for reporting independent of others?

Vantiv supports multiple merchant IDs to allow clients to separate processing activity based on a number of factors, such as location, function, product, sales group, customer alliance, and many other factors. This information can be further refined through divisional information, which allows our systems to provide roll-up reporting to consolidate processing activity while maintaining individual location information. All data and reports can be available at each level of hierarchy if the College requests this. User management allows for the College administrator to define who sees what information they need.



Suffolk County Community College

Our systems currently support the following data hierarchy:

- Chain
- Division
- Store/Account Number

Hierarchy Notes:

Chain Codes

Typically, one chain code is assigned per client, but for complex merchant organizations, more than one chain code may be required. Settlement and reporting is at the chain code level. If multiple chain codes are utilized, separate reports and settlement entries will be made by our systems. Reports and settlement can be directed to the same destination or to a different destination for each chain code.

Divisions

Division codes are numeric values, such as 111 and 123, used to group individual store / account numbers for roll-up reporting. Reports reflect divisional roll-up information, and iQ can be setup to limit access to specific division sections within reports. Settlement entries can be made at Vantiv the division level if this roll-up processing option is required. Typical uses of the division code include regional groups, such as using Division 100 for Eastern, Division 200 for Southeast, etc.

Account Numbers

The account number is the lowest level of processing hierarchy supported by our systems. Separate account numbers are assigned to each location and/or product function. Store/Account Numbers can be grouped at the division level and are also rolled up to the chain code level. Settlement entries and processing invoices can be made at the account level if chain code roll-up is not required.

4. **Can reports be tailored to send specific sections – for example, report groups comprising a subset of merchant numbers – to different locations? Is there an additional cost for this service?**

Reports can be reconciled per location or merchant id. There is no additional cost for this service.

5. **Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the merchant? If so, what access method is available? For how many months may historical data be retrieved?**

- Store detail-level credit and debit transaction data for 18 months.
- Store summary-level data for 36 months.
- Store chargeback data for nine months.



Suffolk County Community College

6. How does your solution feed settlement files into an ERP?

Reports can be downloaded via our online portal and uploaded into the College's ERP system. If a direct feed is required, we can explore integration options.

7. Does your recommended solution include a specific chargeback reporting option or service?

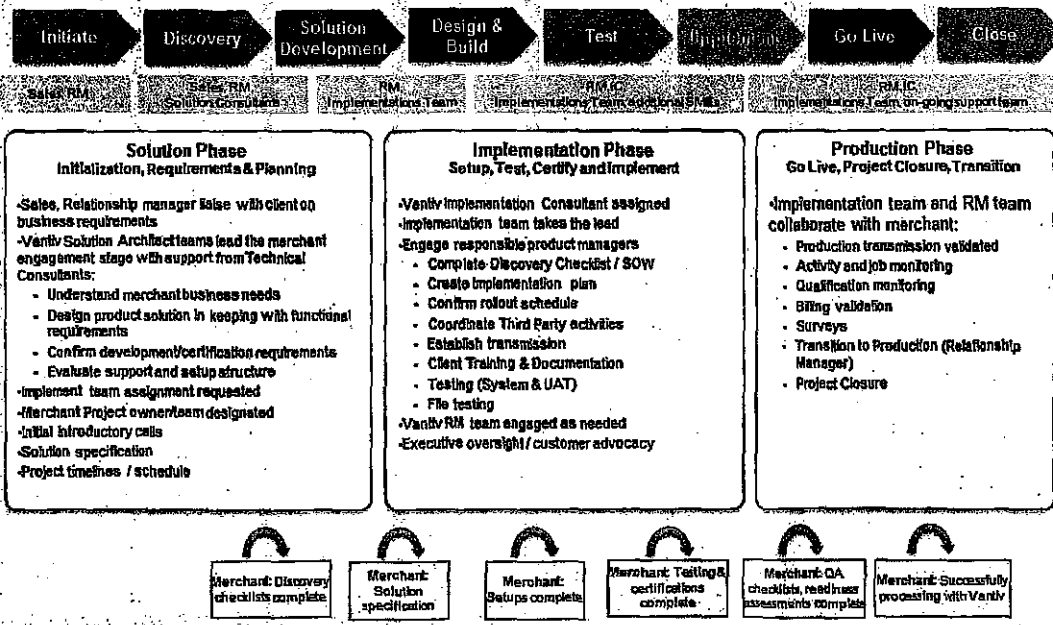
Vantiv iQ has the premier system for working draft retrieval and chargeback requests. The system allows the College's users to research cases, provide the required documentation, integrate with high speed scanners for rapid response, review facsimile draft generation (with support for signature capture), etc. The chargeback management tool is tightly linked with the rest of the functions within Vantiv iQ allowing for instant access to BIN information, transaction history, location demographics, etc. The iQ system will manage all digital correspondence including the cardholder dispute letter and any additional documentation provided by the College (proof of delivery and signatures).

Implementation

1. Describe the merchant implementation process (i.e., steps in the process of bringing a merchant into production) and the normal time frame for implementation.

Implementation is broken up into three segments, solution phase, production phase and implementation phase. Below is an overview of each segment

Vantiv Merchant Implementation Process





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Solution Phase

During this phase the Solutions Team will work with the College to plan a solution based off of your requirements. After all agreed upon contracts and documents are signed Vantiv will hold a kickoff call with the College. Your Sales Rep will introduce your Relationship Manager and Implementation Team. The Solutions Team will instruct the Implementation Team on the needed requirements and recommended solution. Vantiv will build out a customized timeline and schedule for both parties to follow.

Implementation Phase

The Implementation Team will assign a designated Implementation Consultant during conversion. Vantiv will engage product managers as needed and complete the Statement of Work. Any Third Party that will be involved will be engaged to coordinate implementation and activity at this time.

Vantiv will establish a transmission and test the system. Training and documentation will be provided.

Production Phase

In the last stage, the Implementation Consultant and Relationship Manager will work with the College to validation the production transmission. Vantiv will continue to monitor all activity and validate billing. After all implementation is complement the Implementation Team will transition activity over to your Relationship Manger.

Time Frame

Implementation times can vary depending on:

- Project scope
- Nature of technology
- Existing environment
- Degree of engagement from third parties
- Scale of roll-out

While each merchant is different and has their own time frame for implementation, Vantiv will perform a project kick off to align with you on the overall approach to your various departments implementation and create an actual time frame to meet both sides expectations.

As with the setup of new merchant locations for existing interfaces, we share a mutual goal in establishing new merchant processing interfaces systems as quickly as possible. We do not want to make unrealistic commitments concerning conversion time frames that cannot be satisfied within the required time frame due to the complexity of the processing interface, the availability of client and third party resources, and the conversion projects that are already underway on our systems.



Suffolk County Community College

Customer service

- 1. Will a specific customer service representative be assigned to handle this business? Describe the responsibilities of the customer service approach and provide contacts, including the chain of command for problem resolution.**

The College will be supported by one of our Relationship Managers. Our Customer Service function is performed in-house by Vantiv employees. Most of our RM's are located in our corporate headquarters in Cincinnati, OH. We do have several RM's that work remotely across the US. We also have a dedicated customer support number for our member clients that is available 24x7x365. This veteran call center support team is familiar with our member clients and can provide expert service should you require after hours support when you RM is not available.

Service Meetings

Your Relationship Manager will hold at a minimum an Annual Review with the College's team to review activity downgrades, chargebacks reconciliation efforts and answer all questions for our clients. Many of our merchants prefer to get together more frequently either for a formal review (face-to-face meeting) or an informal review (conference call). Vantiv will work with the College to accommodate your preference.

- 2. What are the hours of operation for the customer service unit? Specify time zone.**

Hours of Operation

24x7x365. Most of our relationship managers work out of our Corporate offices, which are located in Cincinnati OH in the EST time zone. However, we have relationship managers all over the US including Chicago, Seattle, CA, FL and across the Midwest and Northeast.

Quality

- 1. Do you have a formal quality-improvement program for card processing? If so, describe.**

As interchange fees continue to increase across the board, Vantiv realizes that there is a huge savings potential for merchants by continuing to enhance our best in class interchange management strategies.

Our Interchange Management team is focused on the analysis of interchange data and searching for strategic ways to ensure that every transaction is qualified at the lowest possible interchange rate. This team works directly with our merchants to ensure they are employing 'best practices' within their processing model at the same time as we are fine-tuning our downgrade detection and reporting systems.

We will perform a series of pre-processing edit checks before sending a file to the networks for processing. This will catch most transactions that are missing certain data elements and correct them to prevent unnecessary downgrades.



Suffolk County Community College

Payment Gateway

1. Describe the online billing services available through your solution and describe the features of payment security and storage.

Vantiv would utilize a third-party partner to provide online/bill presentment. The product supports the ability for a department to transmit a file of records that are owed and allowed to be paid electronically. This file can be delivered as many times as necessary to maintain the integrity of the balance that is owed. The solution will allow the customer to search by their invoice number or name or other criteria which is established by the department during the implementation phase. The customer is presented with the amount owed and is allowed to make a payment using a credit/debit card and/or electronic check. Other business rules such as: enforcing that the customer pays the oldest bill first, allowing partial payments, allowing minimum payments, etc. can be established during the implementation phase. Forte will process the payments and will deliver a payment file the next business via secure ftp allowing the department to access the file and upload the payments to their software to update the balance.

2. Does your gateway solution support electronic check payments? If yes, please describe.

Vantiv would utilize a third party to provide the ability to accept electronic checks. The solution offers this service via the Web and IVR and the service is supported in absorbed and convenience fee models. As an add on service, the solution can provide additional verification of good/bad check writers behind our eCheck process. This service will verify if there is good/bad check writer information as well as if the account has a positive fund balance. This service runs 'behind the scenes' and provides response codes to the calling application: POS, NEG and UNK.

Do you have any complementary services that you can offer?

Vantiv can leverage a partnership in order to provide convenience fee products.

3. What transaction types does the gateway service support?

Vantiv understands the College's needs and requirements. We propose integrating with the College's current software solutions while also providing additional software, hardware and gateway options. Through our partnerships we can provide the College with various payment channels and both absorbed and convenience fee solutions.

4. Describe the reporting and reconciliation available with your gateway service.

Please see our detailed response on Vantiv IQ.

5. Describe your online payment gateway service and include the features and benefits it provides.

Vantiv has its own gateways or we can leverage a direct integration with another gateway depending on the College's needs.



Suffolk County Community College

6. Describe the international funding and report availability through the payment gateway.

International funding will be determined by the country and currency accepted. We can provide details further once we review which currencies are accepted by the College.

7. Describe what protection and controls you offer to minimize fraudulent card use by cardholders and third parties. How do you screen transaction activity for fraudulent patterns?

Vantiv has established processing systems in conjunction with Visa, MasterCard and the other card networks to control fraud and provide the reliable processing systems required to ensure that all transactions accepted at your locations are properly authorized and your deposits are reviewed for possible fraudulent or collusive activity. The foundation of our Risk Management strategy is the belief that fraud prevention begins at the point of sale. Customer service representatives are the first line of defense in the prevention of fraud. Fraud control continues with systems that detect activity that has already occurred to provide ongoing notification of possible collusion or organized fraud activity. Monitoring systems and risk management controls can identify possible fraudulent activity, but in most cases these systems identify fraud that has already occurred rather than deter fraud that may occur.

Vantiv continues to work closely with Visa and MasterCard to provide our customers ongoing fraud education. We will work with your operations personnel to develop a comprehensive fraud education program that can provide the information your employees need to detect counterfeit cards and fraudulent behavior. Additional fraud protection is gained through the ongoing reinforcement of this education by your managers. We can conduct periodic fraud training seminars at your headquarters or select regional locations to provide follow-up training. We also offer reports enabling your operations personnel to detect possible collusive activity and other processing problems that may increase the likelihood of incurring employee-caused fraud losses.

