

SERIAL 11104 RFP AUTOMATED CENTRAL PAYMENT PROCESSING SYSTEM

DATE OF LAST REVISION: December 05, 2014 CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **AUTOMATED CENTRAL PAYMENT PROCESSING SYSTEM**

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 **April 25, 2012 (Eff. 06/01/12)**.

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/mm
Attach

Copy to: Office of Procurement Services
Amie Bristol, MCSO

(Please remove Serial 05082 -RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11104-RFP

This Contract is entered into this 25th day of April, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and TouchPay Holdings, LP, a limited partnership ("Contractor") for the purchase of an Automated Central Payment Processing System.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the day of 1st day of June, 2012 and ending the 31st day of May, 2017. Upon contract award the Contractor is authorized to begin implementation of the proposed system identified herein.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms 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 PAYMENT: (REVENUE SHARING CONTRACT)

- 2.1 Detail of applicable Fee Payment Schedule has been included herein as Exhibits "A & A-1". Payment shall be effective June 1, 2012.
- 2.2 Contractor will be required to pay TOTAL FEES due to MCSO for the month by the 15th of the following month. Payment will be processed to:

Maricopa County Sheriff's Office
Financial Services Division
234 N Central Ave, 7th Floor
Phoenix, AZ 85004
- 2.3 Contractor will be required to pay a late fee of \$100 per day for any fees not submitted to MCSO by the 15th of the following month.
- 2.4 A detailed report of applicable transactions and fee assessments must accompany the fee payment.

3.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. If County agrees to the adjusted fee, County shall issue written approval of the change.

4.0 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product, Licensor shall provide an operational acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s)

and/or personal computer(s); c.) software configuration is complete and all included features are fully operational; and d.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, (“Specifications”). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification (“Deficiency Statement”) within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall ensure the return of all Equipment and Software to Licensor. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibits “B & C”, or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 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 negligent acts, errors, omissions, mistakes or malfeasance 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.
- 6.1.2 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.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 6.2.1 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.
- 6.2.2 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.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, 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.
- 6.2.7 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 Additional Insured's.
- 6.2.8 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.
- 6.2.9 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.
- 6.2.10 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.
- 6.2.11 Workers' Compensation.
- 6.2.11.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

6.2.11.2 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.

6.2.12 Certificates of Insurance.

6.2.11.3 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements 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 identify this contract number and title.

6.2.11.4 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.

6.2.11.5 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.

6.2.13 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.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 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.

6.4 SECURITY CLEARANCE:

Contractor's staff (or subcontractor's staff) providing services under this Contract shall undergo a background check to be performed by the Maricopa County Sheriff's Office or other approved law enforcement agency. The background check may also include completion of Arizona Department of Public Safety (DPS) Terminal Operator Certification (TOC) Level "D". The Contractor shall notify the MCSO of any Contractor staff subcontractor's staff for additions or deletions. The MCSO shall have the right to annually audit the security clearance of Contractor staff or subcontractor's staff for compliance under the terms of this requirement including secondary rechecks.

6.5 CONFIDENTIALITY:

Contractor and the County each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this contract "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. Confidential

Information also shall include, whether or not designated “Confidential Information” (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Contractor or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this contract. The County and Contractor shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

6.6 NOTICES:

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

For County:

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

For Contractor:

TouchPay Holdings, LP
7801 Mesquite Bend Dr., Suite 101
Irving, TX 75063

6.7 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, and notify all subcontractors of the effective date of the termination. 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 County shall be entitled to receive all revenue due through the effective date of termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 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.

6.8.2 Upon 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 County shall be entitled to receive all revenue due through the effective date of termination.

6.8.3 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.

6.9 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.

6.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. Fees and revenue sharing for such additions and/or deletions shall be negotiated between the Contractor and the County.

6.11 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 County and the Contractor.

6.12 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.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.14 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.14.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation 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 latest. 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. The Contractor shall provide an electronic copy of their audited financial statements annually or specified period as available within 10 business days upon request in writing.

6.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

6.15 AUDIT DISALLOWANCES:

The County will periodically audit transactions and reconcile fee payments owed and received from the Contractor. If at any time, County determines that a discrepancy in fees or funds deposited from the Contractor's system(s) exists, the County shall notify the Contractor to resolve upon discovery. If not resolved within 15 days, the County shall notify the Contractor officially in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to assessment of additional fees due to the County.

6.16 COLLECTION & RECOVERY PROCESS:

The Contractor, with the cooperation of the County, will use the following collection processes:

Upon receiving a charge back from the financial institution, the Contractor will use all of its resources to collect the fraudulent funds. If unable to collect these funds and an account has more than one (1) incident, then the County, at the County's sole discretion, can have the Contractor:

1. Block specific activity on the account through the Contractor's system.
2. Recover any existing balance of funds that are in the blocked account up to the charge back amount.
3. Use all remedies at Contractor's disposal to pursue collection of fraudulent transactions directly from the depositor.

Additionally, the County agrees to the following requirements:

Agreement and cooperation in the Contractor's collection procedures to recover fraudulent transactions and bad debt, including but not limited to providing account information, account balances, adhering to blocked activity, and when appropriate, assisting in pursuing and prosecuting fraudulent transactions.

6.17 ALTERNATIVE DISPUTE RESOLUTION:

6.17.1 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:

6.17.1.1 Render a decision;

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

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

6.17.2 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.

6.17.3 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.

6.18 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.

6.19 RIGHTS IN DATA:

The County shall own and 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.

6.20 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.

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

6.21.1 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. 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. I-9 forms are available for download at USCIS.GOV.

6.21.2 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.22.1 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.~~

~~6.22.2 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.23 CONTRACTOR LICENSE REQUIREMENT:

6.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of the business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.24.1 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:

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

6.24.1.2 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;

6.24.1.3 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

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

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

6.24.3 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.

6.25 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.

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract the governing document shall prevail in the following order.

- 6.26.1 Base Contract and Exhibits A, A-1
- 6.26.2 Exhibit C
- 6.26.3 Exhibit B
- 6.26.4 Exhibit F
- 6.26.5 Exhibit E
- 6.26.6 Exhibit D
- 6.26.7 Exhibit G

6.27 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:

- 6.27.1 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;
- 6.27.2 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.

6.28 INCORPORATION OF DOCUMENTS:

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

- 6.28.1 Exhibit A, Revenue Sharing Plan;
- 6.28.2 Exhibit A-1, Additional Revenue Sharing Plan;

- 6.28.3 Exhibit B, Scope of Work;
- 6.28.4 Exhibit C, Clarifications;
- 6.28.5 Exhibit D, TouchPay response dated Dec. 9, 2011 to 11104-RFP (reference document)
- 6.28.6 Exhibit E, TouchPay demonstration Q & A response dated Feb. 15, 2012 (reference document)
- 6.28.7 Exhibit F, Vendor Response Tool; and
- 6.28.8 Exhibit G, Estimated Project Timeline
- 6.28.9 **Amendment No. 1**

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

CONTRACTOR:



AUTHORIZED SIGNATURE

Craig Bullard Partner

PRINTED NAME AND TITLE

7801 Mesquite Bend Ste 101 Irving TX 75063
ADDRESS

04-27-2012
DATE

MARICOPA COUNTY:



CHAIRMAN, BOARD OF SUPERVISORS

MAY 14 2012
DATE

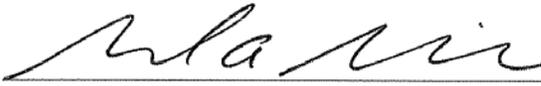
ATTESTED:



CLERK OF THE BOARD 042512

MAY 14 2012
DATE

MARICOPA COUNTY SHERIFF'S OFFICE:



CHIEF DEPUTY

5/4/12
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

May 10 2012
DATE

EXHIBIT A

REVENUE SHARING PLAN

SERIAL 11104-RFP

NIGP CODE: 20628

RESPONDENT'S NAME: TouchPay Holdings, LP

COUNTY VENDOR NUMBER : 2011001861

ADDRESS: 7801 Mesquite Bend Drive, Suite 101
Irving, TX 75063

P.O. ADDRESS: _____

TELEPHONE NUMBER: (972) 215-0133

FACSIMILE NUMBER: (972) 506-8783

WEB SITE: www.touchpaydirect.com

CONTACT (REPRESENTATIVE): Craig Bullard

REPRESENTATIVE'S E-MAIL ADDRESS: cbullard@touchpaydirect.com

	<u>YES</u>	<u>NO</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO ACCESS SERVICES FROM THIS CONTRACT	[X]	[]

1.0 REVENUE SHARING PLAN

1.1 TRANSACTION AMOUNT** (CASH):	TRANSACTION FEE*	COUNTY REVENUE SHARE (FLAT)
\$0.01-\$20.00	<u>\$ 3.95</u>	<u>\$ -</u>
\$20.01-\$50.00	<u>\$ 5.95</u>	<u>\$ 1.00</u>
\$50.01-\$100.00	<u>\$ 6.95</u>	<u>\$ 2.00</u>
\$100.01-\$500.00	<u>\$ 8.95</u>	<u>\$ 3.00</u>
\$500.01 and above	<u>\$ 9.95</u>	<u>\$ 3.00</u>

1.2 TRANSACTION AMOUNT (CC, DC, ACH):**

\$0.01-\$20.00	<u>\$3.95 + 3.5%</u>	<u>\$ -</u>
\$20.01-\$50.00	<u>\$5.95 + 3.5%</u>	<u>\$ 1.00</u>
\$50.01-\$100.00	<u>\$6.95 + 3.5%</u>	<u>\$ 2.00</u>
\$100.01-\$500.00	<u>\$8.95 + 3.5%</u>	<u>\$ 3.00</u>
\$500.01 and above	<u>\$9.95 + 3.5%</u>	<u>\$ 3.00</u>

1.3 OTHER FEES/CHARGES (IF APPLICABLE)

See Exhibit A-1

* Shall reflect Set Transaction Fee to be imposed on each system Transaction.

