

SERIAL 10104 ITN CREDIT AND DEBIT CARD PROCESSING SERVICES

DATE OF LAST REVISION: March 31, 2016

CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, ~~2016~~ 2018

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **CREDIT AND DEBIT CARD PROCESSING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 30, 2011 (Eff. 04/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: **Office of Procurement Services**
John Lewis, Finance
Shelby Scharbach, Finance

(Please remove Serial 05151-RFP from your contract notebooks)



CONTRACT PURSUANT TO SERIAL 10104-ITN

This Contract is entered into this thirtieth (30th) day of March, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~Fidelity Information Services (FIS)~~ **LINK2GOV CORP.** an Arkansas corporation ("Contractor") for the purchase of Credit/Debit Card Processing services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the first day (1st) of April, 2011 and ending the thirty-first (31st) day of March ~~2016~~ **2018**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional term up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A or A-1 (Optional Pricing.)" All fees shall be added to or deducted from transaction amount.

3.2 INVOICES AND PAYMENTS (EQUIPMENT AND NON CARD TRANSACTIONS):

- 3.2.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity of transactions and transaction numbers
- Contract Item number(s)
- Description of Purchase (services)

- Pricing per unit of service
- Extended price
- Total Amount Due

3.2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

3.2.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.2.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the gross negligent acts, errors, omissions, or willful misconduct relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

~~5.2 INSURANCE REQUIREMENTS:~~

~~5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A , VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.~~

~~5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.~~

- ~~5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self insurance maintained by County shall not contribute to it except in respect to the County's sole negligence.~~
- ~~5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.~~
- ~~5.2.5 The insurance policies may provide coverage that contains deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.~~
- ~~5.2.6 County reserves the right to request and to receive, within 10 working days of contract award, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.~~
- ~~5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as certificate holders.~~
- ~~5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.~~
- ~~5.2.9 Commercial General Liability.
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.~~
- ~~5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~
- ~~5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.~~

~~5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.~~

~~5.2.12 Errors and Omissions Insurance.~~

~~Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.~~

~~5.2.13 Certificates of Insurance.~~

~~After award and prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.~~

~~5.2.13.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.~~

~~5.2.13.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.~~

~~5.2.14 Cancellation and Expiration Notice.~~

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.~~

5.2 INSURANCE:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service, except in cases of County's, its agents', representatives', officers', directors', officials' and employees' negligence or willful misconduct.

5.2.8 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.9 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 combined single limit with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.10 **Workers' Compensation:**

5.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

5.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract, except in cases of County's, its agents', representatives', officers', directors', officials' and employees' negligence or willful misconduct.

5.2.11 **Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.12 Certificates of Insurance.

5.2.12.1 After execution of the Amendment to the Contract, but prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

5.2.12.2 After execution of the Amendment to the Contract, but prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

5.2.12.3 In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days after the expiration date.

5.2.13 Cancellation and Expiration Notice.

Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract. County's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

~~Fidelity Information Services (FIS)~~ LINK2GOV CORP
113 Seaboard Lane, Suite A-250
Franklin, TN. 37067

5.5 REQUIREMENTS CONTRACT:

5.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any services will be required (minimum or maximum). Transactions will only be processed as required by the County.

5.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.7 TERMINATION FOR DEFAULT:

5.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.7.5 Termination by the County: If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor has been previously notified it owns, to the County for damages resulting from breach or deficiencies in performance under this contract subject to the County have given Contractor prior notice.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

5.14 RETENTION OF RECORDS:

5.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials. County agrees to give Contractor at least 15 days notice for all requests.

5.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

5.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.16 ALTERNATIVE DISPUTE RESOLUTION:

5.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.16.1.1 Render a decision;

5.16.1.2 Notify the parties that the exhibits are available for retrieval; and

5.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.25.1 Exhibit A and A-1, Pricing;

5.25.2 Exhibit B, Scope of Work;

5.25.3 Exhibit B-1, Transaction Reversal Procedures

5.26 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MCI-902. An attempt to influence includes, but is not limited to:

5.26.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Holly Huggins
AUTHORIZED SIGNATURE

HOLLY HUGGINS, VP
PRINTED NAME AND TITLE

113 Seaboard Lane, Ste A-250
ADDRESS Franklin, TN 37067

2/22/11
DATE

MARICOPA COUNTY

David Leonard
CHAIRMAN, BOARD OF SUPERVISORS

MAR 30 2011
DATE

ATTESTED:

Janet Campbell
CLERK OF THE BOARD

MAR 30 2011
DATE

APPROVED AS TO FORM:

David H. Benton
LEGAL COUNSEL

March 18 2011
DATE



Prepared for: Maricopa County, AZ

411 North Central
Phoenix, AZ 85004

Amendment Reference: 00069605.0

Contract Serial No. 10104-ITN: 00069604.0

Amendment Effective Date: 4/1/2016

AMENDMENT

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204-2946

This is an amendment ("Amendment"), to the Contract Serial No. 10104-ITN for Credit and Debit Card Processing Services entered into 3/30/2011 and effective 4/1/2011 (as amended, "Contract") between **Link2Gov Corp., formerly known as Fidelity Information Services**, a Tennessee corporation ("Contractor" or "Link2Gov") and **Maricopa County, AZ ("County")**. The Contract provides for renewal options and County wishes to renew the term of the Contract for a period of 2 years.

AMENDED SERVICES

PayDirect

The Service(s) are amended as follows:

AMENDMENT DETAIL

1. Contract Term. The term of the Contract is hereby extended for 2 years beginning on the Amendment Effective Date and ending on 3/31/2018.
2. Section 5.2 of the Contract is hereby deleted in its entirety and is replaced with the following:

"5.2 INSURANCE:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims



arising out of Contractor's work or service, except in cases of County's, its agents', representatives', officers', directors', officials' and employees' negligence or willful misconduct.

5.2.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 combined single limit with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.10 Workers' Compensation:

5.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

5.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract, except in cases of County's, its agents', representatives', officers', directors', officials' and employees' negligence or willful misconduct.

5.2.11 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.12 Certificates of Insurance.

5.2.12.1 After execution of the Amendment to the Contract, but prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

5.2.12.2 After execution of the Amendment to the Contract, but prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE



AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

5.2.12.3 In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days after the expiration date.

5.2.13 Cancellation and Expiration Notice.

Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation."

3. The following paragraph is hereby added to Section 5.7 of the Contract:

"5.7.5 Termination by the County: If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies."

4. Section 5.21 of the Contract is hereby deleted in its entirety and is not replaced.

5. The following is added to the Contract as Section 5.26:

"5.26 INFLUENCE: As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

5.26.1A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6. Renewal Pricing. Section 1.3.1 of Exhibit A to the Contract is hereby deleted in its entirety and is replaced with Exhibit 1 to this Amendment.

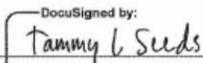


All terms of the Agreement not amended by this Amendment remain in full force and effect. All fees will be settled or paid as described in the Agreement unless otherwise specified in this Amendment or the pricing attachment. In the event of a conflict or inconsistency between this Amendment and the Agreement, this Amendment controls. Capitalized words not defined in this Amendment shall have the same meaning as in the Agreement.

MARICOPA COUNTY, AZ

Signature: 
Name: Wesley W. Baysinger
Title: CPO
Date: 4/5/16

**LINK2GOV CORP., FORMERLY KNOWN AS FIDELITY
INFORMATION SERVICES**

Signature: 
Name: Tammy L Seeds
Title: Controller, Sales Finance
Date: 4/1/2016 | 09:44 ET

**EXHIBIT A
PRICING**

SERIAL 10104-ITN
NIGP CODE: 94635

RESPONDENT'S NAME:
COUNTY VENDOR NUMBER :
ADDRESS:
TELEPHONE NUMBER:
FACSIMILE NUMBER:
WEB SITE:

~~FIS (FIDELITY INFORMATION SYSTEMS)~~
LINK2GOV CORP.
F000000063 2011004321 0
113 Seaboard Lane, Suite A-250, Franklin, TN 37067
615-665-6860- 414-577-9883
615-665-8335
www.fisglobal.com
Tammi Rowlan, Sr. Sales Representative Andrea Brumley
Jeff Seidl
tammi.rowlan@fisglobal.com
andrea.brumley@fisglobal.com
jeff.seidl@fisglobal.com

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

YES NO
**(Effective
04/01/16)**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

1.0 PRICING:

1.1 NET FEES (CREDIT CARDS)

1.1.1 TRANSACTION CHARGE **\$0.12** PER TRANSACTION

Visa/MC interchange rates have been included as Appendix D.

1.2 GROSS FEE (CONVIENCE FEE MODEL)

1.2.1 PERCENTAGE OF TRANSACTION **2.35%**

1.2.2 MINIMUM FEE **\$1.49**

1.2.3 CREDIT CARD TRANSACTION FEE'S

RESPONDENT MUST PICK ONE OR THE OTHER, BUT NOT BOTH.

| Payment Amount | | Fees | Fees |
|----------------|------------|---------|------|
| From | To | \$ | % |
| \$0.00 | \$59.99 | \$1.41 | |
| \$60.00 | \$79.99 | \$1.90 | |
| \$80.00 | \$99.99 | \$2.35 | |
| \$100.00 | \$119.99 | \$2.75 | |
| \$120.00 | \$139.99 | \$3.25 | |
| \$140.00 | \$159.99 | \$3.75 | |
| \$160.00 | \$179.99 | \$4.25 | |
| \$180.00 | \$199.99 | \$4.75 | |
| \$200.00 | \$219.99 | \$5.25 | |
| \$220.00 | \$239.99 | \$5.75 | |
| \$240.00 | \$299.99 | \$6.25 | |
| \$300.00 | \$399.99 | \$9.40 | |
| \$400.00 | \$599.99 | \$14.10 | |
| \$600.00 | \$999.99 | \$23.50 | |
| \$1,000.00 | \$1,399.99 | \$32.90 | |
| \$1,400.00 | \$1,999.99 | \$47.00 | |

| | | | |
|------------|-------------|----------|--|
| \$2,000.00 | \$2,699.99 | \$63.45 | |
| \$2,700.00 | \$3,499.99 | \$82.25 | |
| \$3,500.00 | \$4,399.99 | \$103.40 | |
| \$4,400.00 | \$5,399.99 | \$126.90 | |
| \$5,400.00 | \$6,399.99 | \$150.40 | |
| \$6,400.00 | \$7,399.99 | \$173.90 | |
| \$7,400.00 | \$8,699.99 | \$204.45 | |
| \$8,700.00 | \$10,399.99 | \$244.40 | |

FIS/Metavante Notes: • FIS (Metavante) reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. This Option is specifically designed for those applications that do NOT qualify for the Visa Tax Program and which follow the standard set of rules and regulations that govern the Convenience Fees. • A fixed or variable convenience fee will be set up-front for all payment applications based on the average payment size of credit card transactions. • A convenience fee may not be charged for non-tax over the counter payments. This applies to all card types and transactions. Note that at least initially, the over the counter payment scenario will be one that a lot of departments will want to implement. • A convenience fee may be charged for transactions made over the Internet, IVR, phone and mail. The fee will be a flat amount based the average transaction value of the particular service or product and applies to all card types and transactions (regardless of value).

1.3 EQUIPMENT COSTS:

1.3.1 SWIPE MACHINE WITH PIN PAD

\$ Please See Rates below

PER UNIT

(ATTACH A LIST WITH PRICES WITH THE COST OF ALL OTHER EQUIPMENT.)

| Terminals & Equipment - Purchase Rates | Purchase Rate | Frequency |
|--|--------------------------|----------------------|
| Verifone vx570 (dual comm.) | \$394.66 | Per Item |
| VeriFone PP1000SE – Terminal or PC Tethered | \$95.00 | Per Item |
| Magtek Mini MICR (Check reader-Imager) | \$183.75 | Per Item |
| Imprinter (Bartizan | \$35.00 | Per Item |
| Shipping | Pass-through | Per Event |
| Encryption Key Injection | Waived | Per Event |
| Download Fee to County Owned Terminals | \$15.00 | Per Event |
| Supplies/Cables | Pass-through | Per Event |

| Terminals & Equipment | Short Term Rental Rate | Long Term Rental Rate | Frequency |
|--|-----------------------------------|----------------------------------|-------------------------------|
| Verifone vx570 (dual comm.) | \$59.00 | \$27.00 | Per Item Per Month |
| VeriFone PP1000SE – Terminal or PC Tethered | \$40.00 | \$9.99 | Per Item Per Month |
| Magtek Minni MICR (Check Reader-Imager) | N/A | \$12.00 | Per Item Per Month |
| Shipping | Pass-through | | Per Event |
| Encryption Key Injection | waived | N/A | Per Event |
| Download Fee to County owned Terminals | \$15.00 | N/A | Per Event |
| Supplies/Cables | Pass-through | | Per Event |
| FIS/Metavante Notes: * Terminals listed are provided at no cost if each terminal averages at least five (5) transactions per day based on twenty (20) available days a month. | | | |

EFFECTIVE 04/01/16



Exhibit 1

Terminals and Equipment Fees - Purchase Rates

The list below includes the equipment recommended for use by Maricopa County.

| Equipment Type | Terminals & Equipment | Rate | Frequency |
|--|---|---|--------------|
| Point of Sale Equipment: Standalone | VeriFone Vx520 | \$313.00 | Per Item |
| Point of Sale Equipment: Standalone | VeriFone Vx680 – Wireless – WIFI *WPA2 Security Required | \$792.00 | Per Item |
| Point of Sale Equipment: Standalone | VeriFone Vx680 – Wireless – GPRS (SIM Card/Data Plan required) | \$445.00 \$10.50 – SIM Card \$33.00 – Activation \$15.00/Month (2MB- Approx 250 Transactions) \$0.05/kb – overage | Per Item |
| Point of Sale Equipment: Peripheral | VeriFone Vx805 – External Pin Pad for PIN Debit | \$182.85 | |
| Point of Sale Equipment: Attach to Standalone | Magtek Mini-MICR (Check reader-imager) | \$183.75 | Per Item |
| Point of Sale Equipment: Swipe Wedge for Virtual Terminal | Magtek Mini USB swipe | \$58.50 | Per Item |
| Shipping | Passthrough | Passthrough | Per Shipment |
| Point of Sale Deployment | Software Download | \$15.00 | Per Event |
| Point of Sale Equipment | Supplies/Cables | Passthrough | Per Item |
| POS Deployment | Encryption Key Injection | Waived | Per Event |

NOTES:

Terminals (Vx520 model only) are provided at no cost if each terminal averages at least five (5) transactions per day based on twenty (20) available days per month. The maximum number of terminals provided at no cost is not to exceed thirty (30).