8. Does your service interface with existing applications and systems?

Vantiv has a robust portfolio of certified third-party solutions and companies who have completed integrations into our host processing platforms. Several software solutions connect to Vantiv directly, while others utilize third-party gateway and middleware products which connect to Vantiv directly. We will conduct further research on possible interfaces offered by the system in question and work with the College to design a custom solution.

9. Provide a list of your application programming interface (API) integrations.

Vantiv has numerous ways in which your systems can integrate with our processing platforms, and we are eager to conduct a technical review to establish and agree upon the proper approach. Guidance for the development effort will be provided from Vantiv's format specifications, APIs, and SDKs.



Suffolk County Community College

Online Bill Presentment and Payment

Overview

1. Please provide an overview of your electronic bill presentment and payment service.

The Electronic Bill Presentment and Payment (EBPP) service offers a client-branded, web-based bill presentment and payment solution. Payers can access their bill and remit payment via ACH and credit card, enabling our clients to receive predictable, recurring payments from their customers and better manage their working capital.

- **Electronic:** Replaces physical letters/bills/checks
- **Bill:** Is a receivables product for those companies utilizing bills/invoices for receiving funds
- **Presentment:** Allows the biller to present bills directly to the payers and eliminate shipping costs, paper, possibility of loss in mail, etc.
- **Payment:** Allows the payer to pay their bills online easily and by a number of methods (one-time, recurring, via check/ACH or Credit Card, present/future dated)

How It Works:

1. Capital One Bank creates a secure payment portal and provides the link for publication on your website
2. When customers click the link, they are prompted to register
3. Once registered, they will always log in to the secure site to make their payments; payments can be made via ACH or via credit card
4. Capital One Bank processes incoming payments via the ACH network or a credit card acceptance gateway
5. Funds are transferred directly from the customer's bank account or credit card to your bank account
6. Using the EBPP administrative site, you can manage receivables information online and in real time (e.g., updating customer records and viewing/downloading multiple detailed reports)
7. The product can also support Single Sign-On, Secure Hand-Off, and API processes where clients have and maintain their own user credentials (e.g., username and password)

Product Features and Benefits:

1. Turnkey solution that facilitates real-time, online receivables processing
2. Payments can be made via ACH or credit card with scheduled and recurring payment options; payments can also be made via telephone
3. Ability to distribute bills electronically
4. Ability to set up a Stop File, which ensures unwanted payments are not processed
5. Centralized receivables reporting system
6. Convenience fees can be collected in a flat dollar amount or a percentage of the payment
7. No need to invest in or maintain a costly technology infrastructure.
8. Pay per transaction



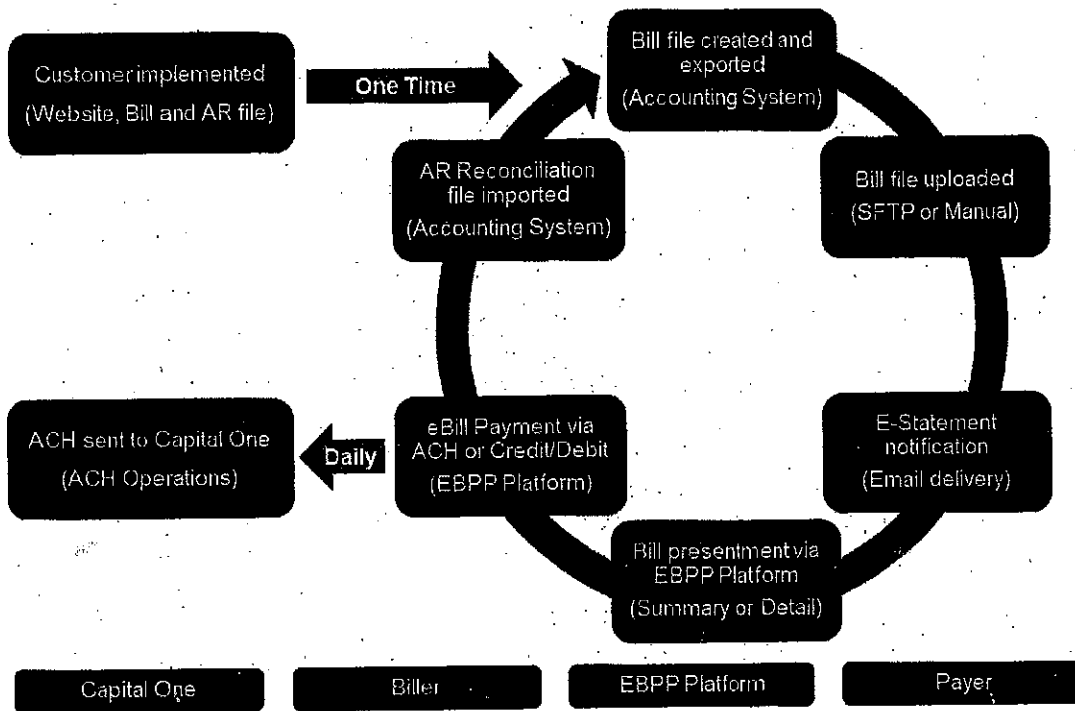
Suffolk County Community College

- 9. Stop function to upload files to place and delete stops reduces risk associated with accepting unwanted payments
- 10. Go Green (PayItGreen approved)
- 11. Safety and Security (PCI Level 1 Certified, SSAE 16 and HIPAA compliant)

EBPP is proven to reduce payment collection time for our treasury clients, resulting in a positive impact on cash flow and bottom line. In addition, our platform is flexible so clients can decide what payment methods and options to offer – including ACH, credit and debit card payments via the web, automated telephone service or through your customer service representatives. EBPP meets the highest standards of the nation’s largest banks and corporations, and gives our clients the comfort and security of working with us as their trusted bank partner.

2. Please provide a detailed diagram of the flow of information between systems.

EBPP Product Cycle



3. Is your solution PCI-compliant?

Yes, our solution is PCI Level 1 Certified, SSAE 16 and HIPAA compliant.



Suffolk County Community College

4. Is your solution compliant with red flag rules?

Yes, Capital One is compliant with red flag rules as required by law.

Bill payment

1. What options do our customers have to make payments?

EBPP allows the payer to pay their bills online easily and by a number of methods (one-time, recurring, via check/ACH or Credit Card, present/future dated)

2. Can customers set up recurring automatic payments? Does setup include payment amount thresholds?

Customers can set up recurring automatic payments including amount thresholds.

3. Describe any controls and customer provided blocks that your service can support.

The College can prevent unauthorized ACH debits from hitting its accounts with our ACH Debit Protection service. Accounts can be set up to automatically block all ACH debits from posting to an account or selectively authorize ACH debits from pre-approved business partners up to a pre-defined dollar threshold and/or number of occurrences. We can assist you with identifying the list of trading partners who are currently debiting your account via ACH for setups of those authorize business partners.

Additionally, we also offer the ability to review rejected unauthorized debits that don't meet your approved parameters and make a pay or return decision on those items. If the decision is not received by the cut-off time, the item(s) will be automatically returned. ACH Debit Protection reduces your exposure to unauthorized or fraudulent ACH activity.

ACH Positive Pay

ACH Positive Pay is an enhancement to the Electronic Debit Protection service. Clients use Electronic Debit Protection to help detect and return unauthorized ACH debits presented to their account. The standard Electronic Debit Protection service offers our clients two options:

- Block all ACH debits from posting to their account
- Only allow pre-specified originators to send an ACH debit to their account and block the rest

With Electronic Debit Protection, it is possible that an ACH debit transaction could be rejected and returned unauthorized if Capital One does not receive the information in time. With ACH Positive Pay, this situation is eliminated - clients are able to review and determine whether to pay or return unauthorized ACH debits posting to their account and easily add new originators to their list of authorized debits.



Suffolk County Community College

4. Does your solution identify and eliminate duplicate transactions made by our customers?

Capital One works closely with our card processing system vendor to ensure processes are in-place to limit duplicate transactions, or any other kind of billing errors.

There will be no duplication in transmission. We will transmit files at specified times. The file will contain transaction and payment information including a unique identifying number for the transaction.

5. Describe services your company could offer to assist us in reducing ACH administrative returns?

We support the use of pre-notifications for recurring ACH payments to reduce administrative returns. We cannot guarantee that all Receiving Banks will respond and provide Notifications of Change. For that reason, to ensure the transaction is accurate, we have seen other clients send live transactions in the amount of pennies to validate the account.

All return information is reported on the Return/NOC Report on Intellix, Capital One Bank's online commercial banking platform. You can also choose to receive a Return/NOC file in NACHA format via the Secure File Transfer Service.

Additionally, using our Return Item Viewer, images are available on a same-day basis, and returns are being constantly updated throughout the day at 30-minute intervals. The College can use this return item information to start collection process immediately. Capital One can also create a Return Item data file that can speed up the collection process by generating notification to the payor of the return.

6. Can we prevent our customers from modifying the payment amount and the payment date?

The Payee cannot modify. Only the College can modify.

7. Can a customer pay an invoice with multiple payment types?

Yes, your customers can pay via check, ACH or credit card.

8. What payment types are available to our customers? Please include payment networks.

Your customers can pay via check, ACH or credit card. Capital One can process all domestic ACH payment types, including consumer credits (PPD), consumer debits (PPD, ARC, WEB, TEL, POS, RCK), corporate debits/credits (CCD and CTX.) through our online ACH system or Secure File Delivery



Suffolk County Community College

9. How does your service validate checks and credit card or debit card information to reduce error and fraud?

Bank account information and credit card information are both validated based on the ABA routing number or in the case of a credit card the account number, expiration date and security code.

Settlement

1. Describe the settlement process, including how you credit accounts (and debit end customer accounts). Can payments post the same day? When do our customers see the debits to their accounts?

ACH Payments confirmed before the established deadline will be posted next business day. After 6:00 PM ACH ET payments will be posted in two business days. For credit card transactions, there is a dependency on the card type and merchant processing agreement. MasterCard and Visa are typically 2 day settlements. Amex and Discover are typically 2-3 day settlement.

Processing

1. What is your cutoff time for processing transactions, including weekend or holiday schedules?

For most deposit methods, Capital One Bank does not currently offer weekend or holiday service.

Regarding ACH transaction processing, we offer weekend and holiday processing of items for files received via Secure FTP w/ PGP encryption. The daily cut-off time for Monday through Friday is 10:00 p.m. ET, and on Sunday and holidays is 9:00 p.m. ET.

Notification

1. What methods of bill notification do you offer (i.e. email, phone, or text message)? Can you provide other types of notifications, such as due date reminders or late notices? Please provide details.

The EBPP product sends emails notifying the client that a bill is ready. The bill itself is not emailed; rather, it can be accessed only by logging into the EBPP portal. EBPP allows both portal administrators and payees to set up recurring/automatic payments.

Reporting

1. Does your service provide online access to payment information? Is this access real-time? Can we perform queries and searches?

You manage your receivables information in real time using an administrative site provided to you. Through the site, you can update your customers' accounts, and view and download reports. Our service provides comprehensive management reports (Daily, Monthly, Annual).



Suffolk County Community College

Electronic Bill Payment and Presentment enables administrators to produce a variety of management reports.

- 2. How many months of statement history are available? Can our customers view both sides of their current statement? Can statements be downloaded in PDF format and printed? Can statement information be downloaded in an Excel format?**

EBPP records and retains all payment history. Statements are included in their entirety. There is also a robust integration of remittance data for A/R reconciliation. Clients can access and export standard reports in Excel, PDF, and .TXT formats. These reports provide the data needed to understand their cash management position and outstanding receivables.

- 3. Can our customers access your website using a mobile device? If so, what functions are available? Do you offer a downloadable application or SMS?**

Yes, customers can access the site using mobile devices. Our EBPP is smartphone compatible. Thus, the full website can be viewed, and all of its capabilities utilized. Our mobile app is available for both iPhone and Android use.