Payable by User upon Deposit, Transfer, Etc...

**Includes Kiosk, IVR or Web

EXHIBIT A-1

ADDITIONAL REVENUE SHARING PLAN

Trust/Commissary — For cash, credit/debit card and ACH transactions for Trust Commissary Deposits, TouchPay will charge the Client/Depositor a base fee as follows:

Type of Service	Base Fee per Transaction	MCSO Commission Rate	Total Fee Charged to Customer
Kiosk, Web, IVR, ezPay, Retail			
\$0.01 - \$20.00	\$3.95	\$0.00	\$3.95
\$20.01 - \$50.00	\$4.95	\$1.00	\$5.95
\$50.01 - \$100.00	\$4.95	\$2.00	\$6.95
\$100.01 - \$500.00	\$5.95	\$3.00	\$8.95
\$500.01 +	\$6.95	\$3.00	\$9.95
Payment Notes:			
All credit/debit cards	Base Fee above + 3.5%	Commission as above	Total Fee above + 3.5%
Retail Locations **	Base Fee above + \$2.00	Commission as above	Total Fee above + \$2.00

* All pricing is valid for the length of the contract.

** For some self service retail locations, the retailer may charge up to an additional \$1.00 per transaction.

Self Bail — For cash, credit/debit card and ACH transactions for Self-release Bail Deposits, TouchPay will charge the Client/Depositor a base fee as follows:

Type of Service	Base Fee per Transaction	MCSO Commission Rate	Total Fee Charged to Customer
Kiosk, Web, IVR, ezPay, Retail			
\$0.01 - \$20.00	\$3.95	\$0.00	\$3.95
\$20.01 - \$50.00	\$4.95	\$1.00	\$5.95
\$50.01 - \$100.00	\$4.95	\$2.00	\$6.95
\$100.01 - \$500.00	\$5.95	\$3.00	\$8.95
\$500.01 +	\$6.95	\$3.00	\$9.95
Payment Notes:			
All credit/debit cards	Base Fee above + 6.5%	Commission above + 1.0%	Total Fee above + 7.5%
Retail Locations **	Base Fee above + \$2.00	Commission above + 1.0%	Total Fee above + \$2.00

* All pricing is valid for the length of the contract.

** For some self service retail locations, the retailer may charge up to an additional \$1.00 per transaction.

Intake/Booking Kiosk — For the automation of cash and coin acceptance, TouchPay will charge a base fee as follows:

Type of Service	Base Fee per Transaction	MCSO Commission Rate	Total Fee Charged to Customer
Intake			
\$0.01 - \$6.00	\$0.00	\$0.00	\$0.00
\$6.01 +	\$0.00	\$0.00	\$0.00

Release Card / Release Kiosk — For the automation of the release settlement payment, TouchPay will charge a base fee as follows:

Type of Service	Base Fee per Transaction	MCSO Commission Rate	Total Fee Charged to Customer
Release Card			
\$0.01 - \$2,500+	\$0.00	\$0.00	\$0.00
Release Kiosk			
Up to \$40 cash	\$3.50	\$.50	\$4.00
Remainder on Release Card			

Civil Processes —The fee structure and commission rate to be negotiated and agreed by both parties at a future date.

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

This contract is for a County-wide integrated solution(s) to reduce/eliminate the need for personnel to directly handle cash and to improve internal cashiering processes. The proposed solution may include kiosk systems, IVR, Web, electronic transmission of monies, remote deposits, preloaded debit cards, etc. This County-wide cash solution will be intended for any County Department, including the Maricopa County Court System and Justice Courts who disburse or receive cash on a daily basis for bonds, fees, fines, permits, services rendered, and other sources for cash acceptance.

2.0 LOCATIONS:

It is anticipated that the proposed kiosk systems will be installed in the lobby of the following Sheriff's Office jails. Additional kiosk units will be required for the initial deposit and release of inmate funds in the 4th Avenue and Lower Buckeye Jails.

4th Avenue Jail
201 S. 4th Avenue
Phoenix, AZ 85003

Lower Buckeye Jail
3250 W. Lower Buckeye Road
Phoenix, AZ 85009

Towers Jail
3127 W. Durango
Phoenix, Arizona 85009

Durango Jail
3225 W. Durango
Phoenix, Arizona 85009

Tents Jail
2939 W. Durango
Phoenix, Arizona 85009

Estrella Jail
2939 W. Durango
Phoenix, Arizona 85009

Southeast Jail
1840 S. Lewis Drive
Mesa, Arizona 85210

Avondale Jail
920 E. Van Buren
Avondale, Arizona 85323

Other locations may be added in the future. The Contractor will be required to install the proposed system at any new sites added by the MCSO and/or any County Department or remove its system from any sites deleted by the MCSO and any County Department.

Future kiosk sites for MCSO and the County may include but are not limited to the following sites:

Civil Division – Downtown
111 S. 3rd Avenue, 2nd Floor
Phoenix, AZ 85003

Civil Division – North East
18380 N. 40th Street
Phoenix, AZ 85032

District I – Mesa Substation
1840 S. Lewis Drive
Mesa, AZ 85210

District II – Avondale Substation
920 E. Van Buren
Avondale, AZ 85323

District III – Surprise Substation
13063 W. Bell Road
Surprise, AZ 85374

District IV – Carefree Substation
37622 N. Cave Creek Road
Carefree, AZ 85331

District VII – Fountain Hills Substation
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Maricopa County Superior Courts
TBD

Maricopa County Justice Courts
TBD

3.0 GOALS/OBJECTIVES:

It is the intent of the MCSO to enter into a contract with the Contractor to provide an integrated solution that will allow for automated, electronic, and remote deposit/payment of funds for various MCSO operations. The ultimate objective and scope of this project is to eliminate the need for direct cash handling, and to improve MCSO internal cashing processes.

The contract will be awarded in phases, with detailed specifications and a response to be provided by the County and the Contractor in each phase. The awarded contract is expected to be a revenue sharing opportunity between the contracted vendor and MCSO (or other County Department), where the Contractor remits a portion of any transaction fees or other revenues collected back to MCSO (or other County Department), and at no cost to MCSO or the County.

The first phase of this project involves inmate accounts and will generate revenue for the MCSO Inmate Welfare Fund. The proposed solution will eliminate cash handling by MCSO personnel in the following areas:

1. Upon booking, acceptance of initial deposits for an inmate's account;
2. During incarceration, allowing friends and family to make deposits to an inmate's account, either remotely or via kiosks in public visitation lobbies at jail facilities; and
3. Upon release, providing a solution for the use of branded debit/credit cards (or any other form of disbursement other than direct cash handling by MCSO personnel) to release funds to inmates or their families.

Future phases of the project will eliminate cash handling in other areas and/or enhance services within MCSO or other County Departments. These future phases will require the Contractor to provide cost-neutral, revenue-generating solution(s) for the processing of automated payments, electronic and remote deposits, or alternative cash handling features at various cashier locations that accept or disburse payments throughout the County. Examples include, but are not limited to the following:

- MCSO may want the cashless system to provide for automated payment of inmate bonds and fines, including electronic and/or remote deposits by the inmate or the public. This solution must include the ability to electronically deliver payments to the appropriate Superior, Justice, and other city/town court's banking system.
- MCSO desires to alleviate overcrowding in jail facilities by allowing individuals with sufficient line of credit or funds available to pay fines and/or bond out more quickly with a debit or credit card.
- The MCSO Civil Division wants to streamline operations and eliminate cash handling when accepting citizen payments for services.
- MCSO is considering a program to accept payments via kiosks for additional inmate visits above the normal weekly-allotted number.

The Contractor's proposed solution must be capable of integrating with MCSO and/or County data management systems using standard data transfer protocols. The system must also be capable of providing detailed transaction reports for reconciliation by MCSO or other County Departments. The Contractor shall also be responsible for any travel/business expenses relating to implementation and monitoring of the propose solution.

The purpose of this contract is for the furnishing, installation, and maintenance of a portable, automated central payment system that will enable MCSO customers, or agents of customers, to make payments or deposits to/from individual accounts maintained in the Sheriff's Office Inmate Fund Canteen System, as

well as other data management systems that process payments from the public. All services provided under this contract shall be performed at NO COST to MCSO or the County.

To clarify, the County and the Contractor agree that the following outstanding issues under the old contract shall carry over and be included in the deliverables for the new contract and shall be developed and implemented as agreed upon by both parties not to exceed 80 county business days upon contract award. The following is a summary of the outstanding issues pending final acceptance by the County.

1. The Money Pak shall provide the commission calculation the same as cash.
2. The fee transaction processing date shall be in Arizona time.
3. The test environment shall provide a separate environment for performing testing of kiosk and software.
4. The TP03software control shall provide daily balancing between the systems

4.0 **SCOPE OF WORK:**

It is anticipated that the project SOW may need to be revised and updated periodically depending on the current needs and requirements of the project. Therefore, both parties shall work together to design and develop a mutually agreeable change control process that will meet the needs and requirements of the County in a timely and efficient manner and at NO COST to the county.