The encryption key is used for programming the PIN-debit functionality.

EXHIBIT A-1

Option A: Non-Tax Transaction Convenience Fee Funded Pricing

FIS (Metavante) will provide to the County transaction processing (merchant) services to existing and new applications under a Citizen/Convenience Fee Funded pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. This Option is specifically designed for those applications that do NOT qualify for the Visa Tax Program and which follow the standard set of rules and regulations that govern the Convenience Fees.

A fixed or variable convenience fee will be set up-front for all payment applications based on the average payment size of credit card transactionsⁱ. Once established, the fee would remain fixed for an initial period for all payment amounts for the payment application. After the initial period, the average payment amount would be reviewed regularly and adjusted if the average payment falls into a different pricing category. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different payment types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Visa Tax Program payment application.

| Non-Tax Applicationsⁱⁱ | | Convenience Feeⁱⁱⁱ |
|--|-------------|--------------------------------------|
| Average Payment Amount | | |
| Payment Amount | | Fees |
| From | To | \$ |
| \$0.00 | \$59.99 | \$1.41 |
| \$60.00 | \$79.99 | \$1.90 |
| \$80.00 | \$99.99 | \$2.35 |
| \$100.00 | \$119.99 | \$2.75 |
| \$120.00 | \$139.99 | \$3.25 |
| \$140.00 | \$159.99 | \$3.75 |
| \$160.00 | \$179.99 | \$4.25 |
| \$180.00 | \$199.99 | \$4.75 |
| \$200.00 | \$219.99 | \$5.25 |
| \$220.00 | \$239.99 | \$5.75 |
| \$240.00 | \$299.99 | \$6.25 |
| \$300.00 | \$399.99 | \$9.40 |
| \$400.00 | \$599.99 | \$14.10 |
| \$600.00 | \$999.99 | \$23.50 |
| \$1,000.00 | \$1,399.99 | \$32.90 |
| \$1,400.00 | \$1,999.99 | \$47.00 |
| \$2,000.00 | \$2,699.99 | \$63.45 |
| \$2,700.00 | \$3,499.99 | \$82.25 |
| \$3,500.00 | \$4,399.99 | \$103.40 |
| \$4,400.00 | \$5,399.99 | \$126.90 |
| \$5,400.00 | \$6,399.99 | \$150.40 |
| \$6,400.00 | \$7,399.99 | \$173.90 |
| \$7,400.00 | \$8,699.99 | \$204.45 |
| \$8,700.00 | \$10,399.99 | \$244.40 |

| Ancillary Services | Rate | Frequency |
|-----------------------------|----------------------------|---|
| Reporting and Statement Fee | Covered by Convenience Fee | Per Application Per Month |
| ACH and e-Check Returns | Covered by Convenience Fee | Per Event |
| Chargebacks & Adjustments | Covered by Convenience Fee | Per Event |
| Voice Authorizations | Waived | Per Event |
| Next Day Settlement Fee | n/a | Wired Funds Required |
| Wired Funds Fee | \$15.00 | Per Event |
| Standard Settlement Fee | n/a | Included if Next Day Settlement and Wired Funds are not utilized. |
| ACH Settlement Fee | Waived | Per Event |

Option B: Gateway - Agency Funded Fixed Rate Pricing

FIS will provide to the County transaction processing (merchant) services to existing and new applications under an Agency Funded Fixed Rate pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

| Merchant Services | Rate | Frequency |
|---|-----------------------|----------------------------|
| Visa and MasterCard Discount Rate ^{iv} | 2.25% ^v | Per Transaction and Volume |
| Discover Discount Rate | 2.25% ^{vi} | Per Transaction and Volume |
| American Express Discount Rate | 2.25% ^{vii} | Per Transaction and Volume |
| PIN or PINless Debit Card Discount Rate | 2.25% ^{viii} | Per Transaction and Volume |
| BillMeLater Discount Rate | 2.25% ^{ix} | Per Transaction and Volume |
| ACH/e-Check Discount Rate ^x | \$0.10 | Per Transaction |
| Payment Processing Fee ^{xi} | 0.05% | Per Volume |
| Transaction Based Rate ^{xii} | \$0.12 | Per Transaction |
| Payment Gateway Fee - IP ^{xiii} | Waived | Per Transaction |
| Payment Gateway Fee - Dial ^{xiv} | Waived | Per Transaction |

| Ancillary Services | Rate | Frequency |
|-----------------------------|---------|---|
| Reporting and Statement Fee | Waived | Per Application Per Month |
| ACH and e-Check Returns | \$5.00 | Per Event |
| Chargebacks and Adjustments | Waived | Per Event |
| Voice Authorizations | Waived | Per Event |
| Next Day Settlement Fee | n/a | Wired Funds Required |
| Wired Funds Fee | \$30.00 | Per Event |
| Standard Settlement Fee | n/a | Included if Next Day Settlement and Wired Funds are not utilized. |
| ACH Settlement Fee | Waived | Per Event |

Option C: Gateway - Agency Funded Interchange Pass-through Pricing

FIS will provide to the County transaction processing (merchant) services to existing and new applications under an Agency Funded Interchange Pass-through pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

| Merchant Services | Rate | Frequency |
|--|-------------------------------|----------------------------|
| Visa and MasterCard Interchange Rate ^{xv} | Pass-through ^{xvi} | Per Transaction and Volume |
| Discover Discount Rate | Pass-through ^{xvii} | Per Transaction and Volume |
| American Express Discount Rate | Pass-through ^{xviii} | Per Transaction and Volume |
| PIN or PINless Debit Card Network Rate | Pass-through ^{xix} | Per Transaction and Volume |
| BillMeLater Network Rate | Pass-through ¹⁰ | Per Transaction and Volume |
| ACH/e-Check Discount Rate ¹¹ | \$0.10 | Per Transaction |
| Payment Processing Fee ¹² | 0.05% | Per Volume |

| Merchant Services | Rate | Frequency |
|--|--------|-----------------|
| Transaction Based Rate ¹³ | \$0.12 | Per Transaction |
| Payment Gateway Fee – IP ¹⁴ | Waived | Per Transaction |
| Payment Gateway Fee – Dial ¹⁵ | Waived | Per Transaction |

| Ancillary Services | Rate | Frequency |
|-----------------------------|---------|---|
| Reporting and Statement Fee | Waived | Per Application Per Month |
| ACH and e-Check Returns | \$5.00 | Per Event |
| Chargebacks and Adjustments | Waived | Per Event |
| Voice Authorizations | Waived | Per Event |
| Next Day Settlement Fee | n/a | Wired Funds Required |
| Wired Funds Fee | \$15.00 | Per Event |
| Standard Settlement Fee | n/a | Included if Next Day Settlement and Wired Funds are not utilized. |
| ACH Settlement Fee | Waived | Per Event |

Optional Product and Services Pricing (OPTIONAL SERVICES)

Custom Development Application and Services - FIS will provide to agency application and services to existing and new applications under a Hosted Environment Pricing Model utilizing development of a custom application. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

| Custom Development Services | Rate | Frequency |
|--|-------------------------|---------------------------|
| New Application Setup | \$500.00 | Per Application at Setup |
| API Development | \$2,500 + Resource Rate | Per Application |
| WEB Development | \$2,000 + Resource Rate | Per Application |
| IVR Development | \$3,500 + Resource Rate | Per Application |
| Resource Rate | \$150.00 | Per Hour |
| IVR Voice Talent Recording | \$1000.00 | Per Recording Event |
| Hosting and Maintenance | \$150.00 | Per Application Per Month |
| Custom Application Service Provider Fee | \$0.10 | Per Transaction |
| Application Training – Remote | Waived | Per event |
| Application Training – Onsite | \$2,500 | Per event |
| Collateral Marketing – Design | Quoted per Campaign | Per Campaign |
| Collateral Marketing – Printing and Distribution | Quoted per Campaign | Per Campaign |
| IVR Line Fee ^{xx} | \$0.10 | Per Minute |

Endnotes:

-
- ⁱⁱ If payments were currently not being accepted utilizing credit cards, the initial average payment amount would be calculated by increasing the overall average payment 30%.
 - ⁱⁱⁱ All applications ineligible for enrollment in the Visa Tax Program
 - ⁱⁱⁱ Acceptance of payment types as allowed by current rules and regulations.
 - ^{iv} Credit, Checkcard, and Signature Debit included
 - ^v Rate includes all Interchange Qualifications rates (per volume and per item fees), dues, acquirer fees, and assessments. This rate not all inclusive, other fees from this table may apply
 - ^{vi} Rate includes all Discover Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^{vii} Rate includes all American Express Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^{viii} Rate includes all Debit Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the networks. This rate not all inclusive, other fees from this table may apply
 - ^{ix} Rate includes all BillMeLater Network rates (per volume and per item fees) and acquirer fees. These rates may vary by repayment timeframe (Standard and 90 Days with No Payments) and rates are subject to change solely if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^x This rate not all inclusive, other fees from this table may apply.
 - ^{xi} Applies to the following Payment Types: Discover, American Express, Visa, MasterCard, PIN or PINless Debit, and BillMeLater
 - ^{xii} Payment Types included, Credit, and Debit.
 - ^{xiii} IP Based, All Payment Types included, Credit, Debit, and ACH.
 - ^{xiv} Dial Based, All Payment Types included, Credit, Debit, and ACH.
 - ^{xv} Credit, Checkcard, and Signature Debit included
 - ^{xvi} Pass-through includes all Interchange Qualifications rates (per volume and per item fees), dues, acquirer fees, and assessments. These rates may vary by card type, transactions, and over time, and rates are subject to change solely at the determination of the association or issuer. This rate not all inclusive, other fees from this table may apply
 - ^{xvii} Pass-through includes all Discover Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change solely at the determination of the network. This rate not all inclusive, other fees from this table may apply.
 - ^{xviii} Pass-through includes all American Express Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change solely at the determination of the network. This rate not all inclusive, other fees from this table may apply.
 - ^{xix} Pass-through includes all Debit Network rates (per volume and per item fees) and acquirer fees. These rates may vary by network and rates are subject to change solely at the determination of the networks. This rate not all inclusive, other fees from this table may apply
 - ^{xx} IVR Based, All Payment Types included, Credit, Debit, ACH, successful or unsuccessful transactions.

EXHIBIT B SCOPE OF WORK

1.0 INTENT:

The intent of this contract is to provide County departments with Credit/Debit Card acceptance and processing services, ACH payments, and Credit/Debit Card processing services via the internet and IVR. Contractor shall at a minimum the contractor must be able to process American Express, Visa, MasterCard, Discover Card and bank debit card transactions both in a net revenue environment (traditional card acceptance) and in a gross revenue environment where the provider collects a convenience fee from the card holder.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.10, below)

2.0 SCOPE OF SERVICES:

2.0.1 PAYDIRECT INTERNET PAYMENT GATEWAY

The County's comprehensive electronic payment solution will interface with FIS' exclusive PayDirect Internet Payment Gateway for fast and reliable payment processing, as well as real-time Internet-based reporting. Our gateway has direct connections into the country's top payment processors allowing the County to accept all types of electronic payments including credit cards, debit cards, electronic checks, and even *BillMeLater*. FIS' payment gateway provides unparalleled reliability due to the sophisticated array of redundant systems and protocols in place. Further, our gateway is fully PCI DSS Level I compliant and is subjected to further security credentials ensuring the County and your customers are provided a highly secure electronic payment solution.

2.0.2 PAYDIRECT WEB

FIS' PayDirect Web solution provides the County with a highly secure, user-friendly Web payment application with a multitude of options to meet your particular payment processing needs. The County can integrate your existing application(s) with our payment gateway for secure processing and reporting (via our API), or FIS can implement our own Web payment application developed to meet your specific needs. Whether you want to validate customers and let FIS handle the payment portion, or you prefer that FIS handle the entire payment process from beginning to end, FIS has the right solution for you.

2.0.3 PAYDIRECT POS

FIS offers and supports a convenient line of Point-of-Sale (POS) solutions that enables County employees to perform an immediate, real-time authorization of a customer's account during face-to-face transactions. Our POS solutions also enable the processing of mailed-in payments, as well as payments taken in a call center environment. FIS deploys and supports the *VeriFone Vx series* terminals (or comparable models) for accepting face-to-face credit and debit payments. These terminals allow the option to process payments through either a dial-up or broadband connection.

2.0.4 PAYDIRECT IVR

FIS is capable of processing payments through existing County IVR applications via our API or can develop a fully functioning IVR system for the County. FIS' IVR solution supports multi-lingual scripts, confirmation via fax, e-mail, or voice, multiple ports for ease of scalability, and customer interaction via touch-tone or voice recognition.

2.1 PAYDIRECT MERCHANT SUPPORT SERVICES

2.1.1 Project Management

With decades of combined experience, FIS' Project Management team will implement the County's project in the most efficient manner while maintaining a high level of quality and satisfaction. Members of our staff are either Project Management Professional (PMP) certified or are preparing for their certifications. The team adheres to the standard Project Management Institute (PMI) processes and methodologies for all project implementations.

2.1.2 Relationship Management, Client Support, & Customer Support

FIS will provide full support services to the County through our Relationship Management, Client Support, and Customer Support teams. A dedicated Relationship Manager will work closely with County leaders to manage business-related issues throughout the lifecycle of the contract. The Relationship Manager will become the County’s key contact, serving as a sounding board for ideas, a problem solver, and a source of information on new products, services, methods, and industry trends.