- 4. What reports are available through your service?**

Through the site, you can update your customers' accounts, and view and download reports. Our service provides comprehensive management reports (Daily, Monthly, Annual). Electronic Bill Payment and Presentment enables administrators to produce a variety of management reports.

- 5. What delivery methods are available? What is the standard delivery time frame for reports?**

The College can access reports online. Our service provides comprehensive management reports (Daily, Monthly, Annual). Electronic Bill Payment and Presentment enables administrators to produce a variety of management reports.

- 6. Does your solution provide online access to current data and payment information?**

Yes. EBPP provides online access to current data and payment information.

- 7. Does your service give customers the ability to view historical transactions?**

The application records and retains all payment history. There is also a robust integration of remittance data for A/R reconciliation. You can access and export standard reports in Excel, PDF, and .TXT formats. These reports will provide the data you need to understand the College's cash management position and outstanding receivables.



Suffolk County Community College

8. How does your service assist us with daily accounts receivable reconciliation?

The EBPP administration site allows the biller to download a remittance file of the payer account activity which could be integrated with an Accounts Receivable application. The remittance file can also be delivered using an SFTP file delivery option.

9. Do your reports clearly indicate any convenience fees charged to customers?

Yes – If you choose to charge convenience fees, the text that the payer views regarding the fee is customizable by the client.

Online

1. Can a user make a payment 24 hours a day, and on weekends and holidays?

Yes, there is 24/7 access.

2. Who will host the webpage(s) and support the infrastructure of the application, our organization or you?

Capital One uses a 3rd party processor, Transactis.

3. Describe the website enrollment process. How is enrollment confirmed? How soon after enrolling can the customer begin using the site?

Capital One creates a unique URL web address (e.g. hosted site) that can be published on the College's web site. When your customers (e.g. payers) select, and follow the hyperlink, these payers can instant access the secure, hosted site to pay an invoice or bill and can register in just minutes to make online payments. Enrollment is quick and easy and is confirmed via email to the payer's email address. If the payer decides not to enroll; he or she may use the service as a guest for the one-time payment. Once payers access the hosted site:

- A customer identifier, such as the billing account number and another identifier, such as a shared secret, and payment amount can be entered to make an unenrolled, one-time payment
- Their payments can be remitted by ACH, debit, or credit card
- Registered payers can receive their bills electronically and also have the ability to remit payment either same day or future dated payment. Registered payers also have the ability to set up recurring payments.
- If the College requests IVR payment capabilities for payers; payers may then make payments using the College's EBPP IVR system using a touchtone phone.

The electronic payment module provides automated payments from the College's clients via ACH Debit or credit card transactions. These payments can be setup as one-time, recurring, or future-dated. Payment confirmations are sent via email, and there is a dispute management feature allowing customers to short-pay with specific reason codes.



Suffolk County Community College

Other integration methods are available where the biller desires additional integration, and these methods are used where the payer already has a username and password to access the biller's site. These integration methods include:

- Secure Hand Off for one-time payments
- Single Sign On, which provides the enrolled customer experience
- An Application Programming Interface (API) catalogue for biller's desiring control over the entire user experience.

4. Can the website be customized according to the biller's look and feel?

Yes. The login page is customized based on the customer requirements, logo, colors, information, hyperlinks, etc.

Security

1. How do you ensure that all information contained in the transferred files remains confidential and is not communicated or disclosed to any third party?

All confidential transaction information is encrypted during transmission over public and carrier-owned networks as well as on a physical media transported by common carrier, using encryption methodology mutually agreed upon by both parties. The encryption methodology must meet regulatory requirements.

2. Are the transactions handled by your system encrypted?

Yes. All confidential transaction information is encrypted.

3. How do you restrict unauthorized users from accessing account data, credit card numbers, and other payment information?

Systems used to access or store Capital One information have appropriate mechanisms in place to restrict access to such information to only those personnel who require access to extend goods or services to Capital One. Formal processes are in place to approve and track access granted to such information. This access must be reviewed at least quarterly to verify appropriate access assignments.

Data is protected through a multi-tier approach of layered firewalls, intrusion monitoring appliances, anti-virus software, hardened servers, and limited access to servers through monitored accounts with permissions assigned based on the concept of "least privilege" according to the user's roles and responsibilities. Physical servers are monitored and maintained in a highly-secured Capital One owned data center with badge access throughout the facility. All bank processes and procedures meet capital one enterprise requirements and have been modeled on the industry best practices.



Suffolk County Community College

4. Do you offer a password recovery feature? What happens when a customer is locked out of their account?

Yes, EBPP BillerIQ allows users to reset their password or retrieve their User Name. Both options are available on the user's login page. The Biller Administrator or Biller CSR operator will select "Activate Locked Out User" from their Main Menu. Once the user has been unlocked a message will be displayed. If the user does not remember their password, they should be prompted to reset their password.

Audit

1. Can the application track usage by our agents or customer service representatives?

Yes, usage can be tracked. Our Electronic Invoicing module allows for e-presentment, e-mail notifications, reminders/alerts. This application records and retains all payment history.

Implementation

1. Provide a detailed description of your implementation process, including the expected implementation timeframe.

The service level agreement estimate is typically 45 business days from when signed paperwork is received (SLA is contingent on timely client participation during review of "test" site and bill file creation)

- TMSO and Receivables Consultant obtain required documentation and bill file from customer
- Commercial Banker completes ACH Credit Risk Form and gains necessary approvals based on the setup (requires underwriting approval in addition) to Commercial Banker approval for credit exposure)
- TMSO submits implementation request through SRM
- Customer works with Complex Implementation Specialist to produce Bill file
- Complex Implementation Specialist creates the site and provides the customer with the test URL
- Complex Implementation Specialist trains the customer on the admin portal
- Customer tests site and provides approval to move to production
- Complex Implementation Specialist builds live site and provides URL to customer

2. Describe the support provided during implementation regarding training, technical assistance, and user manuals.

All new Client Onboarding requests will be provided a dedicated team and Client Onboarding Manager (COM). The team size is approximately 2 – 3 for Client Onboarding to minimize hand-offs and ensure transparent communications.

Your Client Onboarding Manager will be accountable for the client onboarding process. The onboarding manager will coordinate all facets of the implementation process including;



Suffolk County Community College

operational instructions, testing file transmissions and check specifications, and service billing. Training will be coordinated and scheduled to meet your needs and ensure the products acquired are working as intended. Resources include Quick Start Guides, e-Learning modules, Webinars and instructional videos.

3. What resources are needed on the customer's side during the implementation process?

Capital One Bank's service initiation process is structured to provide the College with dedicated and consultative support throughout each stage of the implementation process. We will design the plan using a project management approach to ensure all expectations are met. To complete the standard process, the following will require input from the client:

- Sign agreement (the College).
- Provide files and/or checks for testing if applicable (the College)
- Gather, create and review business requirements for each product (Capital One/the College)
- Confirm contacts for each service (Capital One/the College)
- Complete system site surveys, if applicable (the College)
- Discuss training preferences (Capital One/the College)

4. Is there specific hardware or software that must be purchased to implement your service? If so, please provide details.

There are no software/hardware requirements. Our solution provides the ability to configure a biller that meets the needs of your business. Please find attached both summary and comprehensive reference guides to assist in determining which configuration option best meets your customers' needs.

5. Provide a copy of all agreements that will be required to initiate the service.

A copy of the EBPP agreement is included in the Attachments section of our response.

Account Reconciliation and Positive Pay

1. Please provide an overview of your account reconciliation service.

Capital One Bank offers Full Reconciliation and Partial Reconciliation.

- **Full Reconciliation:** With this service, we will reconcile your account by electronically matching your Check Issue File against checks that have been paid. You will receive a report providing you with balance information, miscellaneous debits, listing of all checks paid, outstanding checks, cancels/voids and stop payments placed during a statement cycle. You will have the option to receive an electronic file to download at the end of each statement cycle containing your checks paid, outstanding checks, cancels/voids and stop payments placed during a statement cycle. This data can be uploaded to your accounts payable system for automated payment reconciliation.



Suffolk County Community College

- **Partial Reconciliation:** With this service, we will reconcile your account by providing you a report with balance information, miscellaneous debits, listing of all checks paid, and stop payments placed during a statement cycle. You will have the option to receive an electronic file to download at the end of each statement cycle containing your paid checks during a statement cycle. This data can be uploaded to your accounts payable system for automated payment reconciliation.

2. Please provide an overview of your positive pay service.

The College can utilize our Positive Pay services for the best defense against check fraud. As check fraud losses continue to escalate and technology makes it easy and inexpensive to forge checks. Capital One's Positive Pay system interfaces with both our back office and teller systems to ensure all checks presented for payment are matched to your check issue file information.

We are able to receive many file layout variations and can provide standard file formats or test any preferred file formats for the College. The file must contain the account number, check number, issue date, and dollar amount. The file can be received online, via Secure FTP or Mainframe. We will process files every 1 hour and 15 minutes, Monday to Friday between the hours of 7:45 a.m. and 5:45 p.m. ET.

Ad hoc or manual Positive Pay issues can be submitted online; the manual input contains auto-fill features. When manual checks are issued or a void is manually entered, the application will auto-fill the next sequential check number and the current date will auto-fill. Voids can be entered manually or included within automated files that are transferred to the bank.

Checks that do not appear in our system at the teller window will not be cashed. Checks presented in back office that do not match will create an exception item. Positive Pay exception items are presented to the client by 11:00 a.m. ET each day. The College can make return or pay decisions by 3:30 p.m. ET. Additionally, clients have the ability to choose any or all of the following e-mail alerts:

1. Notification of when your exception report has loaded
2. A reminder 30 minutes prior to cut-off that a decision has not been made
3. A notification informing you that the default decision was applied because a decision was not made.

The College can designate employees to receive one, two or all three of these e-mail alerts. Our recommendation is that the role of uploading Positive Pay files and creating manual issues be separate from the role of exception viewing and decisions to ensure strong internal controls. The online banking system will also provide access to view a history of Positive Pay decisions for audit purposes.



Suffolk County Community College

Controlled Disbursement

1. Provide a brief overview of your Controlled Disbursement process.

Capital One would send notification of the College's presentments each morning via Intellix® by 10 a.m. ET/9:00 a.m. CT. Capital One would then automatically fund your disbursement account each day with the amount needed to cover your daily presentments at the end-of-day processing. The funds are done through internal transfer at no additional cost. This service is accomplished through a Controlled Disbursement account that receives the funding and where all checks utilize a special routing transit number assigned to that account.

Regarding how we process controlled disbursement checks:

Controlled Disbursement checks presented at a Capital One branch will be held overnight for next day's posting. Checks presented at a non-Capital One location are processed by the FED. We receive a daily file from the Fed in the early morning and will include the items on the presentment report for funding calculation.

Processing

1. Can third-party ACH debits be charged to the controlled disbursement account?
Can the bank block the posting of ACH debits?

No, ACH transactions cannot be processed on a Controlled Disbursement account.

2. Discuss the bank's policies and procedures for processing stale-dated items. If the company uses positive pay, will we be notified of stale-dated items?

Personal checks are considered stale-dated after six (6) months and U.S. Government issued checks are considered stale-dated after twelve (12) months. The decision to honor stale-dated items is at the discretion of the issuing bank (including Capital One Bank).

If Capital One Bank makes the decision to pay or return a stale-dated item, there is no communication to the client. However, in the event a stale-dated item is paid, you would see the item posted to your bank statement.

If the College uses Positive Pay service, you would have the option to receive notification of stale-dated items through our Positive Pay exception reporting.

3. Does the bank offer payee match as part of its positive pay service?
 - a. If yes, describe the service.
 - b. If no, discuss any plans to offer this service and a projected timetable.