TouchPay has provided a proposal that will meet and exceed the MCSO's objective and scope of providing cashless solutions and services for the first phase of the project throughout future phases of implementation. The proposal consists of the following:

- Booking Solution
- Deposit Platform
- Release Solution
- Services
- Sheriff's Information Management System and Civil Process Division Specifications

For correctional facilities, TouchPay provides the first complete end-to-end electronic-payment platform to facilitate the transfer of funds in federal, state, and local facilities for the full duration of the inmate's custody—from intake and booking to deposit and release solutions.

With over 2.3 million incarcerated individuals in the US, TouchPay provides the most convenient way for friends and family members to deposit funds—*in real time*—into the trust and telephone accounts of inmates at correctional facilities. Our suite of comprehensive solutions provides 24/7/365 deposit capabilities, and our patent-pending Kiosks, Interactive Voice Response (IVR) telephone system, Web-deposit portal, and Walk-In Payment service permit cash, credit/debit cards, and MoneyPak to be utilized for payment.

BOOKING SOLUTION

MCSO can gain the advantages of automated-cash counting and deposits during the booking process with TouchPay. Our patent-pending Intake Kiosk was designed specifically for the corrections industry in order to streamline manual, time-consuming currency processing and cash-management activities during the booking process.

Benefits of cash automation for MCSO include the reduction of:

- Cash handling, management, and liability
- Staff workload
- Cost of intake processing
- Back-office accounting
- Cash shrinkage
- Misappropriation

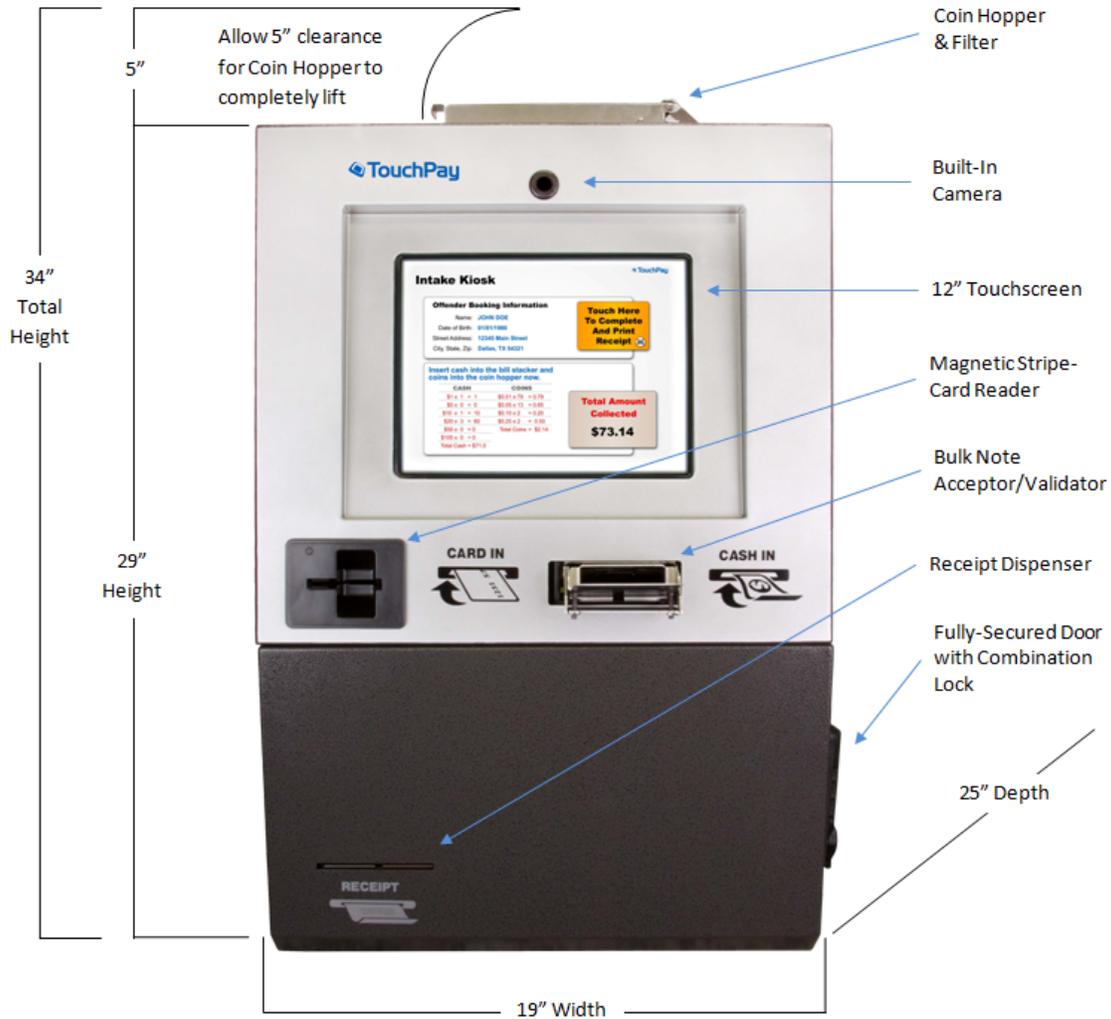
TouchPay’s Intake Kiosk is built with a rugged design and advanced technology to withstand the rigorous booking environment of today’s toughest jails, and it provides the following to MCSO:

Features	Benefits
Counts and processes US cash and coin — up to 30 bills and 300 coins simultaneously 24/7/365 self-service turnkey solution	<ul style="list-style-type: none"> - Eliminates manual cash counting and management - Reduces offender booking time and intake congestion - Includes installation, monitoring, service, cash pick up, marketing, customer support, and reporting - Requires no facility maintenance - Allows employee allocation to mission-critical tasks vs. cash-handling activities
Real-time transactions and reporting	<ul style="list-style-type: none"> - Posts to inmate’s account immediately - Enables customer service team to answer questions on a transaction, even if it just occurred
Bilingual, impact-resistant touchscreen operation Bulk-note feeder	<ul style="list-style-type: none"> - Provides ease of use - Reads, validates, counts, and stacks notes securely - Rejects counterfeit currency
Credit/debit cards accepted Printed receipt(s) provided at completion of each transaction	<ul style="list-style-type: none"> - Allows pre-funding of inmate’s trust account - Provides a transaction record, which is placed in offender’s property bag

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TouchPay Intake Kiosk Specifications

- Intake Kiosk needs to be located 4.5" from wall in order to service the Kiosk.
- Total swivel rotation clearance is 33".

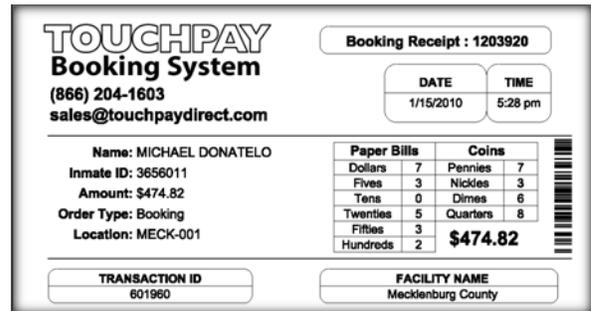


Intake Kiosk features include:

- Accepts \$1, \$2, \$5, \$10, \$20, \$50, and \$100 US Currency **in bulk and in any order**
- Bulk note feeder validates up to 30 bills and checks for and rejects counterfeit currency
- Bulk coin acceptor — up to 300 coins per minute
- Simultaneously accepts and counts bills and coin
- Built-in digital camera — no additional equipment needed for monitoring
- 24/7/365 operation
- Remote online monitoring by TouchPay for Kiosk status and service
- 12" touchscreen displays additional information and user interface
- Bilingual touchscreen prompts for easy use
- Rugged, all metal design
- Fully-secured door with combination lock for courier and maintenance service
- Countertop mount with swivel base for ease of use
- Bluetooth enabled — allows wireless keyboard option
- USB Ports — allow future expansion
- Prints receipt(s) after each transaction
- Toll-free TouchPay Customer Service number displayed on all Kiosks
- Courier services and all Kiosk supplies provided by TouchPay

The Intake Kiosk can also be used for the following options with cash, or with a Visa or MasterCard credit/debit card: self-release/bail, prefunding an inmate’s trust account at booking, funding an inmate phone account.

Upon each completed transaction, the Kiosk provides a printed receipt(s) and takes a picture of the user, and the receipt can be placed directly into the offender’s property bag. This information, transaction history, and the option to print additional receipts are available on the TouchPay website through the Partner/Facility Login, which only allows access to authorized users.



Intake Kiosk Sample Receipt – can be customized

DEPOSIT PLATFORM

TouchPay is currently providing our inmate trust deposit solutions to MCSO. TouchPay’s deposit solutions include:

- Multiple payment portals
 - Lobby/Visitation Kiosk
 - Online through our secure website portal
 - Toll-free IVR (Interactive Voice Recognition) telephone
 - Walk-In Retail Payments (over 14,000 US locations)
 - Countertop pin-pad terminal
 - Lockbox
- Multiple payment types
 - Cash
 - Credit/debit card
 - MoneyPak (details below)
 - Cashier’s checks
 - Money orders
- Real-time point-of-sale validation of inmate account information
- Online, real-time comprehensive reporting
- Daily reconciliation and exception reports
- Your choice of real-time or batch-transaction posting file for updating inmate accounts
- Online transaction history reports with user-defined time periods
- Transactional biometrics for interface into investigative tools
- All funds 100% guaranteed and sent by ACH to the MCSO’s designated bank

Payment Method: MoneyPak Card



In addition to accepting cash and credit/debit cards, TouchPay also offers the Green Dot **MoneyPak®** card as a remote cash option for depositors. A MoneyPak card is a way to convert physical cash to electronic cash in the form of a pre-paid card. The MoneyPak card can then be used to reload a prepaid card, make a payment, pay a bill, or make a deposit to an inmate account. MoneyPak can be found at thousands of retailers, including: Wal-Mart, Smith’s Food, Kmart, King Soopers, Kroger, Rite Aid, CVS, Walgreens, or RadioShack.