In addition, support services will be provided to the County and your customers through FIS’ Client and Customer Support teams. Our Client Support staff will provide on-going support for all service-related issues, while Customer Support will offer assistance to the County’s customers. Whether your customers want to make payments, need to verify payments, or have questions during the payment process, our support team is here to help 24/7. Our call center staff includes bi-lingual agents to offer support in English and Spanish.

2.1.3 Reporting

FIS provides reporting via our online reporting tool as well as through a Merchant Activity File that is made available for download via SFTP.

Our online reporting provides a suite of standardized reports, as well as the ability to create your own customized reports. The reporting tool allows the County to generate reports in real-time based on a variety of search criteria.

The Merchant Activity File is provided in a flat file format via SFTP after settlement cut time. This file allows the County to view successful transactions that occurred the previous business day and reconcile those transactions with bank transfers.

2.1.4 Marketing Services

FIS’ experienced Marketing team knows how to increase public awareness and drive consumer adoption. Our team has successfully implemented marketing campaigns for governments of all sizes. Our team will collaborate with the County to ensure increased usage of your electronic payment solution.

FIS’ PayDirect Solutions meets the requirements as outlined in the County’s RFP by providing:

- 2.1.4.1 Secure processing of *all* types of electronic payments (credit cards, debit cards, and ACH/electronic checks) through our PCI DSS Level I compliant system;
- 2.1.4.2 Fully integrated, user-friendly payment applications that are flexible to meet the needs of all participating departments;
- 2.1.4.3 Automated system including receiving information, processing transactions, and funds settlement;
- 2.1.4.4 A single source for 48-hour settlement of all payment types through all payment channels;
- 2.1.4.5 A robust online reporting tool with information on all transactions and settlements in real-time;
- 2.1.4.6 Dedicated project and relationship management representatives;
- 2.1.4.7 On-going customer support and training; and,
- 2.1.4.8 Flexible funding options – Agency-Absorbed and/or Convenience Fee funding.

2.2 **SCOPE OF WORK:**

2.2.1 The objectives of this contract is the following:

2.2.1.1 Expand payment services.

2.2.1.2 Provide services to the County including Counter Transactions, internet processing and IVR system transactions.

FIS has read and understands.

2.3 TECHNICAL REQUIREMENTS:

2.3.1 Processor will provide a transaction processing system for all departments in the County. Processor shall provide daily and monthly sales summaries by department. Sale summary data will include date and time of transaction, card number, amount, authorization code, total per department and total. All items needed for processing this service must be supplied, including but not limited to, merchant draft, debit and credit slips, equipment, etc.

FIS' proposed solution is designed to be utilized by all departments in the County. The flexibility of our solution allows the County to utilize any or all payment applications. It is your choice. Additionally, payment types and methods are flexible and can be configured to meet the unique needs of each department or transaction type. Further, new departments, payment types, and payment methods can be quickly added providing a solution that will carry you well into the future. Additionally, our solution includes Web-based reporting in real-time allowing the County to generate daily and monthly sales summaries per department. Sales summaries will include the date/time of transaction, last 4 digits of the card number, amount, authorization code, total per department, and overall total. FIS agrees to supply the County with all items needed for electronic payment processing including, but not limited to, merchant draft, debit and credit slips, equipment, etc.

2.3.2 Contractor must settle monies to be deposited via ACH to the designated bank account within 48 hours of the transaction, even if bank account is not at the contractor's financial institution.

With *FIS Settle*, FIS will settle all funds to the County's designated bank account within 48 hours of the transaction. Please note, transactions occurring over the weekend or during a holiday will be settled the next business day. FIS can settle to any receiving depository FI.

2.3.3 Contractor must assign a contact person who is responsible for the overall account.

The County will be assigned a dedicated FIS Relationship Manager who will be responsible for the overall account.

2.3.4 Contractor must be able to process American Express, by using Split Dial or Reverse P.I.P.

FIS maintains a direct relationship with American Express, and is fully capable of processing American Express transactions without requiring Split Dial or Reverse P.I.P.

2.3.5 Contractors shall be able to process both Gross Amount Transactions (convenience fee) and traditional (net of fees) transactions.

FIS is fully capable of processing both Gross Amount Transactions (convenience fee) and traditional (net of fees) transactions.

2.3.6 Payment Types Accepted

FIS' payment gateway is fully capable of processing credit, signature debit, PIN debit, PINless debit, and smart cards. We process all major credit cards (Visa, MasterCard, American Express, and Discover), as well as other specialty cards that may be requested by the County. FIS can also process all major debit networks. In fact, FIS owns and operates NYCE, one of the country's largest debit networks. In addition, FIS accepts payment via e-check/ACH.

Below are a few examples of the types of electronic payment we accept and process.

- Accel
- AFFN
- Alaska Option
- American Express
- BillMeLater
- Carte Blanche
- Diners Club
- Discover
- Interlink
- JCB
- Maestro
- MasterCard
- NYCE
- Pulse
- Shazam
- STAR
- STAR East/STAR West
- Visa

2.3.7 Settlement

All settlement funds will be transmitted to an account(s) as designated by the County through automated clearing house (ACH) entries or wire transfer. FIS offers the following settlement models:

- ▶ *Direct Settle* –Processor settles funds directly to the County typically within 48-72 hours.
 - County receives multiple ACH entries and multiple settlement reports.
 - Settlement is facilitated by the Processor.
 - Limited support and validation of funds movement performed by FIS personnel.

- ▶ *FIS Settle* –Processor settles with FIS. Funds are then consolidated and settled with the County within 24-48 hours of transaction cut time.
 - Single Point Settlement – County receives one set of settlement reports and one Automated Clearinghouse (ACH) entry for all payment activity.
 - Settlement is facilitated by FIS.
 - Full support and validation of funds movement can be performed by FIS personnel.
 - Next day funds availability via pre-funding and wire transfer.

Settlement timing can vary based upon the type of payment being taken or the type of settings the County elects to use. The daily cut off time for next day deposit via Fedwire** is 12:00 a.m. CST. The daily cut off time for next day deposit via ACH is 12:00 p.m. CST. FIS can also deposit funds via ACH with a cut off time of 12:00 a.m. CST. Following is a typical settlement schedule by payment type and settlement method.

| Payment Method | Transaction Day* | Direct Settle (ACH) | FIS Settle (ACH) | Pre-funded Settlement (Wire**) |
|--------------------------|------------------|-----------------------|-----------------------|--------------------------------|
| Bankcard (MC/Visa) | Day 0 | Day 2 (Business Days) | Day 2 (Business Days) | Day 1 (Business Days) |
| Non-Bankcard (Amex/Disc) | Day 0 | Day 3 (Business Days) | Day 2 (Business Days) | Day 1 (Business Days) |
| E-Check | Day 0 | Day 2 (Business Days) | Day 2 (Business Days) | Day 1 (Business Days) |

* Transactions occurring over the weekend or during a holiday are settled the next business day.

**Wired settlement may incur additional expenses.

FIS offers consolidated and split settlement capabilities as well. Consolidated settlement allows the County to receive one deposit for *all* payment types providing a streamlined reconciliation process. Split settlement allows settlement funds to be split amongst designated departments. All settlement data, including a breakdown of fees per application, is available in real-time via our online reporting tool.

2.3.8 Processing Program

As one of the world's top banking and payment technologies provider, FIS has direct connections into the nation's largest payment processors, processing and technology relationships with 40 of the 50 top global banks, and owns and operates the NYCE ATM/PIN debit network. These affiliations, coupled with our highly secure and reliable Internet payment gateway and government payment applications, make up our processing program. The following provides a detailed description of how our processing program works.

Once a payment is submitted by the Citizen through the Agency by way of FIS' government payment application, a request is sent through FIS' gateway to the Acquirer. The Acquirer then sends the request to the Network who then sends it to the Issuer for approval. Once the Issuer accepts or declines the request, a response is sent back through the Network to the Acquirer to FIS' gateway indicating such. Our gateway then provides the approval or decline message through the payment application back to the Citizen.

For payments that are authorized and settled through FIS, the Issuer settles the funds through the Fed to the Acquirer. The Acquirer then sends the settlement through FIS' gateway to the ODFI which is then sent to the RDFI. The funds are then deposited into the Agency's bank account.

For payments that are authorized and settled through the Acquirer, the Issuer settles the funds through the Fed to the Acquirer. Rather than being sent through FIS' gateway, the funds are sent directly to the RDFI who then deposits the funds into the Agency's bank account.

While FIS' processing program works much like others that are available, it is unique in two aspects. One, FIS offers a custom payment application that has been designed specifically for use by government agencies. FIS has utilized our years of experience working with various government agencies and has tailored our application to meet the unique needs of our government merchants. In addition, FIS' program offers a unique settlement function. With FIS settlement, the timeframe for Visa, MasterCard, Debit, and E-Check is the same as if settled by the Acquirer. However, funds for American Express and Discover are settled more quickly. Further, with FIS settlement, the Agency receives one deposit for all payment types rather than multiple, separate deposits as with the Acquirer.

2.3.9 Proposed Solution

FIS proposes our comprehensive Web, IVR, and Point-of-Sale (POS) solution to the County for accepting various payments electronically. By partnering with FIS, the County will be able to contract with a single vendor for all needs related to electronic payments, providing a single source of accountability for services provided. The flexibility of our solution allows the County to utilize any or all payment applications. It is your choice. Additionally, payment types and methods are flexible and can be configured to meet the unique needs of each department or transaction type. Further, new departments, payment types, and payment methods can be quickly added providing a solution that will carry you well into the future. The payment solution is fully hosted by FIS and integrates into our PCI DSS Level I compliant payment gateway for payment processing, ensuring high reliability and security at all times. Our solution includes:

- Access to our reliable and highly secure Internet payment processing gateway;
- Web and IVR applications that enable electronic payments over the Internet and telephone;
- POS terminals that enable electronic payments at client offices;
- All types of electronic payment processing (credit cards, debit cards, ACH/electronic checks, and BillMeLater);
- A single source for settlement of all payment types through all payment channels;
- Robust online reporting with information on all transactions and settlements in real-time; and,
- Professional implementation, training, marketing, and support services.

The following is a detailed narrative of our merchant card processing services.

2.3.9.1 Paydirect Internet Payment Gateway

The electronic payment solution FIS deploys for the County will integrate into our fully-hosted Internet payment gateway for payment processing and real-time reporting. Our gateway provides comprehensive functionality and exceptional security and dependability. It is fully PCI DSS Level I compliant, and has further security credentials via our Independent Validation and Verification (IV&V) certification granted through the U.S. Treasury Department. The high level of availability provided by our gateway is accomplished through a sophisticated array of redundant systems and protocols.

Our gateway connects directly into the nation's largest payment processors allowing the County to accept an array of payment methods. It is fully capable of processing credit, signature debit, PIN debit, PINless debit, and smart cards. It processes all major credit cards (Visa, MasterCard, American Express, and Discover), as well as other specialty cards that may be requested. Our gateway can also process all major debit networks. In fact, FIS owns and operates NYCE, one of the country's largest debit networks. In addition, FIS' gateway offers both one-time and recurring ACH payments.

As a secure alternative to credit cards, FIS accepts payments via BillMeLater. This quick and easy payment option allows customers to enter their date of birth and last four digits of their social security number to obtain a line of credit. Within just a few seconds, status of the credit check is granted. Upon approval, payment is made on behalf of the customer by BillMeLater. Approximately 10 days after their purchase, customers are sent a statement by BillMeLater with payment due in about 25 days.

One of the unique facets of FIS' gateway is its ability to accept and track up to six (6) County-defined fields of data, known as "user parts", along with a payment transaction. In addition to the standard fields of data FIS tracks per transaction, user parts enable the County to store additional data inside each individual transaction. This data is made available through our online reporting tool, as well as the merchant activity file that is available to the County for download. By utilizing user parts, the County can customize the information contained in each transaction. User parts have a length of up to 255 characters and may include data such as citizen account numbers, street address, registration number, etc.

Additional attributes of our gateway include, but are not limited to:

- Full compliance with Visa, MasterCard, American Express, and Discover
- Real-time authorizations
- PCI and VISA Pilot program for surcharging
- IV&V Certification for U.S. Treasury Dept.
- Supports multiple payment channels and methods
- Split settlement capabilities
- Consolidated settlement capabilities
- Seamless integration with the County's existing website(s)
- Duplicate and fraudulent payment prevention
- Automatic convenience fee calculation
- Real-time, customizable payment reporting services via the Internet

2.3.9.2 Paydirect Web Application

Application Programming Interface (API) Payment Flow

FIS' Application Programming Interface (API) offers a quick and easy way for the County to integrate existing software packages, applications, and systems with our payment gateway. The procedures necessary for developing to our gateway are detailed in our *Web Payment Gateway (API) Specifications* document, which may be provided upon request. By following these specifications, the County or your third party development firm(s) may interface existing applications or software with our payment gateway for payment processing and real-time reporting.

Once a transaction is initiated via the API, data is sent to FIS' gateway through an HTTPS post. Once the post is received, the data is transmitted to the back-end processor. A response is then received back from the processor and our database is updated. Return data is then sent to the County.

Transactions occur in real-time with responses sent back to the County within seconds. This immediate response enables the County to immediately post payment data to your information system, providing a record of the results of the transaction.

2.3.9.3 Pass-through Payment Flow

FIS' Pass-Through Payment Flow allows the County to validate customers and present billing information on your existing website and then link customers to our secure website for the actual entry of sensitive payment information. This payment flow works by providing a payment site that seamlessly integrates with the County's existing website(s), eliminating the need for the County to handle, transmit, or otherwise "touch" sensitive payment information. The County validates customers through your systems, while payment information is collected by FIS. Through a unique identifier assigned by the County, the balance of the customer's account is passed through to the payment pages designed and maintained by FIS. User-entered payment amounts are also available based upon the County's preference. FIS will build *Payment Entry and Payment Confirmation* pages that look and feel just like the pages on the County's existing website, allowing customers to make payments confidently and securely. We pass information indicating success back to the County's website for receipt presentation. This also allows real-time updates to the County's system.