Capital One Bank's Payee Positive Pay serves to increase fraud protection for clients who pay with checks. Since fraud is a primary target for loss, it is important that we update our systems to accommodate the latest technology to combat against check fraud. Our existing Positive Pay service helps combat check fraud by matching items presented for payment against customer check issue data such as check number and dollar amount. With the new Payee Name



Suffolk County Community College

validation, we offer clients an added layer of fraud protection by matching items presented for payment against customer check issue data that also includes Payee Name.

4. Discuss how the bank processes and reports any company transactions that originated as controlled disbursement checks that are converted to ACH debits at the point-of-purchase or at a lockbox. How do these ACH debits affect the following?
 - a. Controlled disbursement presentment totals
 - b. Stop payments
 - c. Account reconciliation
 - d. Positive pay

Capital One Bank is prohibited by NACHA rules from converting checks drawn on a commercial checking account to ACH debits.

Account reconciliation

1. Are both full and partial reconciliation offered? Please provide sample reports.
2. Describe the methods (e.g., Internet, PC, manually) the Proposer offers to place stop payments.

Capital One Bank offers several account reconciliation services including full and partial reconciliation, which are described below:

Full Reconciliation: With this service, we reconcile accounts by electronically matching Check Issue File against checks that have been paid. Clients receive a report with balance information, miscellaneous debits, listing of all checks paid, outstanding checks, cancels/voids and stop payments placed during a statement cycle. Clients have the option of receiving an electronic file to download at the end of each statement cycle containing checks paid, outstanding checks, cancels/voids and stop payments placed during a statement cycle. This data can then be uploaded to their accounts payable system for automated payment reconciliation.

Partial Reconciliation: With this service, accounts are reconciled by providing a report with balance information, miscellaneous debits, listing of all checks paid, and stop payments placed during a statement cycle. At the end of each statement cycle, there is the option to receive an electronic file to download containing paid checks during a statement cycle. This data can also be uploaded to an accounts payable system for automated payment reconciliation.

Sample reports are included in the Attachments section of our response.

Stop Payments

We recommend that clients place stop payments online, as it is safe, easy, and a lower per-item service charge. If placed online, there is immediate confirmation. For stop payments placed through client services or a branch, confirmations are available upon request. Stop Payments can be placed through the following methods:

- Online, via Intellix
- Client Solutions team via telephone or email
- At retail branch in person



Suffolk County Community College

File transmission detail

1. What is the bank's cut-off time for:

- a. Receiving issued check files (for full reconciliation)?
- b. Receiving adds and deletes?
- c. Receiving manual issues?
- d. Transmitting paid check files (for partial reconciliation)?
- e. Transmitting reconciled check files (for full reconciliation)?

a. Receiving issued check files (for full reconciliation)

Issue files should be sent to the bank as checks are issued and prior to the distribution of the checks. This will minimize any problem with Positive Pay exceptions.

b. Receiving adds and deletes

There is no cut-off associated with additions and deletions request. However, depending on the receipt of the request and when the account is reconciled, the reconciliation report may not reflect the updated information.

c. Receiving manual issues

Manual issues can be submitted to the Bank at any time. However, they will be processed during normal business hours defined in our Agreement.

d. Transmitting paid check files (for partial reconciliation)

We send a paid file to clients that have a Partial Reconciliation.

e. Transmitting reconciled check files (for full reconciliation)

We send a paid file to clients that have a Partial Reconciliation.

Positive pay

- 1. Describe the services the Proposer offers for positive pay. Does the Proposer offer a daily service to compare checks paid against a check issue file and provide the customer with a daily notification of all exception items (i.e., prior day Positive Pay)? What are the deadlines for notification?**

The College can utilize Capital One's Positive Pay services for the best defense against check fraud. Our Positive Pay system interfaces with both the back office and teller systems to ensure all checks presented for payment are matched to your check issue file information.

Capital One Bank is able to receive many file layout variations and can provide standard file formats or test any preferred file formats for the College. The file must contain the account number, check number, issue date, and dollar amount. The file can be received online or Secure FTP. Capital One collects and processes client-generated check issuance files every hour between the hours of 8:00 a.m. and 5:00 p.m. ET. The Positive Pay service will work as



Suffolk County Community College

designed if you follow the Positive Pay operating instructions and the covered checks are not presented to the teller before the issuance file is processed by Capital One.

Ad hoc or manual Positive Pay issues can be submitted online. Capital One Bank's manual input contains auto-fill features. When manual checks are issued or a void is manually entered, the application will auto-fill the next sequential check number and the current date will auto-fill. Voids can be entered manually or included within automated files that are transferred to the bank.

Checks that do not appear in our system at the teller window will not be cashed. Checks presented in back office that do not match will create an exception item. Positive Pay exception items are presented to the College by 11:00 a.m. ET each day. Default decision is applied to any exception items where a pay/return decision is not received by 4:30 p.m. ET (default decisions are indicated by the client during the setup process). The online system stores decision information for up to 6 months. You can view the details or generate a report.

1. Notification of when your exception report has loaded.
2. A reminder 30 minutes prior to cut-off that a decision has not been made.
3. A notification informing you that the default decision was applied because a decision was not made.

The College can designate employees to receive one, two or all three of these email alerts. Capital One Bank recommends that the role of uploading Positive Pay files and creating manual issues be separate from the role of exception viewing and decisions to ensure strong internal controls. The online banking system will also provide access to view a history of Positive Pay decisions for audit purposes.

- 2. Describe all methods by which the bank can receive the file of all checks issued and voided by the company.**

Capital One is able to receive many file layout variations and can provide standard file formats or test any preferred file formats for clients. The file must contain the account number, check number, issue date, and dollar amount. The file can be received online or Secure FTP. Capital One collects and processes client generated check issuance files every hour between the hours of 8:00 a.m. and 5:00 p.m. ET. The Positive Pay Service is working as designed if customer follows the Positive Pay operating instructions and the covered checks are not presented to the teller before the issuance file is processed by Capital One.

- 3. Describe all methods by which the company can send manual issues or deletes to the bank.**

Manual Positive Pay issues can be submitted via Intellix®. Capital One's manual input contains auto-fill features. When manual checks are issued or a void is manually entered, the application will auto-fill the next sequential check number and the current date will auto-fill. Voids can be entered manually or included within automated files that are transferred to the bank.



Suffolk County Community College

4. Are cashed checks verified against the issue file at the point of encashment (i.e., by your bank's teller)? If no, what is the process for dealing with cashed checks?

We have two validation steps.

A. Validation at the Teller Line:

Checks presented for cash at Capital One branches will be validated at the Teller line.

- Checks that do not match Check # and \$ Amount will be refused at the Teller.
- Checks that match a Check Number and Dollar Amount will be paid at the Teller and a debit will be posted to the client's DDA; those paid checks will go through a second validation during night processing and for accounts setup with Payee Positive Pay, that second validation will include the Payee Name.

Checks presented for deposit at Capital One branches or at other financial institutions will never be validated at the Teller line; they will be paid, a debit will be posted to the client's DDA, and the check will be validated during night processing.

B. Validation during night processing – Second validation:

- All checks validated during night processing validate against Check Number and Dollar Amount.
- For accounts setup with Payee Positive Pay, additional validation includes Payee Name.
- Checks that do not match the check issue data are identified as "exceptions" and will be presented to the client for review. Clients can set up their profile to receive alerts to be notified that the exception report was posted for their decision.

5. What other review criteria are available for Positive Pay services?

Check validation:

- All checks validated against Check # and Dollar Amount.
- For accounts setup with Payee Positive Pay, additional validation includes Payee Name.
- Checks that do not match the check issue data are identified as "exceptions."

6. In the event that the bank does not receive the customer's pay decision response by the stated deadline, is the default disposition set by the bank or by the customer? If the bank sets the default, what is the default disposition (e.g., pay, return, optional)?

Capital One Bank's Positive Pay Addendum requires the client to declare their default pay or reject decision for Positive Pay exceptions in the event they are not able to make a decision by the published deadline. Capital One Bank defers to client's default decision published in their service Addendum when the deadline is not met. We recommend that the College set their default to "return."



Suffolk County Community College

ACH

Bank background

Experience

- 1. Describe your ACH/Wire Transfer services including those involving Federal/State Income Tax Bi-Weekly Tax withholdings.**

We support ACH credit initiation for tax payments using the Intellix Online ACH system. No special procedures are required.

We also will accept and post authorized ACH debits for tax payments; if you utilize our ACH Debit Protection Service, you will need to set up an authorized payee filter for the taxing authority to ensure the payment posts and is not returned.

ACH processing

- 1. What are the hours of operation of your ACH processing unit?**

Our ACH Operations processes from 7:30 a.m. to 12:00 a.m. ET, Monday through Friday, Sundays, and holidays.

- 2. Explain the cut-off times, relative to Settlement Date, for customer initiation of ACH entries, including book transfer. Please specify cut-off time differences between credits and debits (if applicable).**

Please refer to the following page for all ACH cut-off times.



Suffolk County Community College



ACH Transaction Processing Schedule and Guidelines (Effective September 23, 2018)

All times referenced are ET

ACH Transaction Type	Intellix Online ACH (Monday – Friday)		Secure File Delivery Standard ACH Integrated Payables ACH (Monday – Friday)		Secure File Delivery Standard ACH Only (Sunday or Processing Holiday)
Transit Items <i>Entries designated for domestic, non-Capital One Bank accounts</i> Consumer Credits (PPD)	Same Business Day credit* provided entries are submitted by: 1:15 p.m.	Next Business Day credit (by open of business) provided entries are submitted at least 1 business day prior to settlement by: 12:00 p.m. Next Business Day credit (by close of business) provided entries are submitted at least 1 business day prior to settlement by: 7:15 p.m.	Same Business Day credit* provided entries are submitted by: 1:15 p.m.	Next Business Day credit (by open of business) provided entries are submitted at least 1 business day prior to settlement by: 12:00 p.m. Next Business Day credit (by close of business) provided entries are submitted at least 1 business day prior to settlement by: 10:00 p.m.	Next Business Day credit is subject to RDFI processing schedule; however, entries must be submitted at least 1 calendar day prior to settlement by: 9:00 p.m.
	Same Business Day credit* provided entries are submitted by: 1:15 p.m.	Next Business Day credit and debit provided entries are submitted at least 1 business day prior to settlement by: 7:15 p.m.	Same Business Day credit* provided entries are submitted by: 1:15 p.m.	Next Business Day credit and debit provided entries are submitted at least 1 business day prior to settlement by: 10:00 p.m.	Next Business Day credit and debit provided entries are submitted at least 1 calendar day prior to settlement by: 9:00 p.m.
On-Us Items <i>Entries designated for Capital One Bank accounts</i>	Same Business Day credit and debit provided entries are submitted by: 7:15 p.m.		Same Business Day credit and debit provided entries are submitted by: 10:00 p.m.		Next Business Day credit and debit provided entries are submitted at least 1 calendar day prior to settlement by: 9:00 p.m.
Processing Extraction Schedule for Approved Files	8:00 a.m., 9:00 a.m., 11:00 a.m., 12:15 p.m., 1:15 p.m., 3:00 p.m., 4:30 p.m., and 7:15 p.m.		8:00 a.m., 9:30 a.m., 11:00 a.m., 12:00 noon, 1:15 p.m., 3:00 p.m., 4:00 p.m., 4:45 p.m., 6:30 p.m., 7:30 p.m. and 10:00 p.m.		6:00 p.m. and 9:00 p.m.



Suffolk County Community College

Processing Guidelines

- The schedule provided reflects Capital One's processing timelines (as ODFI). Actual posting of credits/debits is subject to the RDFI's performance.
- If you have a Same Business Day file that is rejected (due to formatting error, duplication, exceeding exposure limit, etc.), and the file issue is not resolved before the 1:15 p.m. extraction, then assuming the issue is resolved before the applicable cut-off time:
 - Transit items will post on the next calculated settlement date
 - On-U's items will post during the end-of-business posting process

If applicable, same-day fees will apply.