TouchPay accepts the MoneyPak card through all of our payment portals including the Kiosk, Web, IVR, and Countertop Terminal. This allows cash-only customers with another option to make a deposit remotely.



Details of each of TouchPay’s payment portals are listed below, including Walk-In Retail payments, which will be available in March 2012.

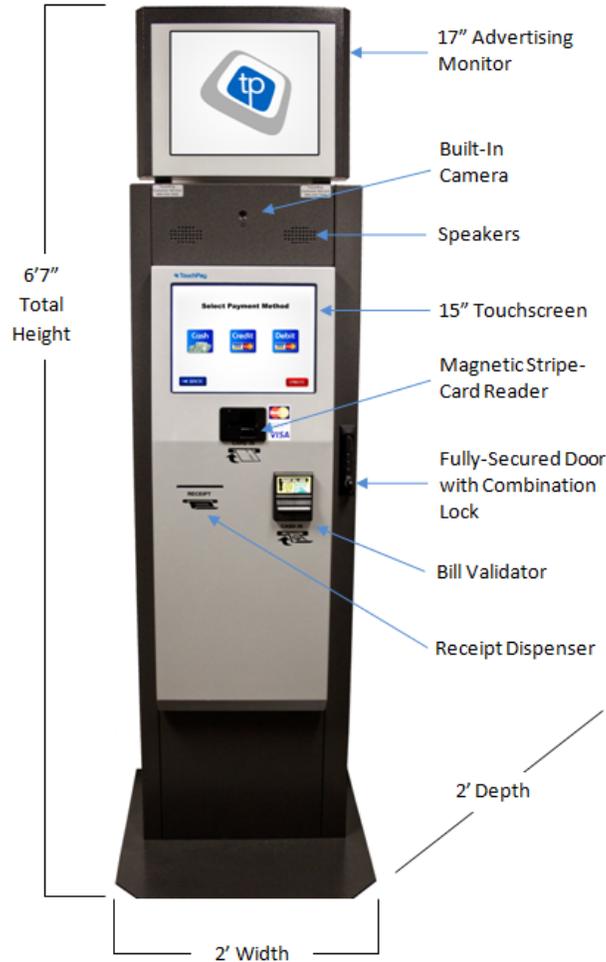
Lobby Kiosk

TouchPay is the leader in premise-based Kiosk solutions. Our patent-pending Lobby Kiosk will accept cash as well as Visa and MasterCard credit/debit cards, and transactions are made in real time. Using the TouchPay Kiosk is as easy as using an ATM. With easy to follow step-by-step instructions, deposits can be made to an inmate’s account in minutes.

Each Kiosk provides a printed receipt to the user and takes a high-resolution photo of each depositor at the time of a completed transaction. This information, along with transaction history and the option to print additional receipts, is available on our website through the Partner/Facility login, which only allows access to authorized users.

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TouchPay Lobby Kiosk Specifications



Lobby Kiosk features include:

- Transactions are made in real time
- Accepts \$1, \$5, \$10, \$20, \$50, and \$100 bills – ***Accepts \$1 Bills***
- Accepts Visa and MasterCard credit/debit cards
- 24/7/365 operation
- Friends and family can choose to include a canned message with each transaction
- Built-in digital camera — no additional equipment needed for monitoring
- Impact resistant, 15" tempered bilingual (English and Spanish) glass touchscreen
- Rugged, all metal design
- 17" topper can display customized facility messages
- Bill validation checks for and rejects counterfeit currency
- Fully-secured door with combination lock for courier and maintenance service
- Remote online monitoring by TouchPay for Kiosk status and service
- Toll-free TouchPay Customer Service number displayed on all Kiosks
- Receipt provided to each user upon completed transaction
- Marketing materials, courier services, and all Kiosk supplies (receipt paper, customer brochures) provided by TouchPay
- Kiosk specifications — weight:200 lbs; footprint: 2' by 2'; height: 6'7 with topper

Canned Messaging is an available feature that can be included on the Lobby Kiosk and online. A list of facility-approved messages is available for friends and family members to select during their transaction. Inmates receive the message on their printed receipt, which is distributed by the facility. There is a fee for this add-on service, which can be a revenue sharing opportunity for MCSO. Pricing details for Canned Messaging are included in section 5.13.11: Attachment A – Pricing.

Multiple Payments: TouchPay's Lobby Kiosk can be programmed to accept many types of transactions, which allow the various departments of Maricopa County to take advantage of all, or some of TouchPay's Kiosk functions such as cash or credit/debit card payments. Transactions for each department can be set up as an independent order type so that users can make multiple payments to various departments while at the TouchPay Lobby Kiosk. TouchPay will reconcile all payments and deliver the funds for each order type taken by ACH to the appropriate department's bank account.

Countertop Terminal

TouchPay also provides our Countertop Terminals that accept Visa and MasterCard credit/debit cards. This solution can be deployed in any area where a cash deposit may not be required. It's perfectly suited for visiting areas in smaller locations or windows of existing offices, and it's an ideal option for inmate self release.

TouchPay's Countertop Terminal can accept court fines and fees, civil process fees, traffic tickets, probation, restitution, electronic monitoring, and many other payments. This terminal incorporates all the functionality, robust payment application, and real-time automated funding and reporting applications as TouchPay's other payment systems.

Countertop swipe card features include:

- PCI-data compliant
- Accepts Visa and MasterCard credit/debit cards
- Real-time account validation
- Real-time processing
- On-demand reporting
- Pin-pad based interactive interface for users
- Long-term longevity with ease-of-use



Online Payments

TouchPay's online payment-portal accepts Visa and MasterCard credit/debit cards and the Green Dot MoneyPak card for various deposit services. TouchPay provides a secure web-payment server, and our existing infrastructure easily allows additional facilities to be added so they can begin taking payments immediately. Utilizing the existing TouchPay merchant-account network provides instant transaction postings to your back-office reporting system.

Web payment features include:

- Accepts Visa and MasterCard credit/debit cards and MoneyPak card
- Allows users to make deposits/payments from any computer with Internet service at their convenience
- Hosted solution is available to take transactions 24/7/365
- Bilingual user interface (English and Spanish)
- Allows Canned Messaging feature (revenue share opportunity is included in section 5.13.11: Attachment A – Pricing)
- Can be used to take any transaction type for multiple departments, including:
 - Alternative sentencing fees, incident report fees, tows, civil, child support, bail, work release, electronic monitoring, and any other payment type



Telephone Interactive Voice Response (IVR) Payments

TouchPay provides an Interactive Voice Response System (IVR), accessible by a toll-free 800-telephone number that accepts Visa and MasterCard credit/debit cards and the Green Dot MoneyPak card. With over 20 years of experience in IVR payment-transaction processing, TouchPay is the leader in developing the most efficient, cost effective, risk-free solutions in the industry. IVR transactions also allow instant posting to back-office reporting systems.

IVR features include:

- Accessible by a toll-free 800 telephone number
- Allows users to make deposits/payments from any phone at their convenience
- Accepts Visa and MasterCard credit/debit cards and MoneyPak
- Instantaneous posting of transactions to back-office systems
- Allows transactions 24/7/365
- Bilingual option available (English and Spanish)



Retail Walk-In Payments — available May 2012

Cash customers can safely and securely make deposits with TouchPay’s Retail Walk-In Payment service. In-store deposits can be made at select retailers who participate in the bill-pay network, which provides great convenience for cash depositors.

The Retail Walk-In Payment service offers users a cash-deposit option through a network of independent, neighborhood-based payment centers throughout the United States. With over 14,000 agents located in every major metropolitan area, many at major chain stores, supermarkets, convenient stores, and neighborhood businesses, this retail payment option offers cash customers the flexibility to deposit funds almost anywhere.

Retail Walk-In features include:

- Cash accepted for deposits/payments at over 14,000 retail locations
- In-store deposits are validated, approved, and processed in real time
- Transactions are integrated into the standard reporting system
- Multiple payment options available as certain retailers accept additional forms of payment



RELEASE SOLUTION

For release, TouchPay offers a **NO COST** debit card solution to the facility. The release solution was built specifically for corrections and is the most comprehensive solution in the industry, using both hardware and software to provide an easy-to-use and convenient release process, complete with unprecedented **security** in the transfer of inmate funds.



The Release Debit Card is activated by the facility at the inmate’s time of release. The pin number is also assigned at activation — ensuring the released inmate has secure access to their funds on an active card.

Benefits of the Release Card include:

- 100% Free to MCSO
- Eliminates check reconciliation
- Takes only moments to assign and fund a card
- Reduces workload on MCSO release staff and accounting
- No more escheatment
- Immediate use of funds by released inmate – eliminates concerns of releasing inmates during evenings and weekends without travel money
- First point-of-sale (POS) transaction is free

- Once card is issued, card issuer is responsible for customer service
- Automatic card replenishment to MCSO based on usage
- Instructional information distributed with card at release
- Accepted internationally, including Mexico and Canada, and at:
 - Any location MasterCard PIN-debit cards are accepted
 - More than 2 Million locations through the Star PIN-debit Network
 - More than 4,400 financial institutions and 350,000 ATMs across the US through the PULSE PIN-debit Network

The Release Card is issued by First California Bank pursuant to a license by MasterCard International Incorporated. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Futura Card Services is a registered MSP of First California Bank. **First California Bank, Member FDIC.**

The debit card solution funds releases to the card in the following way:

A daily report is run that contains all card-loading activity for a particular facility over a 24-hour period, and this report contains a batch grand total for that day's activity.