2.3.9.4 In-flight Payment Flow

FIS' In-Flight Payment Flow allows the County to validate customers and present billing information on your existing website and then link customers to our secure website for the actual entry of sensitive payment information. This payment flow works by providing a payment site that seamlessly integrates with the County's existing website(s), eliminating the need for the County to handle, transmit, or otherwise "touch" sensitive payment information. The County validates customers through your systems while payment information is collected by FIS. Through a unique identifier assigned by the County, the balance of the customer's account is passed through to the payment pages designed and maintained by FIS. User-entered payment amounts are also available based upon the County's preference. FIS will build *Payment Entry, Payment Confirmation, and Receipt* pages that look and feel just like the pages on the County's existing website, allowing customers to make payments confidently and securely.

Customers appreciate this option because they can conveniently make payments in just 3 easy steps.



1. *Payment Entry Page.* After the customer is validated at the County’s website, he or she will access the payment page where payment information is keyed.
2. *Confirmation Page.* Once the payment information is keyed, a confirmation page displays allowing the customer to make any necessary changes.
3. *Receipt Page.* Upon submittal and authorization of the payment information, a printable receipt is provided with a confirmation number confirming the transaction.

2.3.9.5 Non-validating Payment Flow

FIS’ Non-Validating Payment Flow provides a payment site, accessible through a unique URL, that allows a citizen to enter their own payment obligation information. We then collect all payment information. FIS will build *Obligation Entry, Payment Entry, Payment Confirmation, and Receipt* pages, creating a customer-friendly, easy-to-use payment portal.

2.3.9.6 Validating Payment Flow

FIS’ Validating Payment Flow provides a payment site, accessible through a unique URL, with account validation and bill presentment capabilities. This payment flow allows customer account validation and the collection of payment details for all types of payments. It works by providing a Web-based transactional application that is accessed from the County’s existing website via a unique URL. Through an end user load file that is provided by the County, FIS is able to validate user information and present proper billing details. We then collect all payment information. FIS will build *Account Validation, Bill Presentment, Payment Entry, Payment Confirmation, and Receipt* pages, creating a customer-friendly, easy-to-use payment portal.

Below is a basic outline of our standard bill presentment and payment process.



1. The *Welcome & Bill Lookup* is the first page of the website customers will access. In most cases, the Welcome page provides a general application overview, bill sample, and lookup field boxes.
2. The *Bill Presentment* screen is used to display the customer's bill electronically and typically shows information such as name, address, city, state, zip, and amount due on the account.
3. The *Payment Information* screen is used to capture credit card payment information. This page will also display any convenience fee being charged.
4. The *Confirmation* screen is an overview page showing similar account information as on the Bill Presentment page, as well as the customer's credit/debit card information as entered on the Payment Information page. The customer may cancel his or her transaction at any time prior to final submission of the confirmation page.
5. The *Receipt* provides the customer with a unique transaction ID confirming his or her transaction.

2.3.9.7 Paydirect POS

FIS offers and supports a convenient line of Point-of-Sale (POS) solutions that enables County employees to perform an immediate, real-time authorization of a customer's account during face-to-face transactions.

2.3.9.7.1 Swipe Devices

FIS deploys and supports the *VeriFone Vx* series terminals (or comparable models) for accepting face-to-face credit and debit payments. These terminals allow the option to process payments through either a dial-up connection, WiFi, Ethernet, or, in the near future, cellular. They have a small counter-top footprint and are an all-in-one terminal, printer, and PINpad.

For manual transactions, FIS deploys the *Bartizan Manual Swipe* credit card imprinter (or comparable model). This device is very durable and provides an affordable option for accepting manual transactions at the point-of-sale and serving as a back-up to electronic terminals.

2.3.9.7.2 Pin entry Devices

County departments processing debit transactions may incorporate a *VeriFone PP1000se* external PINpad (or comparable model). These devices offer a compact design that is perfect for customer-entered PIN numbers at the sales counter.

2.3.9.7.3 Check reader devices

For those departments interested in accepting checks at the point-of-sale, we offer the *MagTek MiniMICR* check reader (or comparable model). This device connects directly to the VeriFone terminals making check-based payments just as convenient as credit and debit.

2.3.9.8 Paydirect Multipay V1.5

FIS utilizes our own *PayDirect MultiPay* application for use with the point-of-sale terminals. This application has the following features:

- Countertop terminal application
- Host-based transaction batching
- Fast, scalable set-up and integration
- Employs shopping cart functionality for multiple payments
- Supports up to 20 custom line items
- Enables customer reference number tracking
- Sales, voids, and refunds
- Accepts PINless Debit, PIN Debit, Visa, MC, Amex, Discover, & e-Check
- Transaction reporting at a user/terminal level
- Supports multiple connection options including:
 -  Dial-up
 -  TCP/IP (via Ethernet LAN)
 -  Cellular wireless via Verizon or Sprint PCS
- Supports multi-merchant capabilities
- Supports multiple settlement accounts
- Enables "Payment Items" tracking
- Employs user authentication with access privileges
- Supports customer-defined disclaimer on receipts
- Detects duplicate payments with an option to override
- Employs verbal authorization capability

- Automated system stays current with the most up-to-date release
- Utilizes SSL encryption
- Supports multiple users on the same device

2.3.9.9 Paydirect Virtual Terminal

FIS offers our exclusive *PayDirect Virtual Terminal* as a browser-based terminal solution for the County. This solution allows the County to use your existing computers as POS terminals that communicate through the Internet to process a variety of payments. *PayDirect Virtual Terminal* is perfect for transactions occurring at the point-of-sale, processing mailed-in credit card payments, or for call centers accepting payments via live operators. Following is a list of key features of our virtual terminal solution:

- Fast, scalable setup and integration
- No additional peripherals required
- Shopping Cart for multiple payments
- Unlimited custom line items
- Reference number
- Sales and refunds
- Accepts PINless debit, PIN debit, Visa, MC, Amex, and Discover
- Transaction reporting

2.3.9.10 Paydirect IVR

FIS is fully capable of accepting and processing payments made through existing IVR systems, or can develop and host custom IVR applications for the County. For existing IVR systems, the County may utilize our *Web Payment Gateway (API) Specifications* document to switch payment processing over to FIS. The IVR solution FIS develops for the County will be based on Interactive Intelligence's Customer Interaction Center IVR application suite. It will be a fully functioning, fully hosted, and integrated system.

FIS' IVR offers all of the basic features and services of a stand-alone interactive voice response system. Some of these include:

- Graphical application design tool
- Host mainframe and database interfaces
- Communications with third-party software applications, and open APIs.
- Supports unlimited DNIS/DID numbers for multiple IVR applications based on dialed number
- Key-ahead prompting
- IVR while in queue
- IVR transfers

In addition, our IVR provides the most flexibility with interfaces to other applications, such as voice messaging, e-mail, and Web interactions. Examples include adding an HTML interface to the IVR application, faxing documents based on the type of transaction being performed, and screen pop-ups to ACD agents based on IVR input. By offering multiple channels of communication including voice, fax, Web, etc., customers can be served based on their preferred method of communication. An example is the choice of an immediate e-mail confirmation of a voice-enabled transaction or a confirmation via fax. Database driven applications may also be performed, such as offering customer-specific menus based on their unique account type or status. The IVR can also consume Web services for customer verification and updates.

2.3.9.10.1 Language and Scripting

In addition to being fully functional, the FIS IVR offers unlimited flexibility in scripting choices. IVR scripts are broken into subroutines thus offering maximum choices in scripting and linking menus and scripts. Additionally, FIS provides a wide selection of male and female voice talent to choose from for the development and recording of the script, as well as multiple languages even within the same IVR. Language options available include English, Spanish, Italian, Cantonese Chinese, German, and French. FIS will develop scripts for each application with the County's requested input and approval, allowing ample time for the Project Manager to review the copy and make suggestions before the actual voice recording.

2.3.9.10.2 Scalability and Reliability

FIS' IVR solution possesses the capability to address incoming call volume for peak and non-peak times. The capacity of our IVR system can be increased to accommodate thousands of simultaneous calls. This means that our large-scale IVR systems are easier to manage and deploy. Since our IVR system is also designed for mission critical dial tone applications, it offers increased reliability, especially for high-scale applications.

2.3.10 Describe your ability to process credit cards both traditional and pre-authorized cards

FIS is fully capable of processing both traditional and pre-authorized cards.

2.3.11 Describe your ability to process debit cards.

FIS' gateway processes signature debit, PIN debit, and PINless debit transactions.

FIS and our processing partners utilize a bin management system and real-time network connections to differentiate between credit and debit. Our processing partners have direct links to proprietary, regional, and national debit card networks, including our own ATM/PIN debit network, NYCE. As a third-party processor, we pay the connect charges, facilitate the communication link to the networks, and commit the resources to develop, certify, and maintain the interfaces to the various debit switches. From time to time, FIS makes upgrades to the debit interfaces to meet changes in rules and regulations or to enhance the product offering.

The network interfaces include facilities to automatically update bank identification numbers (BINS) for each network. BINS represent network-member banks and all on-line transactions and avoid accepting out-of-network cards. FIS and our chosen processor can download the BIN files to the location level when a store is accepting transactions in an off-line mode. Local BIN files prevent acceptance of an out-of-network card.

2.3.12 Describe your ability to process E-checks in an on-line environment.

FIS offers one-time e-check payment acceptance through all of our payment applications. E-checks are any transaction comprised of a check account number, bank routing number, and check number that is performed by any electronic means. The request goes through FIS' gateway where the system verifies that the account is drawn on an existing routing number. Like bankcards and non-bankcards, FIS settles electronic check transactions within two (2) business days from the transaction day.

2.3.13 Describe your ability to provide a check guarantee service.

While FIS does not currently provide a check guarantee service through our government payments solution, we will be happy to discuss this requirement with the County. FIS is a proven ACH processor with more than 400 financial institutions using FIS as their authorized ACH origination and/or receiving processor. FIS "catches and passes" more than 3 million items daily and processes more than \$1.7 trillion annually.

- 2.3.14 Describe the level of support that will be provided during the implementation and after implementation.

At FIS, account representation is managed throughout the contract lifecycle using two different approaches.

2.3.14.1 Implementation Phase: During the development and implementation phases of the project, a dedicated Project Manager will be assigned to the County to act as a single point-of-contact. This resource will be responsible for facilitating all aspects of project communications and deliverables during the span of the project, as well as coordinating any training and technical support that may be required.

2.3.14.2 Post-Implementation Phase: Once the County's project is implemented, a formal hand-off will occur between FIS' Project Management and Relationship Management teams for continued support throughout the contract lifecycle. Your assigned FIS Relationship Manager will serve as the primary point-of contact for all business related matters. This resource will work closely with the County, as well as FIS' internal teams to ensure all issues and questions related to the payment processing solution are resolved and communicated in a timely manner. Further, your Relationship Manager will coordinate any additional training that may be necessary post-implementation.

In addition, FIS' Client Support team will provide on-going support for all product, service, and technical related issues once the County's project is implemented.

- 2.3.15 Indicate any other programs, ancillary services and procedures that you will offer and that might benefit the county.

For 35+ years, FIS has been providing innovative card processing solutions. Our Payment Solutions segment is focused on servicing the payment and electronic funds transfer needs of government agencies, U.S. banks, credit unions, automotive financial companies, commercial lenders, and independent community and savings institutions. Our product and service offerings in this segment include:

2.3.15.1 Debit and Electronic Funds Transfer. Our debit and electronic funds transfer processing options include multiple authorization options, settlement, and card management.

2.3.15.2 Merchant Processing. Our merchant processing provides everything an institution needs to manage its merchant portfolio including point-of-sale equipment, transaction authorization, draft capture, settlement, chargeback processing, and reporting.

2.3.15.3 Card Services. Thousands of clients utilize a combination of our technology and/or services to issue Vis, MasterCard or American Express branded credit and debit cards or other electronic payment cards for use by both consumer and business accounts, from card production and activation to an extensive range of fraud management services to value-added loyalty programs designed to increase card usage and fee-based revenues. The majority of our programs are full service, including most of the operations and support necessary for an issuer to operate a credit card program. We do not make credit decisions for our card issuing customers, nor do we fund their receivables.

2.3.15.4 Dynamic Loyalty and Rewards Programs. Loyalty and rewards programs help institutions improve customer account acquisition and retention rates, and further differentiate the brand. Once again, FIS is at the forefront of this market with more than 6,000 debit, credit, and checking account loyalty and rewards programs in place through its turnkey administration, dedicated cardholder website, and a full spectrum of professional customer and support services.

2.3.15.5 Prepaid Card Services. With over 200 million active accounts on file, we are one of the largest and most comprehensive providers of prepaid card services, including gift cards and reloadable cards, with end-to-end solutions for the development, processing, and

administration of stored value programs. FIS authorizes and processes more than 750 million transactions annually through our prepaid business.

2.3.16 Provide a description of all payment card reporting options.

2.3.16.1 Online reporting

FIS provides advanced, real-time transactional reporting via our online reporting tool. This tool allows authorized County employees to generate transaction, batch, and refund reports to verify and manage transaction history. The application is versatile in report creation and presentation, permitting users to omit displayed fields, change field names to coincide with customer/industry terminology, and save frequently generated reports. Reports may be grouped and sorted as well. In addition to the reporting features, refunds can be submitted and tracked online.

Our online reporting enables authorized users to run reports based on a variety of different search criteria. The *Basic Transaction Summary* report allows users to specify a date range and will return all the transactions that occurred within that date range along with a subtotal of those transactions. The *Advanced Transaction Summary* report allows users to search based on a number of different fields (last four of credit card number, receipt number, etc.) and will return all the transactions that matched that criteria. In addition, a *Batch Summary* report can be generated for any specific date. The Batch Summary is a single, consolidated report that allows for quick and easy reconciliation. This report shows the County what dollar amount will display in your settlement account that day. It includes the Batch ID, Settle Merchant Code, Batch Date, Status, Transaction Count, Total Amount, Adjust Count, Adjust Amount, and Batch Description. It also allows the County to drill down to individual batches and transactions per sales outlet. All reports are available 24 hours a day, 7 days a week. Transaction data is available for a period of 7 years.