- For Standard ACH via File Delivery, File Control Totals must be submitted immediately preceding transmission of files. Files will not be processed without receipt of File Control Totals.
- For files received after 1:15 p.m. ET with a same-day effective date:
 - Transit items will post the next calculated settlement date
 - On-U's items will post the same-day during the end-of-business posting process; same-day fees will apply.
- Files received after 7:15 p.m. ET and rejected (due to formatting error, duplication, etc.) will be held for processing until the next business day.
- Files exceeding risk monitoring limits will be suspended pending Capital One's internal review and approval to process, which may impact the timing of credit/debit posting to/from receiver accounts. Files received after the processing cut-off time with a next-day effective date will be processed the next business day, in the first processing window. Qualified same-day credit items will be treated as such and applicable same-day fees will apply.
- Rejected files with same-day or next-day effective dates that are held overnight will be processed the next business day. Once the issue is resolved, the file will be processed in the next processing window. If the processing window is a same-day processing window and the items qualify, it will be processed as such and applicable same-day fees will apply.
- For your ACH transaction processing to remain active, you must deliver entries at least once per calendar year.
- For pre-funded credit files, sufficient available balances must be in the settlement account before submission of batches for processing.
- Debit files with On-U's entries sent with a same-day effective date will settle same-day (M-F). Debit files with Transit Items sent with a same-day effective date will settle on the next actual calculated settlement date.
- On-U's entries with a same-day effective date will post to recipient accounts during end-of-business posting process.



Suffolk County Community College

3. What service does the bank provide for the company to reverse a transaction or file that has been released to the ACH operator?
 - a. What are the procedures and deadlines for the company reversing a file? Batch? Item?

Once a payment batch or file of entries has been released to the bank for processing, you can submit either a request to delete a file or batch or a request to delete or reverse a particular item within the batch or file. Requests can be submitted by e-mail.

If you require a delete or reversal request to be processed, an ACH Adjustment Request form must be submitted to the bank, in compliance with the NACHA Rules. The deadline is 4:00 p.m. ET for same-day processing. Offsets for reversals are posted on settlement date, as a provisional credit.

- b. Describe your bank's process for reversing files, batches and items.

Please see answer in #3a above. Also, please refer to ACH Adjustment Form and Procedure in the Attachments section of our response.

- c. What security procedures are used? Do you provide standard request forms?

A standard request form is provided and should be signed by an authorized representative of your company.

- d. How is the customer notified of the results of the attempted reversal?

Once submitted via e-mail to the ACH Operations team, you will receive an automatic confirmation. The next business day, you can review the ACH Activity Report on Intellix, which provides details regarding all settlement, adjustments, returns, and notifications of change.

4. Describe the bank's process for ACH returns and Notifications of Change on originated entries.
 - a. When will the funds for returned, entries be posted to the customer's account?

The settlement entry for returns posts to the client's account on the morning of the effective date of the return.

- b. Describe reporting methods in the Information Reporting section of this RFP.

Returns are provided in a Return/NOC report which is available online via Intellix for no charge. Additionally, a Return/NOC file can be provided in a NACHA format, and is available via Secure File Transfer Service.



Suffolk County Community College

5. Can the bank automatically redeposit originated ACH entries returned for insufficient or uncollected funds?

Yes, automatic redeposit of returned originated debit service is supported by the Bank.

a. Can the bank provide the customer with the tools to decide which entries to redeposit?

The College can customize re-deposit criteria to fit your needs—establish which items we should re-deposit and which we should return for collection.

Wire Transfer

Bank background

1. Briefly describe your wire transfer process/protocol.

The College will be able to initiate domestic wires through our online banking channels, including Integrated Payables, from 7:00 a.m. to 5:30 p.m. ET and can initiate International wires until 5:00 p.m. ET for same-day processing.

Capital One Bank provides templates for repetitive, semi-repetitive, non-repetitive and standing order wire transfers. Additionally, domestic USD wire future dating is available for up to ninety (90) days. In the event the online system is unavailable, the wire will go into a queue until the system is back up, and immediately be sent to the wire system for processing.

There is also the option of approved personnel from your organization contacting designated banking staff at Capital One to initiate a wire; written authorization is required and the wire form will need to be signed and returned via e-mail or fax, and we will e-mail or fax back-up documentation for your audit records.

Processing

Initiation

1. Describe the process for cancelling a wire transfer:

There are two ways of cancelling wires (Intellix and Integrated Payables):

1. Intellix can create future dated wires which are then warehoused online and released to the wire system to initiate on that date. Up until that future date, a user can log into Intellix to modify or cancel a wire. Wires that have been approved and released will have to be recalled. You can contact Client Services for assistance.
2. Integrated Payables can create future dated wires which are then warehoused online and released to the wire system to initiate on that date. Up until that future date, a user can log into the File Transfer channel to modify or cancel a wire. You can also contact Client Services for assistance.

Wires transfers are processed in real time. If the wire has not completed processing internally, we will make best efforts to cancel the wire before it is released.



Suffolk County Community College

a. Is this process manual or automated? Explain.

Through Intellix, Capital One offers standing order (automated-repetitive), manual-repetitive, and manual-non-repetitive wire transfer initiation capabilities. Regarding freeform (nonrecurring) transfers, The College can set up a one-time template in order to issue a (non-repetitive) wire transfer. Intellix also offers book transfer functionality. Drawdown transfer initiation is not available on Intellix; however, we can respond to outside drawdown requests to wire out funds to a third-party.

Cut-off times

- 1. What is the cut-off time for incoming domestic wire transfers to receive same day credit?**

Wire Transfer Cut-off Times

Wire Transaction Type	Intellix Online (Mon – Fri)	Integrated Payables (Mon – Fri)	Incoming Wires
Domestic Wire	5:30PM ET	5:30PM ET	6:00PM ET
Book Transfer	10:30PM ET	10:45PM ET	N/A

Commercial Card

Controls

- 1. Provide a description of your commercial card program, and the card controls and usage restrictions supported by your program**

Card Program Overview

Capital One Bank currently offers a Payables program through our Commercial Card to clients in need of controlling spend and reducing costs, while simplifying their procurement processes.

Through our partnership with MasterCard, we are able to take advantage of significant product development efforts and provide new technology to our clients. Most importantly, we listen to our clients and try to understand their needs so new development and enhancements are directed toward those requirements.

We currently provide variations of our card program: from card in-hand to a fully automated payable application. Our program allows acceptance of files directly from our client's accounts payable, accounting system, and/or Enterprise Resource Planning (ERP) system.

Our proposal offers a number of key benefits that will provide additional efficiencies to the College's day-to-day operations. Key offerings of our card program are shown below:

- Improvement of data collection and reporting by utilizing the optimal reporting systems.
- Significant earnings offered through our Cash Rebate Schedule
- Maximized cash flow, with a choice of billing cycles



Suffolk County Community College

- Additional administrative savings by increasing the volume of electronic vendor payments
- Access to a dedicated team that will work with the College during the implementation process and on an ongoing basis
- Provision for continuous training and opportunities to attend industry conferences for the College's Program Administrator
- Facilitation of electronic payment through ghost accounts or other payable features to maximize card spend
- Partnering with the College's Accounts Payable department in order to reduce the number of paper checks issued and to move to an electronic payment environment

Credit Approval Process

Capital One Bank's Commercial Card agreements are subject to credit approval for requested credit limits. The necessary credit approval will be subject to Capital One Bank receiving the Commercial Card Application and a satisfactory review of the College's most recent audited financial statements.

Capital One Bank was founded upon development of simple yet strategic card product offerings. Within our commercial space, we still consider our Commercial Card a core competency within our capabilities. As electronic payments continue to be the fastest growing transaction type, we consider our cutting technology to be well above our competition.

Usages and Restrictions

The College's commercial card program administrator is able to manage card usage online by restricting cardholder transactions to ensure adherence to company spend guidelines. Flexible controls can be established at implementation and can be modified as needed to control spending by account credit limit, merchant type, per transaction or number of purchases. Your card administrator can manage the following:

- Company level restrictions
- Cardholder level restrictions
- Department level restrictions
- Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions
- Cash advance restrictions
- Dollar limits
- Frequency of use restrictions (also Velocity restrictions)

The College's card administrator has the ability to manage specific parameters, shown below:

Management Process	Description
New Card Issuance	Initial cards will be received within 7-10 business days once agreements are signed and completed. New Commercial Cards can be ordered online 24/7 through Commercial Card Connect, Capital One's secure card management system or via a secure email with your account administrator. Cards are mailed directly to the company address on file or to the cardholder directly.



Suffolk County Community College

Management Process	Description
Replacement cards (including "emergency" situations)	Replacement cards can be ordered online 24/7 via Commercial Card Connect. The new card is sent via US mail within 3 to 5 business days. We can also accommodate next-day delivery service upon request. Cards reported lost or stolen are generated immediately and sent via overnight courier at no charge.
Cancellation of cards	Cards can also be cancelled online in real time 24/7 through Commercial Card Connect.
Modification of card parameters (de-provisioning)	Modifications to cardholder's dollar limits or other payment restrictions can be made online in real time (see bullets under Usages and Restrictions above).
Lost/Stolen cards	Lost or stolen cards can be reported to Capital One's Commercial Card 24-hour support line.
Profile Modification	A cardholder's profile can be modified online in real time 24/7 via Commercial Card Connect.

- 2. What are the liabilities of the company and employees in the event of fraud, abuse or loss of a card? Do you provide fraud insurance? If so, what are the stipulations and fees associated with the insurance?**

Capital One applies MasterCard's protection to the card program, which protects the cardholder and/or corporate entity in the event that there is fraud against the account if the unauthorized item is discovered in a timely fashion (one statement period) and an affidavit is executed.

MasterCoverage is available to you at no additional cost and covers employee misuse up to a maximum of \$100,000 per cardholder.

- 3. Does your program screen transaction activity for fraud patterns? If yes, explain. If no, is this capability planned for future implementation and if so, when?**

Yes, all authorizations that violate established risk rules are reviewed by fraud analysts each day. If the fraud analyst determines that verification of a transaction in question is needed, the analyst will contact the client to make necessary verifications. In case of confirmed fraud or if the fraud analyst is unable to verify a suspicious transaction, the card may be blocked until the verifications are made.

Statistics may be provided upon receipt of a signed non-disclosure agreement.

- 4. Can you issue or reproduce lost charge slips? Is there a charge for reproduction? What is the typical turnaround time for you to provide copies of charge slips?**

No – similar to other issuers, Capital One does not provide actual receipt copies for a transaction. We are able to provide a copy of a "sales draft," but this information is no different than the details provided on the billing statement or standard transaction reports. If desired, the



Suffolk County Community College

College can access Smartdata.gen2 to obtain images of receipts or other documentation uploaded to each transaction. Receipts can be uploaded as a PDF or .jpg file.

Technical capabilities

1. **What security measures do you take to protect the confidentiality of the company's transaction information?**

All confidential transaction information is encrypted during transmission over public and carrier-owned networks as well as on a physical media transported by common carrier, using encryption methodology mutually agreed upon by both parties. The encryption methodology must meet regulatory requirements. Systems used to access or store Capital One information have appropriate mechanisms in place to restrict access to such information to only those personnel who require access to extend goods or services to Capital One. Formal processes are in place to approve and track access granted to such information. This access must be reviewed at least quarterly to verify appropriate access assignments.