Accounting initiates a debit request for the total amount of the batch through the card issuer's bank to the designated account of the facility. This debit is initiated the day following the activity, except on Fridays and Saturdays when that debit is performed on the following Monday. The facility's designated bank account will show the debit the following business day of when the debit is initiated.

Release Kiosk

TouchPay is currently developing a Release Kiosk with an expected release date of **Q3, 2012** that will provide a convenient and cost saving process for facilities to release offenders. Monies held in the trust fund account can be distributed in the form of cash, check, and/or debit card in a completely automated kiosk environment. It is anticipated that additional enhancements will be required that will extend the expected release date not to exceed one year from **Q3, 2012**.

Facilities will minimize costs, labor, and the challenges associated with the current cash or check handling processes related to the release procedure. TouchPay's Release Kiosk will provide convenient and fast trust fund distribution alternatives that minimize our clients' cash/check handling liability.

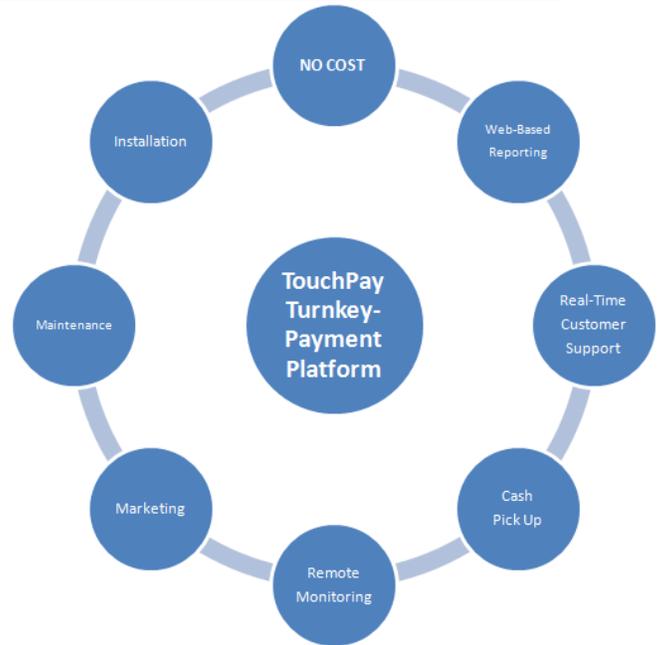
TouchPay's Release Kiosk features will include:

- Self contained cash distribution module capable of dispensing multiple denomination of bills
- High-capacity laser printer that will produce safe and efficient check printing and receipt
- Self contained automated debit card dispenser
- Secure touchscreen
- Driver's license and/or credit/debit card reader
- Fully itemized transactional printed receipt
- Stand alone or interfaced with current Jail Management System
- Trust Account clearing to a zero balance to reduce the audit process by not carrying forward a balance for uncashed checks

SERVICES

TouchPay’s turnkey, end-to-end payment platform is provided to MCSO at **No Cost** and includes:

- Installation
- Maintenance
- Remote monitoring
- Courier services
- Marketing materials
- Web-based investigative and transactional reporting
- Live, US-based Customer Service team (English and Spanish)



Installation

TouchPay will coordinate any required installations with MCSO personnel according to agreed upon implementations and timeframes.

Maintenance, Remote Monitoring, and Courier Services

TouchPay technicians monitor the Kiosk software in real time so they can quickly respond to any issues. Additionally, the Kiosk can operate in an off-line mode if the communication network is disrupted for any reason, and TouchPay will contact the MCSO designated representative within two hours of a system failure with an estimated time for recovery.

TouchPay monitors all Kiosks remotely and will advise MCSO when routine and/or scheduled maintenance will occur and the approximate time the system may be out of service. Most updates and repairs are done with minimal disruptions. TouchPay also monitors each Kiosk for cash volume levels and will dispatch couriers as needed to empty Kiosks.

TouchPay will install all Intake and Lobby Kiosks as outlined within the RFP and will be responsible for all ongoing maintenance of Kiosks and payment-related hardware and software services provided to MCSO.

TouchPay is responsible for any losses and/or repairs due to acts of vandalism or other causes and will not hold MCSO responsible for any uncollected monies. All monitoring and most software updates are completed remotely; however, cash pick up requires the Kiosk to be visited by a TouchPay courier on a routine basis. TouchPay contractors who service equipment and collect money from the Kiosks are bonded and insured. All MCSO security requirements and clearances will be adhered to for all TouchPay personnel and contractors working for TouchPay.

Marketing Materials

TouchPay spends significant time and effort implementing marketing programs to drive understanding and awareness of the TouchPay payment-processing system. In all cases, TouchPay has been able to drive incremental dollars and transactions into the trust accounts through the distribution of informational brochures and the marketing program.

The marketing effort is designed to focus on depositor awareness and education of using the TouchPay system, which eliminates the transitional service questions to the agency and correctional officers. Marketing material is provided at no cost to MCSO and includes posters at designated areas, and through take-home brochures and business cards located at reception areas, Kiosks, or any other area desired by MCSO.

Additional instruction and awareness of using TouchPay can be obtained through website links, a MCSO telephone call link to TouchPay’s telephone IVR payment system, and Lobby Kiosk advertising using both the secondary topper screen and take-away material. Marketing collateral is customized specifically for MCSO and approved prior

to printing and distribution. The Project Manager will complete Marketing Surveys in order for TouchPay to produce and distribute the proper quantities of instructional and marketing information.

Business Card

- For visitation/lobby areas – often attached to Lobby Kiosk
- English front/Spanish back
- Includes TouchPay’s toll-free Customer Service number to eliminate depositor calls to MCSO
- Basic deposit instructions included
- Small so depositors can easily take and keep with them for quick deposit reference and instruction

TouchPay Maricopa County, AZ

Deposit Funds to Inmate's Books
Funds Available Within an Hour!

- Pay by Phone: 1-866-355-9593
- Web: <http://maricopa.touchpaydirect.net>
- Kiosk: Located in Jail Lobbies

Charge will appear on your credit card/checking statement as "INMATE PAYMENT"

The Inmate Booking # is Required
A person putting money on an Inmate's Books Account needs proper and current identification

Logos: CASH, MoneyPak, VISA, MasterCard

FUND INMATE ACCOUNTS

COMMISSARY
To deposit money into a commissary/trust account.

TELEPHONE
Create a New or Fund an Existing Prepaid Phone Account Which allows you to receive calls from inmates at this facility

FUNDS AVAILABLE WITHIN 24 HOURS!
24-Hour/7 Days A Week Account Funding
Debit/Credit Card • Cash at Kiosk • Cash with Green Dot MoneyPak

Logos: VISA, MoneyPak, CASH, MasterCard

Telephone:
1-866-232-1899

Online:
www.touchpaydirect.com

Kiosk:
Located at 2 Locations
Mail Jail Lobby and Pre-Trial Building

YOU MUST HAVE THE INFORMATION BELOW TO FUND AN ACCOUNT

Maricopa County, AZ
Facility Locator # 276205

Inmate Name: _____
Inmate SO #: _____

THERE IS A CONVENIENCE FEE TO USE THIS SYSTEM.
Charge will appear on your credit card/checking statement as "INMATE PAYMENT"

TouchPay

Informational Brochure

- Provided in visitation/lobby areas – often attached to Lobby Kiosk
- English front/Spanish back
- Includes TouchPay’s toll-free Customer Service number to eliminate depositor calls to MCSO
- Basic deposit instructions included
- Larger piece is easier to read for depositors and can still be taken home for deposit reference and instructions

green dot **MoneyPak**

Convenience Account Funding at Your Local Retailer.

Touchpay accepts the Green Dot® MoneyPak®, the most convenient way to fund an inmate account with CASH at a retailer near you.

- No special trips to the kiosk - available at local retailers nationwide, including Wal-Mart, Walgreens, CVS/Pharmacy, Rite Aid, 7-Eleven, Kroger and more
- Same-day, instant payments, online or over the phone
- No credit card or checking account required
- No forms to fill out or personal information to share at the store

Follow the simple MoneyPak funding instructions below. You can learn more and find a MoneyPak retailer at www.moneypak.com.

How to fund an account with a Green Dot MoneyPak:

- Visit a Green Dot Retailer or www.moneypak.com to find a location near you.
- Purchase a MoneyPak from the Prepaid Product Section for the amount you wish to fund.
- Apply your funds online at www.touchpaydirect.com or call (866) 232-1899. You'll need your MoneyPak Number found on the package.