Key features include:

- ✓ Transaction history review
- ✓ Customized reconciliation reports
- ✓ Transaction, monthly, refund, line item, and batch summary reports
- ✓ Location activity tracking
- ✓ Convenience fee reporting
- ✓ Credit card, debit card, and check volume analysis
- ✓ Ad-hoc queries using the search tool
- ✓ Display and print reports in chart or graph form
- ✓ Browse transaction level detail
- ✓ View new retrieval requests daily
- ✓ Export data to XML, CSV, TIFF, PDF, Web Archive, and Excel

2.3.16.2 Merchant Activity File

In addition to the online reporting, FIS generates a daily, custom *Merchant Activity File (MAF)* in a flat file format that may be retrieved via our secure FTP site. Produced at the close of business each day, this file allows the County to reconcile transactions and update systems with payment information. The Merchant Activity File is created 3 to 4 hours after settlement cut time and includes transaction data that is generated from settlement batches. The data files available within the merchant activity file are all data components associated within a transaction.

During the implementation process, FIS will collaborate with County personnel to develop a custom Merchant Activity File layout based on your individual specifications. Below are the various fields that may be included in the file.

| | | |
|-----------------------|---------------------------|-------------------------|
| Transaction ID | Time Stamp | Merchant Time Stamp |
| Merchant Account | Payment Type | Transaction \$ Amount |
| Convenience \$ Fee | Merchant's \$ Amount | Card/Check Last 4 |
| Card/Check Extra Data | User Part 1 | User Part 2 |
| User Part 3 | User Part 4 | User Part 5 |
| User Part 6 | Account/Billing Full Name | Account/Billing Address |
| Account/Billing City | Account/Billing State | Account/Billing Zip |
| Account/Billing Email | Account/Billing Phone | Authorization Code |

2.3.17 Describe in detail your dispute and chargeback processing procedures.

A full discussion of our dispute and chargeback procedures has been included as Exhibit B-1.

2.3.18 Provide a description and sample of monthly statement.

Within fifteen (15) days after month end, FIS will provide a detailed invoice to the County indicating all amounts due. Invoices are e-mailed monthly on company letterhead and include the billing address, remittance address, account number, invoice date and number, payment terms, and billing period. The detailed invoice will be itemized to include sales totals, interchange fees, dollar volume, markup, and total. It will also include any fees/dues and assessments, all other contractual processing costs, and ancillary fees. All payments may be paid via check, ACH, or wire transfer. Payment is typically due within thirty (30) days of receipt. FIS can also debit the County's account on the last day of the month, if desired

2.3.19 Describe your systems compatibility with Microsoft's Internet E-Commerce software package.

FIS provides an Application Programming Interface (API) and standard pass-through and endpoint model Web applications that are fully capable of integrating into any software package, including Microsoft's Internet E-Commerce software package.

2.3.20 Provide a list of types of terminals and printers (etc) you recommend?

FIS deploys and supports the following terminals for accepting face-to-face credit and debit payments:

| | |
|-----------------------|-----------------------|
| Swipe Devices: | VeriFone Vx series |
| Manual Swipe Devices: | Bartizan Manual Swipe |
| PIN Entry Devices: | VeriFone PP1000se |
| Check Reader Devices: | MagTek MiniMICR |

2.3.20.1 Will the terminals accept pin pads for debit card processing?

Yes. The VeriFone Vx series terminals have pin pads built-in for debit card processing. The VeriFone PP1000se can also be connected to allow for customer-entered PIN numbers at the point-of-sale.

2.3.20.2 If the terminal or printers malfunctions, how quickly will they be replaced?

The following are procedures for repairing/replacing equipment.

2.3.20.2.1 Repair and Replacement

The County will notify FIS' Client Support team when equipment repair/replacement is necessary. All orders will be managed by FIS' POS Operations Manager.

The County will specify equipment type(s), terminal ID(s) (if applicable), serial number(s), download software application(s) and testing instructions for particular equipment devices to Client Support via established communication methods.

FIS will order fully refurbished replacement equipment of the same make and model and appropriate peripherals through deployment services vendor who will download software application and inject debit keys onto such equipment and test such software on the equipment before redeployment. If same make and model is not available, a compatible model will be ordered and shipped in order to expedite delivery of the replacement request.

FIS will print and include in the shipment, return shipping instructions for damaged/non-functioning equipment and/or peripherals.

2.3.20.2.2 On-Time Shipment

Qualifying orders for On-Time Shipment are defined as follows:

Cut Off: Qualifying orders must be submitted by the cut off times as *defined* in this section.

Repair/replacement orders 2:00 PM PT/5:00 PM ET

Just In Time certified items. Qualifying items are certified for Same Day Shipping.

Errors and Exceptions. Orders for which FIS or deployment services *vendor* encounters errors in the course of executing County specified configuration instructions do not qualify for inclusion in Same Day Shipping.

Orders submitted after Cut Off will not be counted on the day that they are submitted but will be counted on the following day.

2.3.21 Provide a description of all security features of your software and/or program.

Security of data is of the utmost importance to FIS. As such, we offer a fully PCI DSS Level I audited and compliant electronic payment solution. Our PCI process consists of an annual on-site audit performed by a Visa authorized security auditor. This audit includes one week at our location to perform vulnerability scans, but the overall process takes 6-8 weeks and includes a full audit of our security policies. We also are required to have a third party auditor perform quarterly vulnerability scans over the Internet. Ambiron TrustWave performs the annual on-site scan, as well as monthly announced and unannounced scans. Quarterly scans are performed by Security Metrics. Both of these companies can be found on the authorized auditor list at Visa.com.

In addition, FIS is subject to an annual IRS Security Audit that audits against NIST, FIPS 140-2, and FISMA requirements. These audits include application scanning, vulnerability scans, penetration testing, network scans, and other intrusive procedures.

To further ensure we provide a highly secure solution, FIS is monitored monthly by internal audits and quarterly scans performed by third party professionals. We are IRS IV & V certified and equipped with such advanced intrusion detection appliances as event correlation, packet filtering, and denial of service defense. Our payment system maintains multiple layers of security devices, firewalls, and NetScalers. Further, our systems have the ability to use Address Verification Service (AVS), Card Verification Value (CVV2), Card Validation Code (CVC2), Cardholder ID (CID), Card Security Code (3CSC), and other tools to prevent fraud and misuse.

FIS' systems are fully protected by Secured Socket Layer (SSL) security. Transaction information is audited, encrypted, and archived in a manner that meets or exceeds the standards defined by Visa, the IRS, and industry best practices. All financial and confidential data transmitted over the Internet is encrypted using a minimum of 128-bit Secure Socket Layer (SSL) encryption. FIS systems are also protected by Secure Sockets Layer (SSL) security, using a public certificate authority to ensure that connected clients are indeed on our systems.

We employ a role-based security approach by granting access to the data contained in our systems to authorized personnel only. Granting of access is made on a need-to-know basis and is terminated immediately when users no longer require access to the system. Access control features of MS WIN2K3 and SQL Server are used to grant access to data and functionality. Within Windows 2003, developers are granted the permissions necessary to modify application programs and access the

database. They are restricted to accessing only those administrative tools, utilities, and directories that are essential. Limited privilege accounts are established for transferring files from various interfacing systems/applications. The SQL Server DAC mechanisms are used to define and distinguish access permissions for users and groups within FIS and within the domain. FIS uses both intrusion detection and intrusion prevention systems along with firewalls and anti-virus programs to secure the system environments. We utilize Secure FTP and VPNs to exchange sensitive data.

Finally, FIS takes a multi-tiered approach to data security and system integrity in an environment with isolated logical and physical networks. This layered approach relies upon no single method to protect everything. FIS employs many highly advanced security hardware, software, and protocols to protect our system including:

- Cisco Monitoring, Analysis, and Response System (MARS) appliance hardware for network intrusion detection and prevention;
- Cisco MARS Event Correlation to examine and compare behavior across the networks and at various levels;
- Cisco Security Agent (CSA) for an endpoint intrusion detection system, protecting each machine on the network at a device level. This software prevents all actions on that machine and must be taught proper behavior. All other behavior is presumed malicious and is blocked;
- Intrusion Prevention Systems deployed on all networks, logical and physical; and,
- Use of a variety of overlapping monitoring tools so that there is no single reliance upon any single monitoring package and eliminating any single point of failure.

2.3.22 Usage Report:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

A quarterly usage report delineating the acquisition activity governed by the contract will be provided to the County by your assigned FIS Relationship Manager. The format of the report will be approved by the County and will contain the quantity and dollar value of each contract item by individual unit.

2.3.23 Training:

The Contractor shall provide training of County personnel in the use and care of the equipment as required.

FIS will provide full training services to County personnel as part of the initial project installation. We are committed to providing the highest quality training and education programs in the industry. Well-trained employees of both FIS and the County are vital to the electronic payment solution's success. As such, we will offer thorough education throughout the implementation process and in our continuing education programs.

Since each project is customized to a client's specific needs, we design and develop training on a case-by case basis. Our team has discovered that by working closely with the client throughout the design, development, and implementation of their project, the need for training is significantly reduced. As a result, the training program that we develop will be tailored to the County's particular needs and choice of electronic payment services.

Initial training focuses on utilizing all payment processing equipment and systems, utilizing administrative site functions, such as our online reporting tool, and fraud awareness. We also provide information regarding compliance and regulatory requirements. As new agencies implement the payment solution, we provide appropriate training to familiarize them with the electronic payment processing services as well.

We have a variety of training methods available:

- On-Site Instructor-led Workshops – FIS professionals are well equipped to conduct live training sessions at County facilities. We will provide all documentation related to training and only require that the County provide workstations with Internet access for demonstrations and hands-on exercises.
- Virtual Training – We utilize virtual training, via the Internet, to deliver many of our training programs, both for converting and existing clients. These virtual training programs, led by a live instructor, provide another efficient option for the County to participate in the training offered by FIS.
- Build-your-own Training Team - Our training professionals can conduct on-site, train-the-trainer sessions to assist the County in building your own training team. Our team can offer advice in creating training programs to complement our systems and fulfill the County’s unique requirements.

Regardless of how the County would like to see your staff trained, FIS is extremely well versed at this task. We are happy to collaborate with the County in developing and implementing a training program that meets the specific needs of your employees. We are committed to providing on-going training and support as necessary.

2.3.24 List of Equipment Proposed

POS Equipment*

| | |
|-----------------------|-----------------------|
| Swipe Devices: | VeriFone Vx series |
| Manual Swipe Devices: | Bartizan Manual Swipe |
| PIN Entry Devices: | VeriFone PP1000se |
| Check Reader Devices: | MagTek MiniMICR |

FIS provides a fully hosted solution including the development, testing, staging, production, and reporting environments. No additional hardware or software will be required of the County, with the exception of any point-of-sale equipment the County wishes to utilize. FIS deploys and supports the terminals as listed above for accepting payments at the point-of-sale.

Additionally, County workstations must be able to connect to the Internet. All modern browsers should support FIS’ payment applications. However, FIS conducts testing and our applications are best supported using Internet Explorer 5.5 or higher. FIS’ online reporting tool is best supported on the Web browser Internet Explorer, version 6.0 or higher.

FIS will make every effort to deploy terminals as described. However, we may be required to deploy comparable models due to product discontinuation or compliance issues.

2.3.25 Other services:

Other services may be added to this contract with the agreement of both parties. These may include but are not limited to other offerings that the contractor may propose having to do with Payment Kiosks, Deposit Systems for various departments and pre-paid Credit (Gift/Incentive) Cards. These services shall be added as a contract amendment (see section 5.13 of the contract).

2.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

EXHIBIT B-1 TRANSACTION REVERSAL PROCEDURES

1.0 Transaction Reversal Procedures

During the normal course of electronic payment processing, transaction reversals are inevitable. Common reasons for credit/debit card reversals are duplicate processing, customer not recognizing the charge, and fraud. Examples of electronic check returns are insufficient funds, closed account, and incorrect account number. Transaction reversals include voids, refunds, chargebacks, and electronic check returns. The following provides FIS' standard procedures for each of these.1

2.0 VOIDS & REFUNDS

Client personnel may be given the ability to initiate full or partial refunds on successful authorizations through FIS' online reporting tool. Authorized users may also initiate refunds directly at the point-of-sale. FIS never processes refunds without prior consent from the client. There are a variety of refund models that have been defined and FIS works with our clients to define the appropriate one for their customer base.

Transactions reversed prior to the cut-off time are considered "voided". These transactions never settle to the client's designated account. Transactions reversed after the cut-off time are considered "refunded". These transactions initially settle to the designated client account and are later reversed. The following void and refund processes are for credit and signature debit.

2.0.1 Void Process

1. Customer submits a card for payment.
2. A record is created in FIS' internal database and the request for authorization is sent through our payment gateway.
3. The request goes through the gateway, to the appropriate processor, to the card issuer (Bank, Card Company, or Credit Union) for authorization.
4. An "approval" is sent back through the processor to our payment gateway.
5. Notation is made in FIS' internal database and the customer receives a receipt confirming the success of his/her transaction.
6. FIS places the transaction in a batch with the backend processor. Transactions continue to accrue until the batch is closed.
7. Before the batch is closed, an authorized party (typically a representative from FIS or the client) initiates a void. The void removes the authorized transaction from the batch.
8. The batch is then settled at its normal time without the authorized transaction.
9. Once the deposit is made and reconciliation begins, the transaction will display as a transaction and void via the online reporting tool, thus balancing the credit and debit.

Note: The customer's card may retain the authorization for a period of 3-5 days. If this occurs, the customer may notice a "hold" on their available funds until the authorization is released by their card issuer.

2.0.2 Refund Process

10. Customer submits a card for payment.
11. A record is created in FIS' internal database and the request for authorization is sent through our payment gateway.