Interface with internal financial systems

1. **Do you provide software that interfaces with our internal financial systems (A/P, GIL, T&E, Fleet)? If so:**
 - a. **Are there any special hardware or software requirements for using the software?**

Yes, we provide software that interfaces with (A/P, GIL, T&E, Fleet, etc.). The following software/hardware system capability is required: Commercial Card Connect supports Microsoft Windows operating systems and Internet Explorer 5.5 or higher. Internet Explorer must be enabled for java-script and cookies. The monitor resolution should be, a minimum, of 800x600, although 1024x768 is recommended. SDG2 requires 128-bit encryption and supports the following Web browsers:

- Microsoft Internet Explorer 6.0 and higher
- Mozilla Firefox® 1.5 and higher

Implementation

1. **How do you propose to convert our existing card program to your program, if applicable?**

The implementation plan for the College will cover all aspects of the application and on-boarding process. The first step in this process is approval of the requested credit limit for the College. The next step will be coordinated through your commercial card account manager who will work with the commercial card client services area to produce the cards and create access to the online systems. Your card program administrator will be provided with all passwords, user guides and training on the systems. Once the cards are produced, they can be mailed directly to your designated program administrator or to the individual card users. The standard card implementation turnaround time begins once the credit has been approved and the Commercial Card Agreement is executed. From this point, the turnaround time is approximately 5 to 10

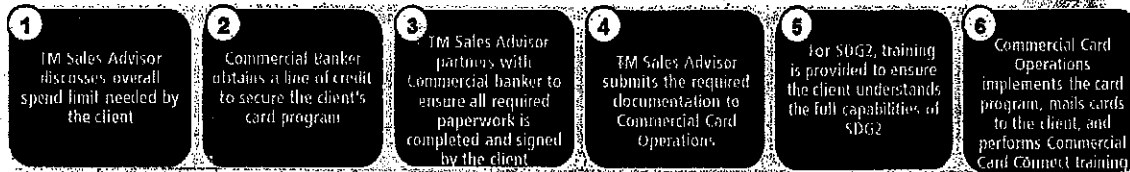


Suffolk County Community College

business days, depending on card type. We will work closely with the College to roll out your card program, including access to the online systems in the most efficient and convenient way.

A phased rollout is possible and can be beneficial when implementing a large program with access to Smartdata.gen2™ for all cardholders.

Commercial Card Implementation Process



Although each implementation is unique, our typical implementation procedure is outlined below:

Typical Implementation Table

Activity	Responsibility	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12
Kick-off meeting	Capital One, the College	█											
Program Overview	Capital One, the College	█											
Account Setup	the College		█										
MCC/Cash Advance Restrictions	the College		█	█									
Commercial Card Connect Setup	Capital One		█	█									
Cards shipped	Capital One		█	█									
Online system training	Capital One, the College		█	█	█	█	█	█					
Program Hierarchy Setup (if using SDG2)	the College		█	█									
Financial System Integration (if using SDG2)	Capital One, the College		█	█	█	█							
Reconciliation File	Capital One, the College		█	█	█	█	█						
Cardholder communication	Capital One, the College								█	█			



Suffolk County Community College

Activity	Responsibility	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk
		1	2	3	4	5	6	7	8	9	10	11	12
End-to-end testing	Capital One, the College												
Pilot Program (recommended)	the College												
Go-Live	Capital One, the College												

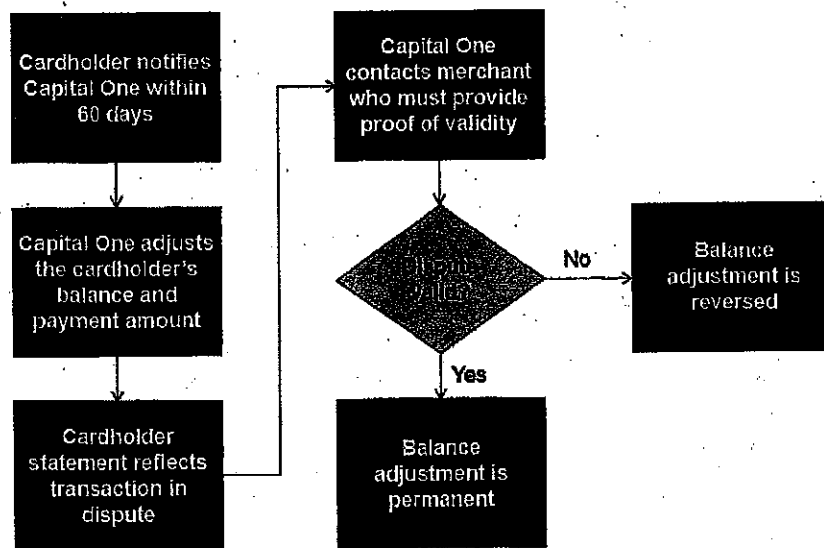
An implementation project plan, including training, with dates specific to the College's timeline will be mutually developed.

Customer service and quality assurance

1. Define the dispute-resolution process, including time frame and responsibilities of the parties involved. Are disputed items removed from the invoice while under investigation?

Cardholders should notify Capital One within 60 days of the statement date of any transaction dispute. Capital One Bank will adjust the balance and payment amount of the cardholder's account, which will remain until the dispute investigation is complete. The transaction in question will appear on the statement under the dispute column. For unauthorized transactions, cardholders should notify Capital One within 60 days of the statement date. We will then require the merchant to provide proof the transaction is valid.

Capital One Bank Charge Dispute Resolution Process





Suffolk County Community College

Pricing

1. Describe incentives, rebates or discounts offered based on business volume, timeliness of payment or other metrics

Our standard Card offering is shown below. We would be happy to meet with the College to better understand your card needs and provide more-specific pricing information at that time.

	Payment Flexibility	Higher Rebate
Differentiated Terms	1.25% earn 30/14 terms	1.50% earn 14/7 terms
Consistent Terms and Features	<ul style="list-style-type: none"> • AMF: Flat \$19 / card • 1.5% past due fee • Virtual Card / Plastic (programs with fewer than 250 cards) • Expense Management • Incentive paid via Rewards platform 	
Not In Scope	<ul style="list-style-type: none"> • No foreign currencies • No foreign account holders • No individual billing 	



Suffolk County Community College

Payment Optimization

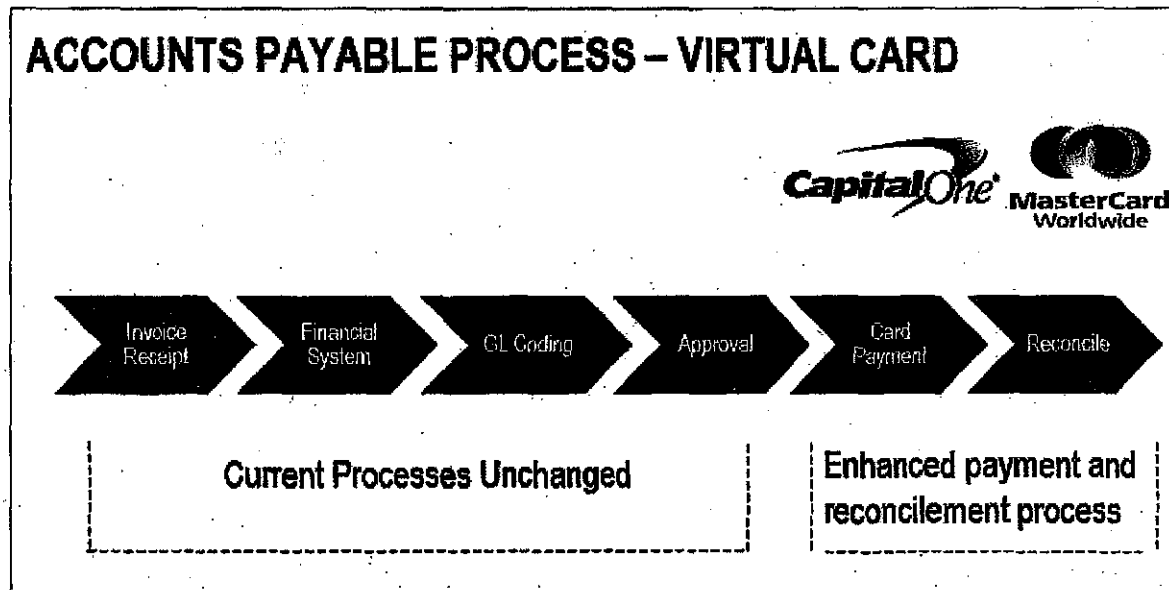
Overview

1. Describe your automated payables program, including revenue opportunities from paying vendors with College cards.

Virtual Card Program

Our emphasis on automated payables is through Capital One's Virtual Card where clients replace physical cards with limited-use accounts using Virtual Card Numbers (VCN). This is a highly-effective tool used by leading organizations to help automate their accounts payable process.

The payment process is completely transparent to merchants at the point of purchase since they still receive all the information necessary for authorizations. Clients benefit from an added level of security against card and check fraud, simplified reconciliation, and cash rebates on total spend.



Our Virtual Card Program offers the convenience and high-value capacity of a wire transfer or ACH, with all the benefits of a card payment. This service provides a comprehensive solution for our client's expense management and B2B programs using industry best-practices and online tools. The system allows you to create online requests for virtual card numbers, or submit a batch file of multiple payments using the application or via SFTP transmission. For enhanced controls, dual-approval settings can be enabled when a user uploads a batch file of payments to suppliers.

Our Virtual Card platform offers a robust set of features, including both Supplier Initiated Payments (Pull) and Buyer Initiated Payments (Push). The system also has superior



Suffolk County Community College

functionality around managing Static (or Ghost) cards in the application. This often replaces the need for traditional "ghost" card accounts, and offers the capability of managing vendor or department specific accounts with specific "open to buy" limits and expiration windows on when transactions will be authorized.

Lastly, we have put a high priority on making our Virtual Card platform easy to adopt. Our system accepts a high number of standard file types, including an EDI 820 file, along with standard output files from leading financial systems. Alternatively, our system has a custom mapping feature that allows an easy import of most any other file type. Since our platform requires just 4 fields of information to generate virtual card numbers, organizations can adopt our platform with minimal IT resources.

Capital One's Virtual Card Platform Offers:

- Secured method for automating vendor payments
- Creation of virtual, single-use accounts (VCNs) designed for increased control
 - Transaction dollar and count limits
 - Transaction curfews
 - Remittance Detail
- Improved data and spend visibility
 - Organization can add custom data elements for each transaction
- Streamline and automate reconciliation of payments

Unique Benefits:

- Robust online application for uploading payment files, viewing payment details, and reissuing vendor emails
- Integrated buyer (push) and supplier (pull) initiated payment options
- Highly flexible options to support multiple inbound payment files
 - Supported file types include CSV, TXT, and EDI 820
 - Custom mapping options allow us to accept native file layouts
- Customizable reconciliation options and automated report scheduling
- Secure controls to eliminate fraud, such as authorization and settlement expiration windows

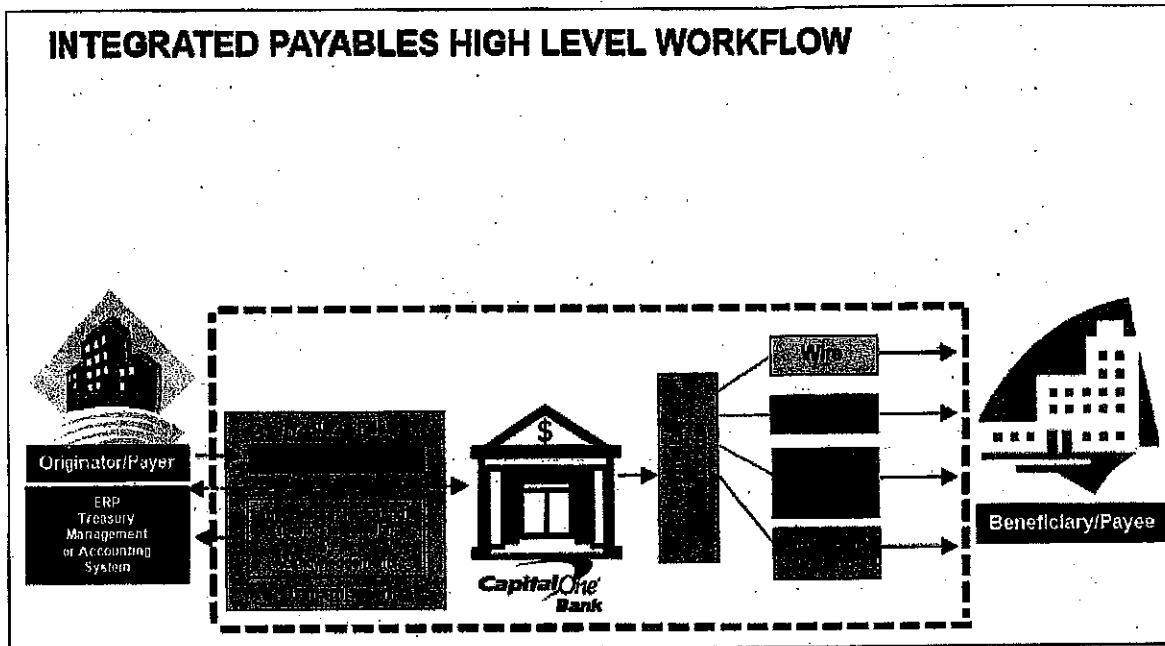
Integrated Payables

Capital One Integrated Payables service enables our clients to send instructions for initiating multiple payment types to its bank in a single, consolidated file, instead of manually entering payment instructions into multiple systems. With this service, the number of instruction formats and files it generates from its accounts payable system are reduced resulting in the need for fewer staff members to manage payment processing.