You must have the following information to apply your funds to the account:

Inmate Name: _____
Inmate ID #: _____
Facility City/State: _____
Facility Locator #: _____

TouchPay

MoneyPak Brochure

- Available in visitation/lobby areas – often attached to the Lobby Kiosk
- Provides information about what MoneyPak is and how to use it to fund an inmate’s account

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Posters

- Size: 8.5” x 11”
- Provided in visitation/lobby areas and internal PODs
- English and Spanish available
- Provides instructions so users can quickly and easily make deposits through the various payment methods



Post Cards

- Cards let inmates’ friends and family know how to make deposits into their accounts
- Additional cards are available through commissary vendor but do require postage



Reporting

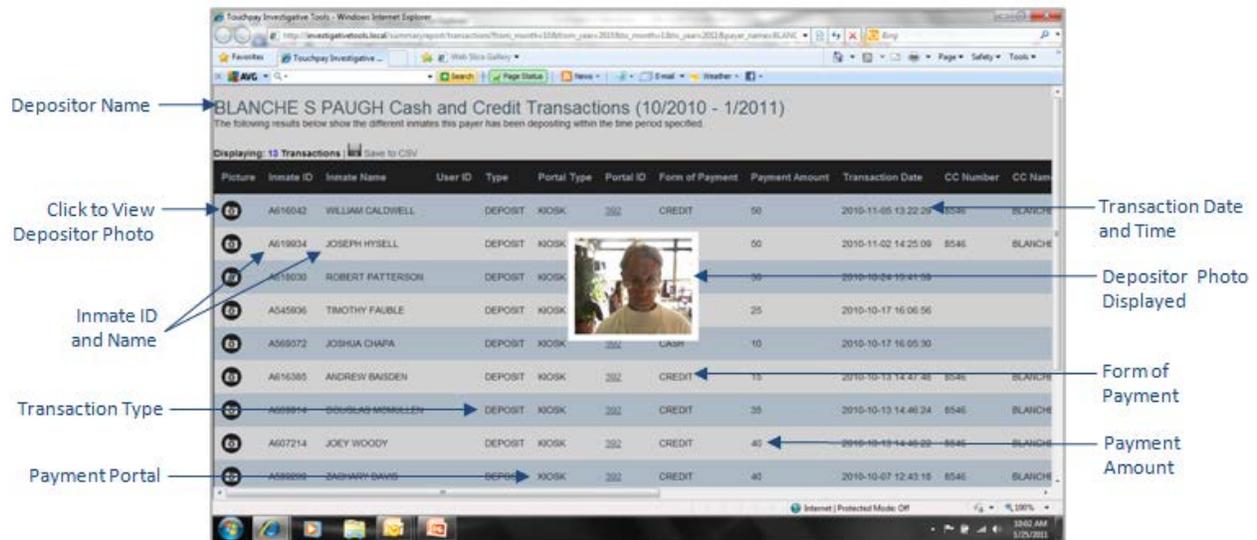
TouchPay offers our clients a variety of reporting options that provide added value by tracking inmate deposits, payment methods, and transaction history — all of which aid facilities in their investigative efforts. Reporting also offers the benefit of automation. Clients who use TouchPay exclusively (close their cash windows and stop accepting money orders) especially see those benefits by having all deposit information consolidated in one system.

Investigative and standard reporting details, examples and screen shots are included in this section.

Investigative Reporting

TouchPay now provides a comprehensive suite of reporting tools for investigators to securely log in and search for specific depositor and inmate information. This technology allows investigators to lookup transaction history and show connections between depositor and inmate accounts to determine abnormal activity. The reporting tool also provides investigators the ability to view detailed depositor and inmate historical data.

A sample investigative reporting screen shot is included to illustrate the level of transactional details available based on specific queries. This report displays transactions made to multiple inmates by a single depositor.



Reports include:

- Transaction details will include the following based on specified search queries: depositor name and address of record, number of inmates funded, inmate name, photos for Kiosk deposits, transaction type, date and time, form of payment (if credit used as payment, credit card name, address, and last four digits of card included), and amount of payment
- Ability to search by user-defined time periods
- Inmate transactions detail
- Capability to export results to Excel

Transactional Reporting

Transaction data is available to our clients in a wide variety of customized reporting methods. TouchPay uses the latest in database, network, and security technology to capture all the transactions that are recorded in our database, which is hosted in an independent, third party, secure-data center with multiple backup-data centers.

The MCSO will only have access to their transactions for reporting purposes. TouchPay will provide access only to authorized personnel. For security, the user management and authorization will be administered by the MCSO.

For ease-of-use, TouchPay can provide reports in a number of ways. Automated reports can be generated on a daily, shift, weekly, or any other time period so chosen by the MCSO and delivered directly to a distribution list by email, or by a specified file type to all approved facility personnel. Authorized personnel will have login access to the TouchPay system where they can access information on any of their facility’s transactions. Customized reports can be self-generated.

A sample of the typical reporting provided by the TouchPay system includes:

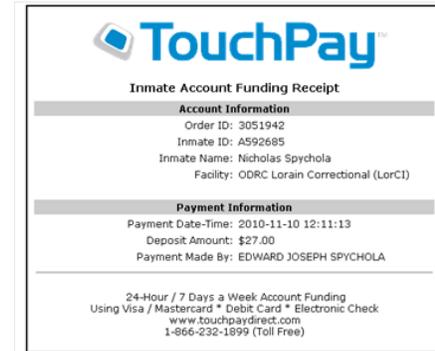
1. **Login:** Access the TouchPay reporting system via a secure URL link, email address, and password.
2. **Main Page:** Upon successful log in, the Daily Report appears. This report defaults to the previous day’s orders though the current time. To select a new date range, simply click the calendar icon and select the desired “From” and “Through” dates and click “Run Report.”

The Report Fields include:

- **Printable Receipt** — Sample
- **Transaction Date** — Real time so includes minutes and seconds
- **Facility** — Name of Correctional Facility

- **Transaction Date** — Real time so includes minutes and seconds
- **Transaction #** — Unique identifier created by TouchPay
- **Inmate ID** — ID number used to identify inmate
- **Inmate Name** — First and last name
- **Transaction Type** — Trust, phone, or other type of payment
- **Fees** — Per contract
- **Amount Payable** — Amount posted to inmate account
- **Total Amount** — Amount payable plus fees
- **Form of Payment** — Cash, credit/debit card, and MoneyPak
- **Payer Information** — Person making deposit
- **Printable Receipt** — Sample

Sample: Printable Receipt



Sample: Main Page

TouchPay Reporting

This report defaults to the previous day's orders through the current time today.

From: Nov 10, 2010 12:00:00 PM Through: Nov 14, 2010 2:26:52 PM Run Report Reset

Search Tools Sort by Facility Manage Users Show Summary Export to Excel Log Out

All Date-Time values are in Central Time Zone.

Consolidated Report Generate Multiple Receipts

Facility	Transaction Date	Transaction #	Inmate ID	Inmate Name	Transaction Type	Fees	Amount Payable	Total Amount	Form of Payment	Portal Type	Payer
ODRC Northeast Pre-Release Center (NEPRC)	2010-11-10 12:00:26	3051940	W078669	ANGELA DEMCHAK	Offender Personal Account	3	72	75	CASH	KIOSK	CECILIA KIRNER
ODRC Southern Ohio Correctional (SOCF)	2010-11-10 12:04:54	2979096	A597867	JERRY COLES II	Offender Personal Account	3	25	28	CREDIT	KIOSK	STEPHANIE N AYERS
ODRC Southeastern Correctional (SC)	2010-11-10 12:05:28	3081238	A615066	WILLIAM WOODRING	Offender Personal Account	6.25	50	56.25	CREDIT	WEB	marilyn rousseau
ODRC Richland Correctional (RIC)	2010-11-10 12:05:53	3081237	A531598	JASON HARRIS	Offender Personal Account	6.6	60	66.6	CREDIT	IVR	Valerie Harris
ODRC Trumbull Correctional (TC)	2010-11-10 12:07:31	3081246	W077700	AMANDA CLINE	Offender Personal Account	8	100	108	CREDIT	WEB	stacy hollingshead
ODRC Ross Correctional Institution (RCI)	2010-11-10 12:08:57	3081251	A626648	MARK BUTCHER	Offender Personal Account	6.6	60	66.6	CREDIT	IVR	Betty Melvin
ODRC Franklin Pre-Release Center (FPRC)	2010-11-10 12:09:18	3002210	W078171	JOELLA DONAHUE	Offender Personal Account	3	15	18	CASH	KIOSK	RONALD V SEXTON
ODRC Ohio Reformatory for Women (ORW)	2010-11-10 12:09:43	3081252	W078536	EVELYN DICKSON	Offender Personal Account	12.5	200	212.5	CREDIT	IVR	Tracy Sabol
ODRC Dayton Correctional Institution (DCI)	2010-11-10 12:10:03	3023307	A559115	ANTONIO HILL	Offender Personal Account	3	37	40	CASH	KIOSK	ANTHONY T FERGOUSON
ODRC Lorain Correctional (LorCI)	2010-11-10 12:11:13	3051942	A592685	NICHOLAS SPYCHOLA	Offender Personal Account	3	27	30	CASH	KIOSK	EDWARD JOSEPH SPYCHOLA
ODRC Warren Correctional Institution (WCI)	2010-11-10 12:11:26	3007422	A578362	CLIFF RICK	Offender Personal Account	3	17	20	CASH	KIOSK	MARY E BELL

3. **Depositor Photograph:** Each transaction record from a Kiosk deposit contains a photo taken during the transaction. Just select the “Payer” field and the picture taken will appear.

Name	Transaction Type	Fees	Amount Payable	Total Amount	Form of Payment	Portal Type	Payer
DET RELEASE	Commissary					KIOSK	MARICE STEPIEAU
TON	Commissary					KIOSK	ROSEMARY HART
XOMER	Commissary					KIOSK	MICHELLE
JO	Commissary					KIOSK	THERESA MICHELLE SCHOLL
H	Commissary					KIOSK	JOHN LITZBER
	Commissary					KIOSK	SHERRA ANGELO BIANCHI
	Commissary					KIOSK	C. CARTER
	Commissary					KIOSK	J. CARTER
WDRIDGE	Commissary					KIOSK	HEATHER RENEE STINGRIDGE

4. **Additional Functions:** For additional queries select, "Search Tools" button. Queries include name, ID, date range, transaction ID, and advance logic options.