12. The request goes through the gateway, to the appropriate processor, to the card issuer (Bank, Card Company, or Credit Union) for authorization.
13. An “approval” is sent back through the processor to our payment gateway.
14. Notation is made in FIS’ internal database and the customer receives a receipt confirming the success of his/her transaction.
15. FIS places the transaction in a batch with the backend processor. Transactions continue to accrue until the batch is closed.
16. The batch is then settled and a deposit is made into the client’s settlement account.
17. After the batch has closed, an authorized party (typically a representative from FIS or the client) initiates a credit. The credit creates a new transaction in a later batch. This transaction goes through the same settlement process and eventually results in a debit to the client’s settlement account.
18. The client now has the deposit from the original batch (including funds for the transaction), as well as a debit from the later batch (removing the funds for the transaction).
19. Both transactions will display through the online reporting tool.

Note: This process will vary depending upon the refund model selected by the client.

2.1 CHARGEBACKS

A chargeback is a dispute resulting in reversed funds. FIS is committed to responding to both inquiry and chargeback notifications in a timely and thorough manner. The following describes the process of handling chargebacks and inquiries.

2.1.1 Inquiry vs. Chargeback

The typical chargeback scenario occurs when a cardholder receives his/her credit card statement and notices a charge that is not recognized. The cardholder calls the card Issuer and initiates one of two processes:

2.1.2 Request for Information (RFI) or Inquiry

This is simply a request from the card issuer to find out more information about the transaction.

2.1.2.1 **Inquiry Initiation** - The request comes from the cardholder through the card issuer, to the association, to the processor, to FIS, to the client. The cardholder may have to submit the request in writing for some inquiry types.

2.1.2.2 **Response to Inquiry** - The response to the inquiry follows the reverse path and must be completed within 30 days. FIS will provide as much time to respond back to the card issuer as possible, but is limited by the turnaround time of each step in the process.

2.1.2.3 **Disposition** – If the inquiry response is acceptable, the file is closed. If the inquiry response is not acceptable, the issuer can request more information or initiate a chargeback. Not all inquiries will result in a chargeback. However, if the client does not respond to the inquiry, a chargeback will occur.

2.2 Chargeback

A chargeback occurs when the card issuer reverses the transaction.

2.2.1 **Chargeback Initiation** - The request, usually in writing, comes from the cardholder through the card issuer, to the association, to the processor, to FIS, to the client. There are many reasons the card issuer may initiate a chargeback, such as fraud, duplicate transaction, or failure to receive service or merchandise, among many others.

2.2.2 **Response to Chargeback Notification** - This process must be initiated within 120 days from the transaction date. (This date may be different in some cases due to the circumstances of the issue. For example, a cardholder and the client may have agreed to refund the transaction. However, after a period of time, the cardholder does not receive the refund. The card issuer sets the initiation time period from the date of the last conversation between the client and cardholder.)

The process is usually completed within 45 days. FIS will provide as much time to respond back to the card issuer as possible, but is limited by the turnaround time of each step in the process.

2.2.3 **Disposition** – If the card issuer accepts the response from the client, the chargeback is reversed and the client is credited for the transaction. If not, the client's debit remains.

In some cases, a new chargeback on the same transaction may occur. In these cases, the same chargeback process will go into effect.

The main difference between an inquiry and a chargeback is that at the time the chargeback is initiated, the card issuer reverses the transaction and debits FIS' bank account. FIS will invoice/debit the client's account in accordance with the merchant agreement.

2.2.4 Causes of Chargebacks

While there are many reasons to initiate a chargeback, the most frequently noted reasons include:

2.2.4.1 **Service Not Received** – This most often occurs when the customer has incorrectly keyed his/her identification or bill number. Notices are later sent stating that funds are still due.

2.2.4.2 **Duplicate Transaction** – This includes charges that may be clear duplicates, but were missed by our duplicate checking system. They may also include transactions that the customer believes to be duplicates, but are unique to us.

2.2.4.3 **Charge Unrecognized** – The customer does not recognize the description on his/her card statement.

2.2.4.4 **Required Information Not Provided** – If a retrieval request is not answered to the satisfaction of the card issuer or customer, they may respond with a full chargeback. In this case, the customer may not recognize the charge and is trying to obtain documentation.

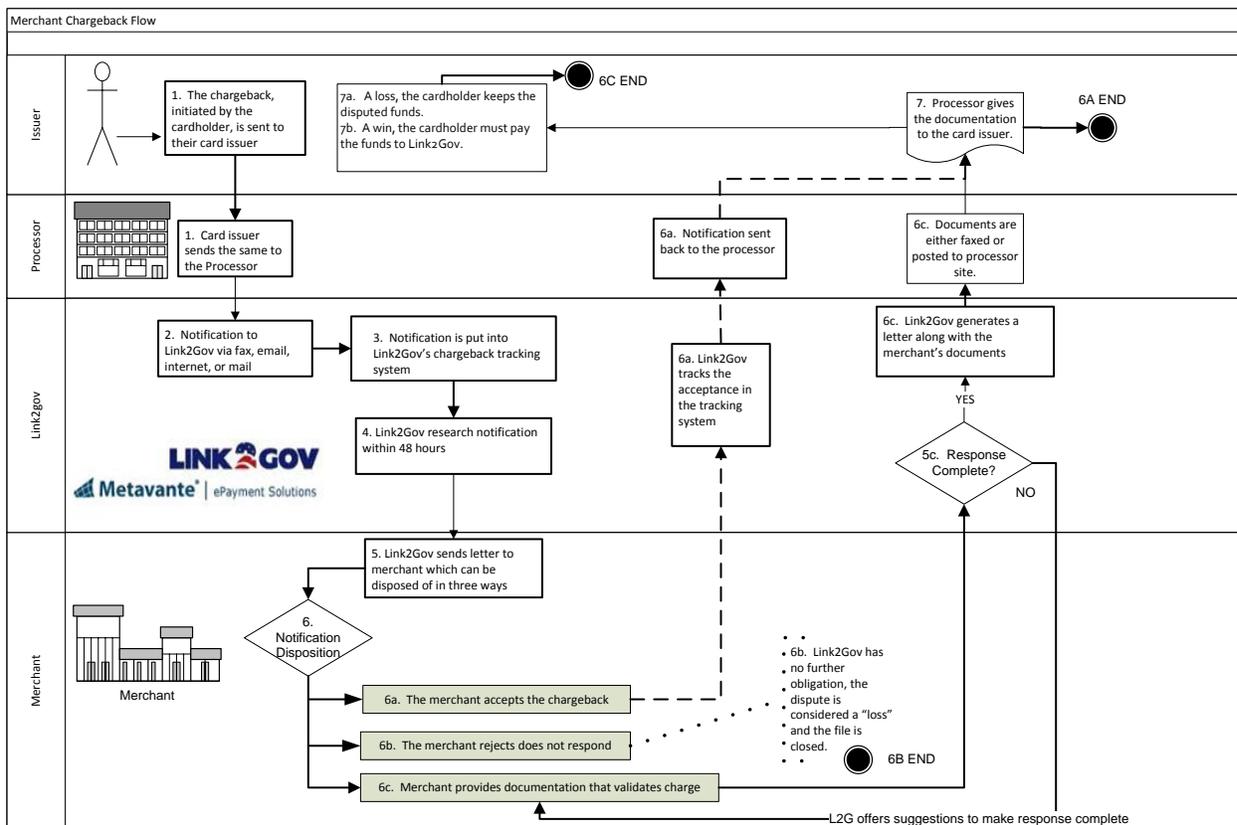
2.2.5 Overview of the FIS Chargeback Process

1. The chargeback, initiated by the cardholder, is sent to the card issuer who, in turn, sends it to the processor.
2. The processor sends the chargeback notification to FIS via fax, e-mail, Internet, or mail.
3. When FIS receives an inquiry or chargeback from the processor, it is entered in our chargeback database within 24 hours of receipt.
4. FIS then reviews and researches each chargeback or inquiry to determine if we can respond on behalf of the client. This review is typically completed within 48 hours after being entered into the chargeback database.
5. After the review and research, FIS sends a letter (via e-mail or fax) to the client describing the cardholder action that has taken place and requests additional available information and support from the client regarding the nature of the transaction and its validity. (FIS will provide as much time as possible for the client to respond, but the timeframe is not controlled by FIS.) The client receives one of two letters and a request for any additional information necessary for responding to the dispute. The specific letter is based on the following:
 - An inquiry was received and the client needs to provide additional information in order for FIS to respond to the request.
 - A chargeback was received and the cardholder's money was returned by the bank. The client needs to provide additional information in order for FIS to respond to the request.
6. The notification can be disposed as follows:
 - The client accepts the chargeback. FIS tracks the acceptance and sends the notification back to the processor.
 - The client rejects the chargeback, but does not respond. FIS has no further obligation. The dispute is considered a "loss" and the file is closed.
 - The client provides documentation that validates the charge. FIS reviews the response. If the response is complete, FIS forwards it to the processor within 24 hours from receipt of the letter. If the response is incomplete, FIS responds back to the client and offers suggestions for completing the response. If the client does not respond back in one (1) day or the remaining time left to respond, FIS forwards the incomplete response to the processor.
7. The processor gives the documentation to the card issuer.
8. The card issuer returns a decision to the processor, and the processor sends a response to FIS.
9. If the chargeback is considered a loss, the cardholder keeps the disputed funds.
10. If the chargeback is considered a win, the cardholder's financial institution returns the funds to FIS.

Note: A cardholder can dispute a chargeback decision a second time.

Note: American Express and Discover are both the Card Issuer and the Processor.

Chargeback Flow



2.2.5.1 Merchant Chargeback Notification

Clients participating in the credit card system must be aware of the cardholder's right to chargeback a transaction. Clients should be aware of the following:

- ✓ A chargeback is initiated by the cardholder's issuing bank, not FIS.
- ✓ The chargeback process is one which ordinarily favors the cardholder rather than the client.
- ✓ A chargeback does not mean that the client is without recourse. What it may mean, however, is that the client will have to pursue a private collection action against the customer.
- ✓ A cardholder's right to chargeback is very broad. The cardholder simply has to file a verbal or written dispute with the card issuer. The issuer must then charge the item back.
- ✓ An authorization does not guarantee the sale should the cardholder dispute it.
- ✓ A cardholder has significant rights to return merchandise. Should the cardholder claim he/she was not made aware of the disclosure (the client's return policy), a chargeback may likely be initiated.

- ✓ FIS is simply the messenger when a chargeback is initiated by a cardholder. FIS must process the chargeback to the client's account per the Card Association's rules and regulations.

2.2.5.2 Responses to Inquiries and Chargebacks

When the client responds to an inquiry or chargeback, the response should specifically address the reason for the chargeback. For example, if the chargeback is due to a duplicate transaction, the response should address the nature of both transactions in a language that is easily understood. If print screens are used to provide proof of the transactions, they should also be easily understood. They should not provide redundant information. Please be aware that the issuer already knows two transactions occurred. The issuer wants to ensure the transactions were not made in error.

2.2.5.3 Chargeback Decisions and Fees

FIS does not make any decisions regarding the disposition of a chargeback request or dispute. FIS simply facilitates the provision of information so that a final decision can be made.

FIS invoices the client on a monthly basis for the previous month's activities. Invoice generation is not dependent on resolving chargeback disputes.

2.2.5.4 Chargeback Terms

| Term | Definition |
|--------------------------|--|
| AVS | Address Verification Service - A service that compares the street and zip that we send to the processor to those listed on the cardholder's account. |
| Chargeback | The financial reversal of the whole transaction or part of the transaction. |
| CVV2 | Card Verification Value 2 = The 3-digit number on the back of the card used to verify that the card is in the hands of the customer. |
| Disclosures | Refund and other policies that must be listed on a printable receipt or near the signature line. |
| Card Issuer | The financial institution that issued the credit card in question. |
| Merchant Bank | The financial institution that FIS utilizes to process credit cards. |
| Retrieval Request | The request made by the card issuer to the merchant for certain information. |

2.2.5.5 Electronic Check Returns

For electronic checks that are returned for insufficient funds, FIS makes an additional attempt to collect. In the situation where the customer has entered an incorrect checking account number, FIS attempts to contact the customer to resolve the issue. For all items deemed uncollectible, FIS documents those items separately in the daily electronic file. The daily ACH comprises a credit for the payments received and a debit to the client's account for the adjustments processed. If FIS is not permitted to debit a client's account, we will work with the client to determine an alternate process that is suitable to both parties.

CERTEGY CHECK SERVICES ADDENDUM WELCOME CHECK WARRANTY SERVICES WITH ELEC CHECK

This Certegy Check Services Addendum (this "Addendum") dated as of the Effective Date describes the Services to be provided by Certegy Check Services, Inc. a Delaware corporation ("Certegy") to Maricopa County of Phoenix, AZ ("Client") and is an Addendum to the Contract Pursuant to Serial 10104-ITN signed by Client and Certegy's affiliate, ~~Fidelity Information Services, Inc~~ **LINK2GOV CORP** (the "Contract"). If there is any conflict between the provisions of this Addendum and the Contract, the provisions of this Addendum shall control with respect to the Services provided pursuant to this Addendum.

1. **Engagement.** For Client's point of sale Locations for Animal Care and Control only, Client exclusively engages Certegy to act as its agent for the sole purpose of providing check authorization services and electronic check conversion services to convert checks into an electronic funds transfer ("EFT Check") in accordance with this Addendum in order to assist Client with the origination and acceptance of check transactions and with check sales risk management (the "Service") in the United States. For purposes of this Addendum, the term "Check" shall include both an EFT Check and/or a check in a paper format ("Paper Check") unless specifically indicated otherwise.

2. **Term.** This Addendum is effective September 1, 2011 ("Effective Date"), upon its acceptance by Certegy in St. Petersburg, Florida, and shall remain in effect for an initial period of one (1) year. After the initial period, the term shall be extended automatically for successive one (1) month periods. Either party may terminate this Addendum as of the end of the then current period by giving written notice at least thirty (30) days prior to the end of that period. The term of this Addendum, or its termination, shall in no way effect the term of the Agreement.