The College can send Capital One a single integrated payables file to originate ACH, Wire Transfer, Account (Book) Transfers, Check Print and Virtual Card payments in USD. Employee payment files can also be provided on a single file, including direct deposit of payroll and employee expense reimbursement and ACH direct deposit payroll advices.



Suffolk County Community College



Integrated Payables: Benefits to the College

- Online web access to view payment details by payment type, including warehoused payments, ability to cancel warehoused payments;
- Provides an automated, consolidated process that leverages the College's Accounting Enterprise Resource Planning (ERP) and Treasury System for transaction origination and reporting;
- Comprehensive implementation process that supports instruction testing, end to end testing and College staff training via our dedicated Client File Service team;
- Customer Service desk supports the College's inquiries on transaction processing, balances on deposit and more;
- File Test Utility (FTU) – Web based tool providing access to all technical guides, sample files and the ability to upload test files and to receive an online test validation report.



Suffolk County Community College



Intellix®, our electronic banking portal, provides the College with Single Sign-on (SSO) access to online Commercial Banking services. Some of the benefits and capabilities of Intellix® are described below:

Streamline, easier navigation to Commercial Banking Services:

- Information Reporting
 - Balance & Transaction Reporting on a prior or current day basis with complete transaction details for ACH & wires (external accounts can also be accessible)
 - Access to Bank & Account Analysis statements
 - Image Inquiry: Presented items & Deposit ticket/items
 - Bank reports for core applications like loan, ACH, Controlled Disbursements, Integrated Payables
- Payment Center: One place for all management and transaction initiation for wires, book transfers and ACH
- Check Management (e.g. Stops, Positive/Reverse Positive Pay)
- Remote Deposit Capture
- Deposit Escrow
- FX
- Access to services that are NOT currently integrated via Single-Sign On (SSO)

Intellix® Features and Benefits to the College

Features	Benefits
Single sign on access to Commercial Banking online services	Self-service access to information & initiation services
Supports industry standard browsers on Windows & MAC	Complete transaction details for ACH & wire transactions
Secure approach to online banking	Fraud Protection: increased security of account information and monetary transactions
User's will be required to have an Intellix® User ID, Password and Token code	Flexibility in assigning permissions
Risk mitigation controls for high risk services such as ACH and wires, require a re-authentication for the approval of transactions	Speed and efficiency in retrieving account data
Management of a User's roles and permissions with an integrated Client Administration	Speed, control, and cost savings



Suffolk County Community College

Reporting

1. What reports are available through your automated payables service? When is reporting available?

Card administrators and users will have access to two online card management and reporting systems, which can be accessed 24/7 anywhere there is an internet connection:

1. Commercial Card Connect, which is standard with every card agreement
2. MasterCard's Smartdata.gen2™ (Smartdata.gen2), a more robust reporting and expense management tool

Standard reports provided by Commercial Card Connect include:

- Cardholder Dispute Form
- Cardholder Profile Report
- Merchant Report
- Program Change Request Audit Report
- Site Settings Audit Report
- Transaction Report
- User Audit and Profile Reports

Commercial Card Connect is a real-time program administration and reporting tool, which allows you to have fast, secure, online access to your commercial card program setup and transaction information. Reports on spend can be scheduled to run at regular intervals, with no need for manual intervention.

With *Smartdata.gen2*, expense reporting is streamlined by allowing administrators and cardholders to review online transactions and modify accounting information as needed. The expense reporting workflow is flexible and provides multiple levels of approval. Enhanced expense reporting creates a flexible workflow process when preparing and approving expense reports, including facilitating multiple levels of approval. Data can be exported in a variety of formats to integrate seamlessly with existing accounting systems.

Smartdata.gen2 can also be used by individual cardholders to view account data. Expense reports can be generated for approval by administrators. Or, reports can be created to reconcile cardholders' purchases. This system facilitates the customization of data collection and management. With support for 12 languages, the system helps manage global data in local languages and currencies. Data can also be exported in a number of standard formats (Microsoft Money, Excel, Quicken, etc.) and into ERP systems (SAP, Baan, PeopleSoft, Oracle) using data export files programmed by MasterCard.

Included in the Attachments section is a *Smartdata.gen2* overview, which includes a list of reports.

Ad hoc reporting is available with both *Commercial Card Connect* and *SDG2*. Custom reports can be created and saved to run as needed or on a scheduled basis. *SDG2* offers over 40



Suffolk County Community College

standard reports and the ability to create customer specific reports in many formats, including SAP, Baan, PeopleSoft, Oracle, Microsoft Money, Excel, Intuit Quicken, and QuickBooks.

2. What reconciliation management tools are available?

SDG2 has robust reporting available to assist with the reconciliation of T&E expenses. Most notably, the system offers detail reports for each common travel expense (such as airline, lodging, and car rental charges). These reports help assist program administrators with seeing overall transaction information, along with detailed line-item or "folio" information. For example, the airline transaction detail report will show each reservation, and include a listing showing each leg of the trip, origin/destination information, and class of service traveled.

SDG2 is also an online expense management & reporting tool where clients are able to allocate expenses to cost centers, general ledgers, departments, etc., through custom fields created and managed by administrators for assistance with the reconciliation process. These fields and data can then be captured in a custom export and integrated with the College's current system.

3. Do you have the ability to provide a reconciliation file that can be loaded into our systems to mark items as paid or reconciled with payment date?

Yes, we can produce the file you need. Our on-line system provides for reconciliation of accounts, supervisor approval, and administrator review. It allows information to be loaded via excel file and provides a custom file to be uploaded into your Accounts Payable system for a single consolidated payment, an individual card basis or on an "as needed basis." You will have access to fields for comments for the card holder to enter on a transactions basis (i.e. PO, description). A custom file is provided so charges can automatically be uploaded to the College's specific accounting information (i.e. company, PAU, account code, activity code etc.)

Enrollment

1. Describe your supplier enrollment process in the College's automated payables program, including approach and customization.

Capital One will work with the College to identify the best approach to enrolling new vendors into our commercial card program. We will be able to provide proven communication methods, enrollment best practices, and explore other methods for enrolling new vendors.

Onboarding

1. Do you have a dedicated team for supplier enrollment? How many personnel would be involved in supporting supplier enrollment for the College?

Yes, we have a dedicated team for supplier enrollment. Capital One in partnership with Priority Payments will create an end-to-end user campaign with appropriate amount of resources to highlight the benefits for the College's vendors.

Associates from our commercial card group in conjunction with MasterCard will be dedicated to the College's vendor enrollment process. Capital One is distinguished by our unique customer



Suffolk County Community College

focus. Our consultative approach to client relationship allows us to present our products and services in an innovative and tailored approach specific to each client.

As part of our commitment in ensuring the College has the proper solution and excellent service, we make all Capital One resources available. This group of professionals consist of executive management, technology and product management & innovation partners.

2. Do you monitor supplier enrollment rates? If so, how do you segment the data?

The process starts with Capital One's vendor match analysis. This will help identify current vendors who are already enabled with the ability to process commercial card payments.

Next, Capital One is able to leverage our partnership with MasterCard to initiate a vendor onboarding campaign on behalf of SCC. This campaign starts by working with SCC on creating a strategy for targeting these vendors for adoption into the purchasing card program. As part of the process, we will discuss best practices and provide sample communications used to contact vendors. Capital One will provide weekly updates around the vendor enrollment campaign with detailed reporting.

Lastly, Capital One and MasterCard will contact vendors on behalf of SCC, communicate the value proposition of card acceptance, and provide detailed reporting on the campaign's progress.

As part of the vendor onboarding process, we are able to communicate with suppliers on the value of card acceptance, including the value of acceptance electronic payments, reduction in check processing costs, reduced Days Sales Outstanding, and improved remittance reconciliation.

3. How do you identify which vendors should be paid by card and which should be paid by ACH?

In addition to working with the College to create a tailored purchasing card program, Capital One is able to provide end-to-end vendor onboarding services for new suppliers.

The process starts with Capital One's vendor match analysis. This will help identify current vendors who are already enabled with the ability to process commercial card payments. Next, Capital One is able to leverage our partnership with MasterCard to initiate a vendor onboarding campaign on behalf of the College. This campaign starts by working with the College on creating a strategy for targeting these vendors for adoption into the purchasing card program. This strategy and future vendor conversations will help determine those vendors best suited to payment by card. As part of the process, we will discuss best practices and provide sample communications used to contact vendors. Lastly, Capital One and MasterCard will contact vendors on behalf of the College, communicate the value proposition of card acceptance, and provide detailed reporting the College on the campaign's progress.

As part of the vendor onboarding process, we are able to communicate with suppliers on the value of card acceptance, including the value of acceptance electronic payments, reduction in check processing costs, reduced Days Sales Outstanding, and improved remittance reconciliation.



Suffolk County Community College

Electronic Data Interchange

Bank background

1. Please provide an overview of your consolidated payables solution.

Capital One's Integrated Payables solution lets you consolidate payment methods into a single process that supports ACH, check, wire transfer and book transfer. With this, you'll improve efficiency and cut costs by reducing the number of instruction formats and files required to send payment instructions. File-based reporting that uploads seamlessly to your ERP, Treasury Workstation or accounting systems also helps you streamline backend processes and reconciliation.

2. Please provide an overview of your consolidated receivables solution.

Capital One does not currently have a consolidated receivables solution. However, it is in our development plans.

Account Validation Services

Overview

1. Provide a detailed explanation of the Account Validation Services you offer.

We always recommend that clients send out pre-notes for account verification, and then throughout the process, we send NOC reports.

2. Does advanced Account Validation Services always provide a response - positive or negative?

If a prenote is sent, the NOC report will provide any negative responses. There is no response for positive.

Investment Sweep

Passive investment I sweep accounts

1. Discuss the passive investment/sweep accounts that you recommend based on information provided in the RFP.

In order to be able to recommend an investment service we would first need to review the College's investment policy to ensure that we stay within the proper guidelines of suitable and permissible investment options.

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

5. Contractor's Cost Proposal: See ATTACHMENT 1, annexed hereto.



ATTACHMENT 1
Special Payment Terms and Conditions
 Suffolk County Community College

v. Cost Proposal

- i. A description of all fees associated with providing services identified under the "General Requirements" and "Basic Services sections in the RFP documents.

A proforma describing all fees is included in this section.

- ii. Elaborate on any competitive interest rates offers that would be extended to the College on College deposits, any additional investments, as well as credit cards and rebates on credit cards.

We would extend a rate of .55% on the College's blended checking accounts. In addition, we could offer additional investment options after reviewing the College's investment policy.