TouchPay Reporting

This report defaults to the previous day's orders through the current time today.

From: Nov 13, 2010 12:00:00 AM Through: Nov 14, 2010 2:35:33 PM Run Report Reset

Hide Search Show Consolidated Manage Users Show Summary Export to Excel Log Out

From: Nov 13, 2010 12:00:00 AM Through: Nov 14, 2010 2:35:33 PM

Select Facility: ALL

Select Application:

Select Search Field: Transaction # Search For:

Optional

And: Transaction # Is: Select --

Search Reset Close

NOTE: This search feature is currently being refined to better serve your requirements. Some searches may cause unexpected results. If your search returns no results, you will need to click on the "Reset" button at the top of the page.

Inmate Name	Transaction Type	Fees	Amount Payable	Total Amount	Form of Payment	Portal Type	Payer				
DACHARY DAVIS	Offender Personal Account	3	50	53	CREDIT	KIOSK	WILLIE DORSEY				
DACHARY DAVIS	Offender Personal Account	3	50	53	CREDIT	KIOSK	WILLIE DORSEY				
ROGER LEDBETTER JR	Offender Personal Account	3	97	100	CASH	KIOSK	CASSIE N FUGATE				
SCOTT ROBISON	Offender Personal Account	3	22	25	CASH	KIOSK	SHERRY LYNN ROBISON				
JASON LEHMAN	Offender Personal Account	6.08	45	51.08	CREDIT	WEB	NANCY HEDRICK				
ODRC Allen Correctional Institution (ACI)	09:44:10										
ODRC Allen Correctional Institution (ACI)	2010-11-13 10:07:49	2969159	A595403	SCOTT GORSUCH	Offender Personal Account	3	57	60	CASH	KIOSK	KATE JEANETTE BURNIEP
ODRC Allen Correctional Institution (ACI)	2010-11-13 12:58:48	2969164	A569841	MICHAEL CENTERS	Offender Personal Account	3	50	53	CREDIT	KIOSK	DENISE J CENTERS
ODRC Allen Correctional Institution (ACI)	2010-11-13 12:59:27	2969165	A569841	MICHAEL CENTERS	Offender Personal Account	3	20	23	CREDIT	KIOSK	DENISE J CENTERS
ODRC Allen Correctional Institution (ACI)	2010-11-13 13:00:13	2969166	A475815	MARIO GUILLEN	Offender Personal Account	3	25	28	CREDIT	KIOSK	DENISE J CENTERS
ODRC Allen Correctional Institution (ACI)	2010-11-13 13:16:56	2969167	A527024	JAVIN DURR	Offender Personal Account	3	22	25	CASH	KIOSK	CHERYL A STARKS
ODRC Allen Correctional Institution	2010-11-13	2969170	A648204	JACQUELYN	Offender Personal	3	20	23	CREDIT	KIOSK	JACQUELYN

5. **Bank Deposit Report:** The bank deposit report can provide a consolidated report of all client facilities for a given time period, or seperated by facility and summarized by portal type and activity date.

This report defaults to the previous day's orders through the current time today.

From: Nov 1, 2010 12:00 AM Run Report Reset

Search Tools Manage Users Show Summary Log Out

All Date-Time values are in Central Time Zone.

Bank Deposit Summary

ODRC Allen Correctional Institution (ACI) - Offender Personal Account
Nov 1, 2010 12:00 AM - Nov 1, 2010 11:59 PM

Portal Type	Transaction Count	Convenience Fees	Amount Collected	Amount Payable
IVR	3	\$21.20	\$282.70	\$261.50
KIOSK	15	\$45.00	\$693.00	\$648.00
WEB	7	\$52.11	\$612.11	\$560.00
TOTAL of 25 Transactions:				\$1,469.50

ODRC Belmont Correctional (BeCI) - Offender Personal Account
Nov 1, 2010 12:00 AM - Nov 1, 2010 11:59 PM

Portal Type	Transaction Count	Convenience Fees	Amount Collected	Amount Payable
IVR	8	\$44.89	\$355.89	\$311.00
KIOSK	35	\$105.00	\$1,834.00	\$1,729.00
WEB	32	\$206.56	\$2,117.56	\$1,911.00
TOTAL of 75 Transactions:				\$3,951.00

ODRC Chillicothe Correctional (CCI) - Offender Personal Account
Nov 1, 2010 12:00 AM - Nov 1, 2010 11:59 PM

Portal Type	Transaction Count	Convenience Fees	Amount Collected	Amount Payable
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- Excel Format:** To display a Daily Report in Excel, select “Export to Excel.” After displaying, the full functionality of Excel is available.

Sample: Daily Report Displayed in

Facility	Transaction Date	Transaction #	Inmate ID	Inmate Name	Transaction Type	Fees	Amount Payable	Total Amount	Form of Payment	Portal Type	Payer
ODRC Northeast Pre-Release Center (NEPRC)	2010-11-13 00:00:44	3095005	W079162	RIG LAUDERDALE	Offender Personal Account	3.05	10	13.05	CREDIT	WEB	Carl Newman
ODRC Lorain Correctional (LoRC)	2010-11-13 00:04:43	3095009	A593166	THEODORE PATTON	Offender Personal Account	5.55	30	35.55	CREDIT	WEB	nichole sasaone
ODRC Lake Erie Correctional (LAEC)	2010-11-13 00:31:31	3095028	A590933	JACK DAY	Offender Personal Account	5.38	25	30.38	CREDIT	WEB	RITA DAY
ODRC London Correctional (LoCI)	2010-11-13 02:55:56	3095091	A628900	RYAN HACKWORTH	Offender Personal Account	6.25	50	56.25	CREDIT	WEB	Jerry Hackworth
ODRC Trumbull Correctional (TC)	2010-11-13 04:36:40	3095111	W078325	CHERYL GRAHAM	Offender Personal Account	5.55	30	35.55	CREDIT	WEB	jean eakin
ODRC North Central Correctional (NCCI)	2010-11-13 05:00:33	3095115	A628775	DESMI RDOGAN	Offender Personal Account	6.25	50	56.25	CREDIT	WEB	tim rogan
ODRC Northeast Pre-Release Center (NEPRC)	2010-11-13 05:18:17	3095117	W078893	MACHELLE BROWN	Offender Personal Account	3.85	10	13.85	CREDIT	IVR	Yolanda Rice
ODRC Northeast Pre-Release Center (NEPRC)	2010-11-13 05:18:46	3095116	W078960	SHANNON WEST	Offender Personal Account	6.25	50	56.25	CREDIT	WEB	Lisa West
ODRC North Central Correctional (NCCI)	2010-11-13 05:36:49	3095120	A628719	JERRY HAWKINS JR	Offender Personal Account	6.25	50	56.25	CREDIT	WEB	jerry hawkins
ODRC Ohio Reformatory for Women (ORW)	2010-11-13 05:37:33	2982072	W073700	TINA CROUSE	Offender Personal Account	3	37	40	CASH	KIOSK	ROSALIE A LAWSON
ODRC Mansfield Correctional (ManCI)	2010-11-13 05:54:52	2873781	A582237	JOSEPH TRIGGARI	Offender Personal Account	3	22	25	CASH	KIOSK	HELEN F TRIGGARI
ODRC Marion Correctional Institution (MC)	2010-11-13 05:56:57	2787120	AS41795	ULYSSES DAVIS	Offender Personal Account	3	97	100	CASH	KIOSK	ANNETTE A LUMPKINS
ODRC North Coast Correctional Facility (NCCF)	2010-11-13 06:09:43	2805127	A580799	VICTOR QUILLEN	Offender Personal Account	3	20	23	CREDIT	KIOSK	TERRY L HANN
ODRC Ohio Reformatory for Women (ORW)	2010-11-13 06:10:49	2982075	W079496	MARA KROM	Offender Personal Account	3	97	100	CASH	KIOSK	LOHNY G CASWELL
ODRC Richland Correctional (RIC)	2010-11-13 06:12:46	2949065	A583216	MATTHEW MILLER	Offender Personal Account	3	82	85	CASH	KIOSK	BETSEY S SUSSANG
ODRC Richland Correctional (RIC)	2010-11-13 06:17:22	2949867	A506758	ROBERT WILLIAMS	Offender Personal Account	3	97	100	CASH	KIOSK	RHONDA WILLIAMS
ODRC Noble Correctional Institution (NCI)	2010-11-13 08:27:38	2898158	A636125	WILLIAM BONNER	Offender Personal Account	3	72	75	CASH	KIOSK	JOAN E BONNER
ODRC Belmont Correctional (BeCI)	2010-11-13 08:28:14	2733022	A573853	GREGORY AGUIER	Offender Personal Account	3	57	60	CASH	KIOSK	JANET A AGUIER

- User Management/Security:** Administrators can manage multiple users and access privileges, including adding, deleting, or editing multiple users within the TouchPay User Management application.