3. **Fees.**

3.1 Client shall pay Certegy, in St. Petersburg/Tampa, Florida within twenty (20) days of the applicable invoice date the following fees:

- (a) 1.00% of the Check amount ("Rate") for each authorized "Check", as defined in subsection 4.1;
- (b) a surcharge of \$2.00 for each initial authorization request by telephone;
- (c) a minimum fee of \$50.00 per full or partial month for all "Locations" (corporate), as defined in subsection 4.1 exclusive of the set-up fee and any charges for telephonic authorization requests;
- (d) a one-time set-up fee of \$125.00 for all initial Locations;
- (e) a Transaction fee of \$0.20 per transaction.
- (f) an EFT Check Recall or Correction fee of \$25.00 per item :(manual adjustment of EFT Check incorrectly sent to Certegy which has been transmitted by Certegy as an EFT Check); and
- (g) Client understands and agrees that in the event Certegy provides other services or technical work in addition to or outside the scope of the Services pursuant to this Addendum, Certegy will charge its then-current rates for any additional Services or other technical work Client may request in accordance with a separate statement of work or agreement.

3.2 Client authorizes Certegy, or its agent, to electronically collect all amounts owed under this Addendum via a monthly automated clearing house ("ACH") transfer, pursuant to the rules of the National ACH Association, from Client's financial account ("Account") identified by Client to Certegy. Client shall

provide Certegy with written notice of any change in the Account information, within three (3) business days of the date of the change. Client's financial institution is solely responsible for properly applying all credits and debits to Client's Account. In the event an ACH transfer attempt fails or is not used by Certegy, Client shall pay Certegy in St. Petersburg/Tampa, Florida all fees owed within thirty (30) days of the applicable invoice date. In the event Certegy is required to submit its invoices to Client via a web-based or other electronic accounts payable system, Client shall pay Certegy a facilitation fee of \$30.00 per month. Client further authorizes Certegy to electronically credit or debit Client's Account for purposes of (i) crediting those EFT Checks authorized by Certegy; or (ii) debiting those EFT Checks which are dishonored and do not otherwise qualify for coverage under the Addendum.

4. **Authorization.**

4.1 Except as set forth below, Client shall exclusively request authorization from Certegy for all Checks drawn on U.S. or Canadian domiciled financial institutions ("Institutions") in U.S. dollars ("Checks") presented by businesses or individuals (collectively, "Checkwriters") at any of the facilities listed on Exhibit "A" attached to this Addendum (collectively, "Locations") prior to the Checkwriter leaving the Location. Client may add Locations at any time; however, Locations may not be deleted unless Client completely discontinues business at that Location or the Location ceases accepting checks as a payment tender. Certegy may modify its fees if Locations are added or deleted. Certegy makes no representation or warranty that it will be available to respond to every authorization request from Client, and Client should make alternative arrangements for times when the Service is unavailable.

(a) To request authorization for a Paper Check, Client shall transmit to Certegy, using the correct station number: (i) the dollar amount of the Check; (ii) the commercially imprinted and serialized number of the Check ("Check Number"); (iii) the magnetic ink character recognition ("MICR") number of the Check which is made up of the Institution's transit and routing number and Checkwriter's account number; (iv) the Checkwriter's government-issued driver's license or identification card number together with the issuing state or province ("License Number"); and the Checkwriter's 10-digit telephone number.

(b) To request authorization for an EFT Check, Client shall only accept a Check that (i) has not been previously negotiated; (ii) has not been previously voided; (iii) contains a pre-printed serial number; and (iv) does not contain an Auxiliary On-U's field in the MICR line.

(c) Client shall not attempt to convert a Check to an EFT Check if it (i) contains an Auxiliary On-U's field in the MICR line; (ii) is a third party check; (iii) is a credit card check, line of credit check or an investment check; (iv) is an obligation of a financial institution, e.g. cashier's check, money order, traveler's check, official check; (v) is a check drawn on any government entity; or (vi) is a check payable in a medium other than United States currency. Additionally, Client shall not request authorization of an EFT Check in excess of \$25,000 or any other type of check Certegy notifies Client is ineligible for authorization as an EFT Check.

4.2 The authorization provided by Certegy will instruct the Client whether to process the Check as an EFT Check or deposit the Check in paper form. If a Paper Check is authorized, Client shall record the applicable authorization number on the Paper Check, but if a Paper Check is not authorized, and Client determines that it will not otherwise accept the Check, Client shall politely and discreetly advise the Checkwriter of this fact and provide the Checkwriter with a Certegy-supplied card, describing how to contact Certegy directly. Following receipt of the message that the Check can be converted into an EFT Check, Certegy will send an approval message to Client and Client shall produce a receipt containing Certegy-approved authorization language (alternatively, the receipt may be produced in electronic form containing Certegy-approved authorization language). Client will instruct the Checkwriter to read and sign the authorization receipt (either the hard copy or electronically, provided that Client is able to reproduce the signature for Certegy upon request) ("Authorization Receipt"). Regardless of how the Checkwriter's signature is captured, Client must (i) retain the original Authorization Receipt, and (ii) provide a copy of the Authorization Receipt to the Checkwriter. The Authorization Receipt must contain the following: (i) the Client's name, (ii) Client's and Certegy's telephone number, (iii) date of transaction, (iv) the EFT Check amount, (v) the Check Number, (vi) Client's identifying number (or other unique number that identifies the

location of the transaction), (vii) terminal city, and (viii) terminal state. All original Authorization Receipts must be retained by Client for at least two (2) years and be made available to Certegy within seven (7) business days of Certegy's request. If the Checkwriter refuses to execute the Authorization Receipt, Client will follow Certegy's instructions for terminating the EFT Check and/or seeking authorization of the Check for deposit in paper form.

4.3 Following authorization of an EFT Check and completion of the Authorization Receipt by Checkwriter, Client will return the Check to the Checkwriter. All Checks authorized by Certegy for conversion into an EFT Check must be "voided" to eliminate the possibility of a manual deposit. The stamp must be made on the center of the front of the Check so that it will not block the Checkwriter information or the MICR Number, and the Check must be returned to the Checkwriter. In no event should an EFT Check be deposited by Client into Client's account. If an EFT Check is deposited into Client's account, Client shall, in addition to the remedies provided for in the Addendum, be responsible for all bank charges incurred by Client, Certegy or the Checkwriter, including without limitation, any NSF charges incurred by the Checkwriter.

4.4 On a daily basis, Certegy will create transaction files for all EFT Checks authorized and originate ACH debit transactions based upon the transaction files. Client's account will normally be credited within two (2) banking days following Certegy's initiation of the ACH debit transaction (actual posting depends upon the Client's bank's automation in handling ACH transactions). Client will provide Certegy with documentation acceptable to Certegy which identifies the account Client wants credited with payments made by Certegy pursuant to this Addendum.

4.5 Client shall not request authorization from Certegy for a Check that:

- (a) is a traveler's check, money order, payroll check, cashier's check, counter check, sight draft, is payable to "cash" or "bearer", is exchanged in whole or part for cash, or is one of multiple Checks presented to Client as payment for a single transaction;
- (b) was previously denied authorization based upon the same or different information or was previously the subject of a referral message from Certegy; provided that Client may request authorization following a denial in the event the information was originally entered incorrectly; or
- (c) is given as a substitute for a Check previously presented, whether or not the previous Check was authorized by Certegy or is presented as a replacement Check following a decline, referral or other message from Certegy regarding the same or related transaction, even if for a different dollar amount; or
- (d) is presented for goods and/or services not concurrently provided, or where ownership is not concurrently conveyed to the Checkwriter, including any Check given for a gift certificate, lay-away, lease, rental or other similar transaction, except that Client may request authorization of a Check for the last installment of a lay-away transaction when title and possession of the goods is provided to the Checkwriter at that time.

4.6 Any Check described in subsections 4.1(c) and 4.5 shall be deemed unauthorized and ineligible for warranty coverage, even if an authorization number is obtained.

4.7 Client recognizes and agrees that in order for Certegy to (i) control losses due to dishonored checks and (ii) maintain the Rate, Client must maintain and enforce at all times a check acceptance policy which includes all of the requirements listed below (the "Check Policy"). Accordingly, Client shall maintain and enforce, and train its staff to comply with, the Check Policy to ensure that the requirements of this subsection 4.7 are followed.

- (a) the MICR number, Check number and name of the Checkwriter are all commercially imprinted on the Check, and Checkwriter is not an employee or agent of Client;
- (b) the Checkwriter's U.S. or Canadian street address, zip code are either commercially imprinted or written on the Check at the time of authorization;

- (c) the Check is dated within one (1) day and, for authorized Paper Checks not converted to an EFT Check, is deposited within five (5) business days, of the date Client requested authorization; and Client submits to Certegy all required Warranty Claim documents as defined in subsection 6.2, so that they are postmarked no more than thirty (30) days from the Check date;
- (d) for a Paper Check, the corresponding Certegy authorization number and, if required by subsection 4.1(a), the License Number of the Checkwriter/Representative were written on the Check at the time of authorization;
- (e) the Check, by itself, or in combination with a form of payment other than another Check, was received by Client as full payment in a current and final transaction involving the Checkwriter;
- (f) Client obtained authorization prior to having any knowledge of the closing of, or government-imposed restrictions on withdrawals from, the Institution;
- (g) the Check does not contain erasures and was not altered, unless the erasures or alterations were initialed by the Checkwriter at the time of authorization; and
- (h) for a Paper Check, the Checkwriter's 10-digit telephone number, or, in the case of a Checkwriter with no telephone number, the words "No Phone" are either commercially imprinted or written on the Check at the time of authorization.

If Client maintains and enforces the Check Policy, Certegy shall pay Client for a Warranty Claim that qualifies for warranty coverage under this Addendum even if that Check fails to meet all the requirements of this subsection 4.7; provided, however, Certegy shall pay Client 70% of a Warranty Claim that qualifies for warranty coverage under this Addendum if the Check fails to include the information set forth in subsection 4.7(h) above. Client's failure to maintain and enforce the Check Policy may result in an increased Rate.

5. **FCRA Notices.** Client acknowledges receipt of the following documents from Certegy which describe certain obligations under the Fair Credit Reporting Act: (i) *Notices to Furnishers of Information; Obligations of Furnishers Under the FCRA* and (ii) *Notice to Users of Consumer Reports; Obligations of Users Under the FCRA* (collectively, the "FCRA Notices"). The FCRA Notices are attached to and made a part of this Addendum.

6. **Limited Warranty.**

6.1 Certegy warrants to Client that an authorized Check will be eligible for warranty coverage under this Addendum when presented for payment if:

- (a) the Check was authorized by Certegy based upon information accurately provided by Client and the Check is not presented as a consequence of fraudulent activity by Client or its agents;
- (b) the Check is payable exclusively to Client, is authorized, processed, assigned and endorsed in accordance with the terms of this Addendum, and is not otherwise excluded from authorization and/or warranty coverage; and the Check is not deemed "non-negotiable" by the Institution (e.g., not honored due to missing or incomplete signatures or other information and including but not limited to restrictions on the Check amount or date); and, if the Check is an Image Replacement Document ("IRD"), the IRD meets industry quality standards, including a legible name and address of the Checkwriter.
- (c) the Checkwriter does not "stop payment" on the Check. Notwithstanding the foregoing, Certegy shall purchase any Warranty Claim for a Check that is not honored by the Institution because the Checkwriter instructed the Institution to "stop payment" on the Check, provided the Check otherwise satisfies the conditions of the Addendum ("Stop Payment Warranty Claim"). Client shall attempt to resolve any and all bona fide disputes involving the transaction associated with the Stop

Payment Warranty Claim. In the event Certegy pays Client for a Stop Payment Warranty Claim and Certegy is unable to initiate or complete collection efforts against the Checkwriter of the paid Stop Payment Warranty Claim due to an unresolved dispute between the Checkwriter and Client, Certegy may reverse the payment of the Stop Payment Warranty Claim;

- (d) if the Check was for goods, the goods must not be returned or repossessed and if the Check was for services, the services must be fully performed;
- (e) all notices were posted in compliance with section 10 of this Addendum; and
- (f) Client maintains and enforces a Check Policy in accordance with subsection 4.7 and did not redeposit a Check after its initial dishonor.

All information required to be written on the Check by Client may be "franked" by Client's point-of-sale terminals.

6.2 In the event a Check that complies with subsection 6.1 is not honored by the Institution, Certegy shall be responsible to the Client, on behalf of the Checkwriter, for the face amount of the Check (which face amount shall not exceed \$25,000) upon receipt of: (a) for Paper Checks, the dishonored Check properly endorsed to Certegy and the completed Check submission form; or (b) for EFT Checks, the ACH notification of a dishonored or reversed EFT Check (collectively, "Warranty Claims"). Dishonored Paper Check Warranty Claim documents postmarked more than 60 days from the Check date will be ineligible for this warranty coverage. If Warranty Claim documents are forwarded to Certegy by someone other than Client, Client shall remain responsible for compliance with all terms of this Addendum. Client shall be responsible for replacing any required documentation if it is lost, stolen or misplaced. Without limiting the foregoing, warranty payments on Checks converted into an EFT Check will be immediately reversed, as specified in section 3.2, if Client fails to deliver to Certegy the original Authorization Receipt in accordance with subsection 4.4 above.

6.3 Certegy shall pay any Warranty Claims within 7-10 days after their receipt and approval; provided that, due to seasonal volume, payment of Warranty Claims for Paper Checks dated in December or January may be paid up to 45 days after their receipt and approval. Payment of approved warranty claims shall be paid by an ACH transfer into the account designated by Client, subject to Client authorizing, and Certegy receiving, ACH payment under subsection 3.2 of the Addendum. Client shall sign the appropriate forms authorizing those ACH transfers into its account by Certegy. Certegy may elect not to authorize a Check for reasons other than derogatory information relating to the Checkwriter. Accordingly, Client should exercise its own judgment in determining whether or not to accept a Check and should not draw any adverse conclusions about the credit worthiness of a Checkwriter if the Check is not authorized. Certegy's payment of Warranty Claims for authorized Checks shall satisfy any and all obligations of Certegy in connection with this Addendum and shall be Client's sole and exclusive remedy for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorney's fees (collectively, "Losses") relating to Certegy or its performance under this Addendum. THE SERVICE IS PROVIDED "AS IS" AND CERTEGY DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION.