Standard Interest and Rebate Structure

	Payment Flexibility	Higher Rebate
Differentiated Terms	1.25% earn 30/14 terms	1.50% earn 14/7 terms
Consistent Terms and Features	<ul style="list-style-type: none"> • AMF: Flat \$19 / card • 1.5% past due fee • Virtual Card / Plastic (programs with fewer than 250 cards) • Expense Management • Incentive paid via Rewards platform 	
Not In Scope	<ul style="list-style-type: none"> • No foreign currencies • No foreign account holders • No individual billing 	

- iii. A description of fees associated with electronic funds transfer to or from the College accounts.

Internal bank transfers -\$3.00
 Domestic Wire Transfers- \$15.00
 Incoming Wires Transfers-\$15.00
 Outgoing ACH Payments - \$.13 cents
 Incoming ACH Payments -\$.06 cents



Suffolk County Community College

- iv. A description of fees associated with daily armored car/courier services, or for alternatives services to armored car/courier services that will allow for secure deposits, including same-day deposits as described under Basic Services In Section III - Scope of Services

A proforma describing all fees is included in this section.

- v. A description of fees associated with on-line stop payment services

Stop Payment fees are \$17.00

- vi. A description of the costs, if any, associated with the installation of the bank's ATMs, as well as branches on the College's various campuses and satellite buildings.

Our partner Cardtronics would prepare a cost benefit analysis, which includes a security evaluation. Each location may need customization to provide the most effective and cost efficient solution.

- vii. A description of the transaction fees to ATM users, if any.

If the opportunity to install ATMs is presented pricing would be negotiated at that time

- viii. A description of all fees, for any supplementary services available, including but not limited to:

- a. Any fees for interfaces required between the College's ERP and the Proposer's electronic banking system. \$25.00 per month
- b. Fees related to adjust processing on deposits- \$5.00
- c. Charges for recalling or canceling a wire transfer- none

- ix. How will the bank stipulate the required compensating balance? Provide the formula for computing the compensating balance and/or reserve requirements.

Net Monthly Earnings Calculation:

(Average Non-Interest-bearing Collected Balance – 10% Reserve) x Earnings Credit Rate / Days in The Year x Days in the Month

Example: \$1,000,000 – 10% x 0.50%/365 * 30 = \$369.86

Compensating Balance Formula:

\$1.00 of fees is equal to 2,354.84

Total Monthly Service Charges x \$2354.84 in a 31-day month/365-day year = compensating balance

This example uses an Earnings Credit rate of 0.50%.



Capital One Bank, N.A.

Account Name
 Model Name SCCC- RFP
 Model Billing Cycle August, 2017
 Currency USD

PRO FORMA
 Account Number
 Model Analysis Date 8/28/2017
 Activity Date July, 2017

Average Balances on Deposit

Collected Balance Disclosure

Ledger	25,755,617.00
- Float	0.00
= Collected	25,755,617.00
Positive Collected	25,755,617.00
Negative Collected	0.00

Investable Balance Disclosure

Average Positive Collected Balance	25,755,617.00
- Reserve Requirement	2,575,561.70
- Other Balance	0.00
= Investable Balance	<>25,755,617.00

Services Performed

Services Performed	Volume	Price	Total	Fee
BALANCES				
DEPOSIT ADMINISTRATION FEE	25,755	.0000	0.00	A
Subtotal - Balances			0.00	
GENERAL SERVICES				
DDA ACCOUNT MAINTENANCE	3	10.0000	30.00	A
Subtotal - General Services			30.00	
DEPOSITORY SERVICES				
DEPOSITS CREDITS	300	.2000	60.00	A

Services Performed	Volume	Price	Total Fee	
CASH DEPOSITED VAULT	500,492	.00095000	475.47	A
CURRENCY SERVICES PER DEPOSIT	300	.3500	105.00	A
REMOTE DEPOSIT MAINTENANCE	1	60.0000	60.00	A
REMOTE DEPOSIT LICENSE FEE	3	25.0000	75.00	A
REMOTE DEPOSIT ITEMS PROCESSED	2,375	.0600	142.50	A
REMOTE DEPOSIT CAR LAR	1	15.0000	15.00	A
RETURN ITEMS	2	12.0000	24.00	A
POSITIVE PAY - EXCEPTION ITEMS	2	5.0000	10.00	A
ITEMS DEPOSITED ENCODED	2,375	.0500	118.75	A
ITEMS DEPOSITED UNENCODED	1,831	.0600	109.86	A
Subtotal - Depository Services			1,195.58	
PAPER DISBURSEMENT SERVICES				
CHECKS PAID	3,083	.0600	184.98	A
ONLINE STOP PAYMENTS		15.0000	0.00	A
ONLINE STOP PAYMENTS	2	15.0000	30.00	A
POSITIVE PAY EXCEPTION ITEM RETURN	1	10.0000	10.00	A
POSITIVE PAY ISSUES UPLOADED	1,600	.0000	0.00	A
POSITIVE PAY STALE DATE MAINTENANCE	2	10.0000	20.00	A
POSITIVE PAY VOIDS UPLOADED	8	.1500	1.20	A
POSITIVE PAY WITH FULL RECON	2	75.0000	150.00	A
ITEMS RECONCILED-POSITIVE PAY FULL	814	.0700	56.98	A
CONTROLLED DISBURSEMENT MAINTENANCE		175.0000	0.00	A
CHECKS PAID-CONTROLLED DISBURSEMENT		.0600	0.00	A
Subtotal - Paper Disbursement Services			453.16	
PAPER DISBURSEMENT RECON SERVICES				
DIRECT DOWNLOAD FEE/FILE	1	2.0000	2.00	A
FILE TRANSFER-DIRECT MAINT	1	25.0000	25.00	A
DIRECT UPLOAD FEE/FILE	7	2.0000	14.00	A
RECON OUTPUT AUTOMATED	1	50.0000	50.00	A
Subtotal - Paper Disbursement Recon Services			91.00	
GENERAL ACH SERVICES				
ACH ORIGINATED DEBIT/CREDIT	5,285	.1300	687.05	A
ACH ORIGINATED - ADDENDA RECORDS	13	.0500	0.65	A

Services Performed	Volume	Price	Total Fee	
ACH RETURN ITEM	1	5.0000	5.00	A
ACH MONTHLY MAINTENANCE A	1	60.0000	60.00	A
ACH ONLINE TRANSACTIONS	6	.1500	0.90	A
ACH INPUT - BATCH PROCESSED	7	5.0000	35.00	A
ACH RECEIVED DEBIT	10	.0600	0.60	A
ACH RECEIVED CREDIT	24	.0600	1.44	A
ACH DEBIT FILTER PROTECTION MAINT	1	15.0000	15.00	A
ACH DEBIT FILTER AUTHORIZATION	2	.0000	0.00	A
ACH DEBIT FILTER PER ITEM RETURNED	14	5.0000	70.00	A
Subtotal - General ACH Services			875.64	
WIRES AND TRANSFER SERVICES				
ONLINE OUTGOING DOMESTIC WIRE XFR		15.0000	0.00	A
ONLINE WIRE TRANSFER MONTHLY MAINT	1	50.0000	50.00	A
ONLINE BOOK TRANSFER	12	3.0000	36.00	A
INCOMING WIRE TRANSFER	1	15.0000	15.00	A
Subtotal - Wires And Transfer Services			101.00	
INFORMATION SERVICES				
INFO SVCS INTRADAY BALANCE REPORT	1	.0000	0.00	A
INFO SVCS PREVIOUS DAY ITEMS	3,448	.1600	551.68	A
INFO SVCS MONTHLY MAINTENANCE	1	75.0000	75.00	A
INFO SVCS ADDITIONAL ACCOUNTS	3	.0000	0.00	A
INFO SVCS IMAGE INQ MONTHLY MAINT	1	40.0000	40.00	A
Subtotal - Information Services			666.68	
INET PYMT INITIATION PORTAL				
EBPP PAYMENT FEE		.5000	0.00	A
EBPP IVR PAYMENT FEE		.5000	0.00	A
EBPP IVR MINUTES FEE		.3500	0.00	A
EBPP DIRECT DOWNLOAD FEE/FILE		2.0000	0.00	A
EBPP DIRECT UPLOAD FEE/FILE		2.0000	0.00	A
EBPP QC ITEM ACH OR CARD		.5000	0.00	A
EBPP MONTHLY MAINT FEE		350.0000	0.00	A
EBPP IVR MONTHLY MAINT FEE		350.00	0.00	A
EBPP FILE TRANSFER MAINTENANCE		225.0000	0.00	A

Services Performed	Volume	Price	Total Fee
EBPP QC MONTHLY MAINT	39.0000	0.00	A
EBPP DETAILED PRSMT ADDL PAGES	.0500	0.00	A
EBPP ACH FILE FEE	5.0000	0.00	A
Subtotal - Inet Pymt Initiation Portal		<u>0.00</u>	
Total Analyzed			3,413.06

Analysis Results

Required Balance Disclosure	
Balance Required for Services	8,037,210.21
= Total Required Balance	<u>8,037,210.21</u>
Balance Position Disclosure	
Balance Position Basis	25,755,617.00
- Total Required Balance	8,037,210.21
= Balance Available for Other Service	<u>17,718,406.79</u>
Earnings Credit Amount	10,937.32
- Analyzed Fees	3,413.06
= Net Analyzed Result	<u>7,524.26</u>
Interest Earned	8,276.68

\$1.00 of fees is equal to \$2,354.84 of Investable Balance.
Investable Balance receives an earnings credit of .5000%.
Excess Balance earns proposed interest of .5500%.

Notes

Please note that this proposal is for analysis purposes only and is a best estimate based on deposit and account volumes provided. The Earnings Credit Rate is set by Capital One Bank and is based on market conditions. The earnings credit rate as well as account volumes can, at times, fluctuate causing higher or lower monthly fees. The prices reflected in this proposal will be honored for sixty days.

This proposal may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. You are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) to an unintended party is STRICTLY PROHIBITED.

The Deposit Administration Fee offsets expenses incurred by Capital One Bank related to providing depository services (including FDIC risk-based assessments). This fee is variable and subject to change at any time without notice. Please contact your Relationship Manager if you have questions about this fee or any other information reflected on your Account Analysis statement.

Updated Pricing Document

Rates & Fees (VISA/MasterCard) Fee

• Interchange Pass-through Pricing Structure Plus	0.07%
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- V/MC/Amex/Discover/Fleet Cards Transaction Fee

Periodic Service Fees & Service Options per MID

• Monthly Service Fee		Waived
• Monthly Minimum		Waived
• Chargeback Fee		\$15.00
• Voice Authorization		\$0.65
• Breach Assist Program	(optional)	\$13.95
• Annual Compliance Fee	(without Breach Assist)	Waived

Any additional fees and costs related to services not discussed or included in this proposal, i.e. encryption & tokenization, EMV and chip card upgrade, gateway or equipment purchases, etc. will be proposed at a later time.

****Please note the pricing was meant to be 0.07% and not \$0.07 per transaction. There must have been an error in the table that saved it as a currency and not a percentage.

Based on the statements provided there was not enough information to provide an analysis. Based on the College's annual volume and average ticket provided in the RFP their monthly average cost is around \$2,700.

In regards to the ACH information I would need their projected annual volume. We can discuss on the call tomorrow and follow up with additional information and pricing.

End of Text for Exhibit E

EXHIBIT F
College's Request for Proposals

The College's Request for Proposals ("RFP") for Services in connection with Banking and Merchant Services for Higher Education, advertised July 13, 2017, together with all Addenda thereto, is incorporated herein by reference.

End of Text for Exhibit F

Capital One Financial Corporation

Contract No.: 22-CC-022

Project Name: Banking and Merchant Services for Higher Education

**EXHIBIT G
Contractor's Proposal**

Contractor's Proposal submitted August 31, 2017, in response to the College's RFP, is incorporated herein by reference.

End of Text for Exhibit G