7. **Subrogation and Assignment.** Client is authorized to negotiate and be paid for Checks it receives in the ordinary course of its business unless otherwise instructed in writing by Certegy following an "Event of Default" as defined below. Client's submission of a Warranty Claim shall be deemed an immediate assignment and subrogation of all right, title and interest in the corresponding Check to Certegy and a relinquishment of all rights to the Checks assigned to Certegy. Client shall do whatever is necessary to secure Certegy's right, title and interest in Warranty Claim Checks; shall cooperate with Certegy in its confirmation of such right, title and interest; shall do nothing to prejudice such right, title or interest; and shall do nothing to impair Certegy's ability to collect those Checks. In its capacity as assignee and/or subrogee, Certegy is authorized to collect authorized Checks in its own name and on its own account. Client irrevocably authorizes and appoints Certegy to: (i) prepare, execute and file statements, notices to financial

institutions and other papers which Certegy deems appropriate to acknowledge or confirm its rights in authorized Checks; (ii) sign any law enforcement reports, affidavits or other papers which are necessary to prosecute Checkwriters; (iii) collect returned Checks, together with service charges and permissible damages; and (iv) Certegy is entitled to claim any (and all) deductions or refunds of any bad debt losses charged off by Certegy for all periods permitted under state law. Client relinquishes all rights to a claim for such deductions or refunds and agrees to furnish any and all documentation to support the deductions or refunds claimed. Both Client and Certegy acknowledge that a state agency may disclose relevant information to parties involved in order to support and confirm any deductions or refunds claimed. Client shall, upon request, reasonably cooperate with and assist in collection efforts and/or the prosecution of Checkwriters, including making its employees and agents reasonably available to testify.

8. **Advertising.** Intentionally omitted.

9. **Notification of Payment and Return of Goods.** Client shall notify Certegy's Merchant Accounting Department immediately by telephone, with the Checkwriter's identity, of (i) any payment received on a Check that has been submitted to Certegy as a Warranty Claim and (ii) any goods returned by a Checkwriter where the Checkwriter paid for the goods with a Check that was submitted as a Warranty Claim. Client shall comply with Certegy's instructions for processing such payment or return of goods. When a Checkwriter of a dishonored Check claims to have paid Client directly, claims to have returned the goods to Client, or disputes the delivery of the products or services for which the Check was tendered, in whole or in part, Client shall provide such information reasonably requested by Certegy to verify the status of such Warranty Claim within ten (10) days of receipt of such request (the "Verification Request"). In the event Client fails to comply with the Verification Request, Certegy may treat that Warranty Claim as paid in full by the Checkwriter and, at Certegy's election, offset or recoup any amount Certegy paid to Client from any amount owed Client.

10. **Notices Required To Be Displayed At Point-Of-Sale.** Client shall display Certegy-supplied notices at the point-of-sale at each of its Locations, as well as in any catalogs or mail-order forms, so that they are clearly visible to all Checkwriters, including, but not limited to: (i) any notice that is required by applicable law and ACH rules; and (ii) a service charge notice that applies to all dishonored Checks and electronic transactions. Certegy may modify those notices, from time to time, by providing advance written notice to Client. If Client fails to display the most current form of notice, Client shall be responsible to reimburse Certegy for any amounts Certegy is unable to collect, or incurs, as a result of that failure.

11. **Confidentiality.** Client shall treat all information that comes to its attention in connection with the performance of this Addendum, including, but not limited to, information concerning Checks and Checkwriters, as strictly confidential ("Confidential Information"), and certifies that it shall utilize confidential information only as necessary for the performance of its obligations under this Addendum. Certegy and its affiliates may use the information it receives from Client relating to Checks and Checkwriters for the Service or for any of its other products or services. Without limiting the foregoing, the parties agree that the Rate to be paid by Client under this Addendum shall be deemed confidential, and shall not be disclosed by Client or its representatives to any other party without Certegy's prior written consent.

12. **Indemnification.** The parties, in recognition of valuable consideration each has received, shall indemnify, defend and hold the other party and their officers, agents and employees harmless from and against any and all Losses asserted by a third party resulting from, arising out of, or incurred in connection with the indemnifying party's: (i) gross negligence or willful misconduct resulting in personal injury or property damage; (ii) failure to comply with applicable law; or (iii) failure to comply with the terms of this Addendum. Without limiting the foregoing, Client acknowledges the foreseeability of loss or damage to Certegy should Client fail to comply with the sections labeled "Notification of Payment and Return of Goods" and "Confidentiality". The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any possible claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the claim not arising, in whole or in part, out of the actions of the indemnified party.

13. **Relationship.** Certegy is an independent contractor. Neither Certegy, nor any of its representatives, shall be considered an employee of Client. Except as specifically agreed by the parties, Certegy has the sole obligation to supervise, manage, contract, direct, procure, perform its obligations under

this Addendum. Certegy reserves the right to determine which of its representatives shall be assigned to perform its obligations, and to replace or reassign such representatives as it deems appropriate.

14. **Limitation of Liability.** All statements, invoice and reports shall be considered final if Certegy has not received from Client written notice of any disputed item(s) within ninety (90) days of the statement date. Under no circumstances shall Certegy be liable for any Losses caused, directly or indirectly, in whole or in part, by: (i) Client; (ii) a third party; (iii) incorrect or incomplete Check or Checkwriter data; or (iv) any failure not directly attributable to Certegy. In addition, Certegy shall not be liable for any Losses unless Client provides written notice to Certegy of the event that gave rise to the alleged liability within thirty (30) days of its occurrence. No action arising out of this Addendum or the Service may be brought by Client more than one (1) year after the occurrence of the event that gave rise to the action. Any Certegy liability arising out of this Addendum and/or out of the Service is in all cases limited, in the aggregate, to the lesser of the amount of fees paid for the Service during the one (1) year period immediately preceding the event that gave rise to the liability or the then-current term of this Addendum. Certegy shall not be liable for any indirect, incidental, consequential, special, delay, economic, punitive or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the Service or this Addendum, even if Certegy has been advised of the possibility of such damage.

15. **Return of Materials.** Upon termination of this Addendum, Client shall cease using the Service and shall either destroy all Confidential Information or return it to Certegy. Client shall sign, upon request, a Certegy-supplied certification attesting to the foregoing.

16. **Audit.**

16.1 Upon at least five (5) business days prior written notice, Certegy, its representatives and/or vendors may visit Client's facilities, during normal business hours, for the purpose of: (i) inspecting the location and use of the Services; and (ii) auditing, monitoring and ensuring compliance with the terms of the Addendum. In addition, each party shall have the right, upon reasonable prior written notice (and no more than once each year), to visit the other party's facilities during normal business hours for the purposes of determining the adequacy of procedures for complying with its obligations relating to Confidential Information under the Addendum.

16.2 Notice for any audit must specify the scope of the information sought and the purpose of the audit. All audits must be reasonable in scope and duration, and conducted at the expense of the auditing party. Client and its representatives may be required to sign a Certegy nondisclosure and confidentiality agreement in advance of performing any audit. Certegy shall have the right to receive and comment on any report prepared by or on behalf of Client prior to that report being issued to Client.

16.3 In lieu of any audit relating to the Services, Certegy may provide Client with a certified copy of its most recent SAS-70 or similar report regarding the Service, which shall satisfy all of Certegy's audit obligations to Client with respect to the corresponding Service.

16.4 Certegy shall permit governmental agencies that regulate Client in connection with the Services performed by Certegy to examine Certegy's books and records to the same extent as if the Service was being performed by Client on its own premises.

17. **Additional Remedies.** In addition to any other remedies at law or in equity to which it is entitled, Certegy reserves the right to suspend its performance or terminate this Addendum during any period in which Client is in default for more than fifteen (15) days, is the subject of a bankruptcy action, suffers the appointment of a receiver either voluntarily or involuntarily, or commits any act with the intent to defraud Certegy (collectively, "Event of Default"). Due to the likelihood of irreparable injury, Certegy shall be entitled to an injunction prohibiting any continuing breach of sections 9, 11 or 12. Certegy may offset or recoup the amount of any erroneous payments to Client or other amounts due Certegy against or from any amounts owed Client for payment of Warranty Claims or otherwise, or at its election, obtain reimbursement from Client on demand. Certegy shall at all times be entitled to suspend payment of amounts due Client to determine the amount subject to any offset or recoupment. In addition, Client shall pay Certegy a monthly late charge of \$15.00 for any amount remaining unpaid thirty (30) days after the payment due date. Certegy

reserves the right to charge Client its then-current rates for reports or other services not specified in this Addendum.

18. **Modifications.** This Addendum may only be modified by written agreement of the parties.

19. **Compliance with Rules, Laws and Regulations.** The parties hereto agree to comply with all applicable laws and regulations, including without limitation, the Uniform Commercial Code and other laws and regulations of federal, state and local governmental authorities, the National Automated Clearing House Association and the Federal Reserve Regulation E (12 C.F.R. Part 205). Certegy may from time to time establish rules, regulations and operational guidelines with respect to use of the electronic check conversion services by Client, and such rules and regulations and guidelines shall be binding upon Client 15 days after receipt thereof by Client.

20. **Security Procedures.** Client shall take reasonable security precautions to prevent unauthorized or fraudulent use of the electronic check conversion services by Client's employees, agents and customers. In addition, Client shall implement other reasonable security measures mandated by Certegy.

21. **Miscellaneous.**

21.1 Client shall not subcontract, assign or subrogate any interest, obligation or right under this Addendum without Certegy's prior written consent. Any dissolution, consolidation or reorganization shall constitute an assignment of this Addendum. Subject to the foregoing, this Addendum shall be binding upon and inure to the benefit of the parties and their successors or assigns.

21.2 Client submits to the jurisdiction of, and this Addendum shall be governed by, the laws of the state of Florida. Venue for any action arising out of this Addendum shall be in a state court of competent jurisdiction in Pinellas County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO LITIGATION ARISING OUT THIS ADDENDUM.

21.3 Neither party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of this Addendum.

21.4 In order to maintain quality service, telephone communications with Client may be monitored and/or recorded without any further notice or disclosure.

21.5 Certegy shall not be liable for any loss or damage or failure due to causes beyond its control, including earthquake, war, fire, flood, power failure, strikes, riots, epidemics, telecommunication failure, the failure or closure of a financial institution, computer malfunctions, acts of God or other catastrophes, or error not caused or reasonably anticipated by Certegy.

21.6 The headings that appear in this Addendum are inserted for convenience only and do not limit or extend its scope.

21.7 If Client is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law, Client consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Addendum, including, any stay imposed by the United States Federal Bankruptcy Code, as amended.

21.8 Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Addendum without any additional consent or approval.

21.9 This Addendum, together with any documents referenced herein, constitutes the entire understanding of the parties with respect to the subject matter of this Addendum, and all prior agreements, understandings and representations are canceled in their entirety.

21.10 This Addendum shall not be construed more strongly against either party regardless of who is more responsible for its preparation.

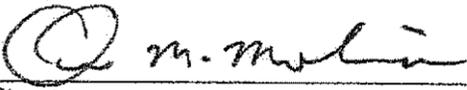
21.11 If there is a conflict between a part of this Addendum and any present or future law, regulation or other regulatory mandate or requirement, the part of this Addendum that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law, regulation, regulatory mandate or requirement. Such curtailment may commence as quickly as necessary to ensure full compliance with applicable law, regulation, regulatory mandate or requirement. Furthermore, in that event, the parties agree to negotiate in good faith to amend this Addendum in such a manner as will provide each party with the same economic benefit while still complying with all applicable laws and regulations.

21.12 All notices, including invoices, given in connection with this Addendum, shall be in writing and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth in this Addendum or, in the alternative, in the case of notice to Client, to the same address its invoices are sent under this Addendum.

21.13 Client shall be solely responsible for any taxes or similar charges arising out of this Addendum, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees; but excluding Certegy's property and income taxes. Client shall also be responsible for assessing and remitting payment for any such items to the appropriate authorities as may be required by law.

21.14 Sections 9, 11, 12, 14, and 17, as well as subsections 21.2 and 21.13, shall survive any termination of this Addendum.

MARICOPA COUNTY
320 West Lincoln Street
Phoenix, AZ 85003-2494

By: 
Signature

JOSE M. MOLINA / PROCUREMENT OFFICER
Name and Title

CERTEGY CHECK SERVICES, INC.
11601 Roosevelt Blvd.
St. Petersburg, FL 33716

By: 
Signature

STEVEN WHEELER
Name and Title

Date of Acceptance: 9-19-11

**CERTEGY CHECK SERVICES ADDENDUM
WELCOME CHECK WARRANTY SERVICES WITH ELEC CHECK**

MARICOPA COUNTY

EXHIBIT A – LOCATIONS

1. 2500 South 27th Avenue, Phoenix, AZ 85009 (West Business Office).
2. 2630 West 8th Street, Mesa, AZ 85201 (East Business Office).
3. 9617 North Metro Central Parkway, #1116, Phoenix, AZ 85051 (Metro Center Mall).

LINK2GOV CORP, 113 SEABOARD LANE, SUITE A-250, FRANKLIN, TN 37067
FIDELITY INFORMATION SERVICES (FIS)

PRICING SHEET: 94625

Terms: NET 30

Vendor Number: ~~2011000346-0~~ **2011004321 0**

Telephone Number: ~~615/665-6715~~ **414-577-9883**

Fax Number: 615/665-6762

Contact Person: ~~Andrea Brumley~~ **Jeff Seidl**

E-mail Address: ~~andrea.brumley@fisglobal.com~~ jeff.seidl@fisglobal.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2018**.