Sample: User Management Screen

TouchPay User Management										
Add New User Back to Reports Logout										
Users										
1 2 3 4 5 <input type="text" value="30"/> Select how many users should be shown per page: <input type="button" value="submit"/>										
	Email Address	User Name	Partner Name	Application Name	Is Administrator	Is Active	Detail Email Report	Summary Email Report		
Add Facility Application	rmuncy@gtl.net	R Muncy	Ohio Department of Rehabilitation and Corrections	Offender Personal Account	✗	✓	✓	✗	Delete record	Delete User
Add Facility Application	jmosier@touchpaydirect.com	Jon Mosier	Ohio Department of Rehabilitation and Corrections	Offender Personal Account	✓	✓	✗	✗	Delete record	Delete User
Add Facility Application	jrcondall@touchpaydirect.com	Jennifer Crandall	Ohio Department of Rehabilitation and Corrections	Offender Personal Account	✓	✓	✓	✗	Delete record	Delete User
Add Facility Application	mcaesar@dsiti.com	Matt Caesar	Ohio Department of Rehabilitation and Corrections	Offender Personal Account	✗	✓	✗	✗	Delete record	Delete User
Add Facility Application	michelle.matheron@odrc.state.oh.us	Michelle Matheron	Ohio Department of Rehabilitation and Corrections	Offender Personal Account	✓	✓	✗	✗	Delete record	Delete User

Customer Service

Our Customer Service team prides themselves on availability and quick resolution of all issues and concerns for our depositors. Our support team can be contacted via a toll-free telephone number, or by email 24/7/365. TouchPay’s Customer Service team can answer questions on all activity once a transaction is finalized by utilizing our **real-time** transactional-reporting system. This allows our Customer Service team to properly handle every customer inquiry. Teletypewriter (TTY) capability will be provided to customers with hearing disabilities, and we also provide support in both English and Spanish.

The online Customer Service system receives real-time information on all transactions, including sender information and inmate deposit account. Order number, inmate ID or sender information for dispute resolution can uniquely identify any inquiries from depositors. Any transaction declines due to limits or insufficient sender information are identified and communicated to the depositor and reconciled through the TouchPay system.

Benefits of real-time, US-based Customer Service include:

- A better overall experience for depositors as they can speak with a “live” representative when they have questions
- Reduction of facility inquiries
- Ability to validate transactions immediately
- Ability for team members to assist end users in alternate payment options, including Retail Walk-In payments and MoneyPak
- Decreases disputed transactions
- Bilingual Customer Service team members can provide support in English and Spanish

Customer Service process includes:

When TouchPay receives a call or email, our Customer Service Representative (CSR) gathers all pertinent information, opens a ticket, assigns a case number, and sets a priority to every instance. Our escalation-operating procedure consists of three (3) levels:

- Level I: Ticket creation and resolution
- Level II: Escalation to expert
- Level III: On-site escalation

The goal is to provide resolution to any problems as quickly as possible. In most cases, calls are returned and issues are resolved within 30 minutes or less, all tickets are closed within 24 hours, and all on-site repairs requiring parts are resolved within 24 hours. All tickets not closed by 8pm CST every evening are escalated to management for review. All tickets not resolved within 24 hours are escalated to Executive Management.

Relationship Account Management Team

In order to provide our clients with the highest degree of support, TouchPay has a dedicated Relationship Account Management Team specifically for our facilities. This team will be the MCSO’s main point-of-contact for all support-related questions and activities, and they maintain a specific toll-free number for our facilities that is separate from our depositor customer support toll-free number.

The Relationship Account Management Team will provide the following support services to the MCSO:

- Respond to any inquiries from MCSO contacts
- Provide business hours and after hours (24/7/365) support
- Set up facility accounts
- Provide ongoing Kiosk support
- Maintain communications with MCSO staff to ensure satisfaction with services
- Collaborate with TouchPay’s IT team to resolve any technical issues that may occur
- Provide upon request for investigations information such as sender IP address and SID number (phone)

5.0 SHERIFF’S INFORMATION MANAGEMENT SYSTEM AND CIVIL PROCESS DIVISION SPECIFICATIONS:

- 5.1 System can process bonds and fines payments, i.e., receive payments from offender and public. [TouchPay acknowledges and will comply with this specification.](#)
- 5.2 System indicates how a bond was paid – via kiosk, phone, internet, or self-bond. [TouchPay acknowledges and will comply with this specification.](#)

- 5.3 System has ability for bond receipts to print automatically to payee and other designated areas.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.4 System must provide detailed reporting information to courts, to include the date, name, amount, court, who posted bond, and the case number.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.5 The system can easily route payments to the appropriate jurisdictional court using bank routing information.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.6 Contractor provides notification electronically directly to various courts on EFT of delivered funds to the appropriate bank account.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.7 The system should accept payments through Kiosks, IVR, and Web-based program(s).
[TouchPay acknowledges and will comply with this specification.](#)
- 5.8 Kiosks should have the ability to accept cash, checks, money orders, and other legal paper financial instruments, in U.S. funds only, plus debit and credit card transactions, to be programmed by location.
[TouchPay's Kiosks accept cash and credit/debit cards. TouchPay will accept money orders and cashier's checks sent to a specific lockbox location.](#)
- 5.9 IVR and web-based program(s) should accept debit and credit card transactions.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.10 The system must allow search queries in order to locate the person's unique identifying account number (called a "case number"). For example, the query must be able to search by:
- a. The Inmate's first and last name
 - b. The Payer's first and last name
 - c. The Booking number
 - d. Transaction number
 - e. The case number and state the paperwork originated from.
- [TouchPay acknowledges and will comply with this specification.](#)
- 5.11 The system will not accept payment for more than amount owed.
[TouchPay acknowledges and will comply for all payment forms other than cash.](#)
- 5.12 The vendor's system must generate daily reports in order to reconcile transactions made and received.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.13 The system has a void mechanism with a complete audit trail, and does not allow a deletion of a transaction.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.14 The system provides various levels of access and user permissions with regard to business transactions.
[TouchPay acknowledges and will comply with this specification.](#)
- 5.15 The system must accept \$25.00 minimum payments only, unless the bill is less than \$25.00.
[TouchPay acknowledges and will comply for all payment forms other than cash.](#)

- 5.16 The system must print a receipt to also include notification that a balance is still due in the event less than maximum payment is made.
TouchPay acknowledges and will comply with this specification.
- 5.17 The system must provide updated payment information into the Civil Process Division computer system.
TouchPay commits to developing the interface to update the Civil Process Division’s computer system.
- 5.18 The system must be able to interact with other integrated Civil Process Division systems.
TouchPay commits to developing the interface to update the Civil Process Division’s computer system.
- 5.19 The system must accept full payment for bills that have been designated as “gone to Collections.”
TouchPay acknowledges and will comply with this specification.
- 5.20 The system must allow search queries in order to locate the person’s unique identifying account number (called a “docket number”). For example, the query must be able to search by:
 - a. The first listed Plaintiff’s first and last name (or company name if applicable).
 - b. The first listed Defendant’s first and last name (or company name if applicable).
 - c. The case number and state the paperwork originated from.
 TouchPay acknowledges and will comply with this specification

6.0 IMPLEMENTATION PLAN:

The Contractor must provide a detailed Implementation Plan that models a general standard practice implementation.

TouchPay is currently in the process of implementing a new Software Development Lifecycle (SDLC) that will allow TouchPay to deliver more efficient, consistent and reliable solutions for its customers. TouchPay recommends that upon the award of the contact, a Project Management Plan will be prepared and shared with MCSO. The Project Management Plan (PMP) for MCSO will serve as a living artifact throughout the MCSO implementation and deployment and will include:

Background information	Test approach
Project approach / solution	Project standards
Goals & objectives	Project team organization
Project schedule	Roles and responsibilities
Critical success factors	Training needs
Scope	Project work plan – Gantt chart
Project deliverables	Risk management plan
Project milestones	Issue management plan
Impacted organizational areas	Change management plan
Critical dependencies	Communication management plan
Assumptions	Project closure plan
Constraints	

TouchPay employees will perform all tasks related to MCSO implementations; subcontractors will not be used. Upon award, specific resources and personnel will be assigned and communicated with MCSO. A Gantt chart has been provided on the following page that outlines Phase I implementation timelines for the Intake Kiosk, the Release Card, and Other System Requirements, duration, start dates, finish dates, and milestones. The date given in the RFP for award of contract has been used as an implementation start date; however, that schedule would be moved accordingly if the start date is dependent upon the contract being finalized. Implementation dependencies include the availability of MCSO’s IT resources and the completion of the application interfaces.

TouchPay currently installs between two and five facilities each month, and TouchPay has adequate implementation resources to meet agreed upon MCSO implementation timelines.

7.0 INTEGRATION REQUIREMENTS:

TouchPay currently supports Maricopa's integration requirements. Our current implementation, the Lobby Kiosks and backend IFCS interface, support Maricopa's current network environment. TouchPay uses MCSO's preferred transaction-oriented protocol, IFCS via IE (Integration Engine). For Intake and Release Kiosk implementations, TouchPay will leverage the existing deployed environments and continue to adhere to the secured distributed network requirements. TouchPay will work with MCSO to co-develop and/or enhance the MCSO-preferred transaction-oriented protocols that are required to support the Intake and Card Release platforms.

TouchPay currently does not utilize MCSO's development/test environment for the IFCS interface from TouchPay's test environment. TouchPay will be fully integrated with the existing MCSO systems and processes prior to the award date. The plan is to leverage the existing test environments in place today when integrating the Intake and Release Card platforms.

8.0 TRAINING:

TouchPay provides training both on site and via webinars and is happy to work with MCSO on any other training requirements.

On-site training includes:

- An overview of a transaction
- Live demonstration of Kiosks and Countertop terminal
- Overall questions and answers with appropriate personnel
- Intake Kiosk user guide

TouchPay conducts a webinar using WebEx for the Finance staff and Jail Management personnel. The training provides an overview of TouchPay systems, transactions flows for all payment portals, use of the reporting system, how transactions are processed and audited from end to end, bank deposit and blocked account reports, bank reconciliation, and customer service processes and support escalation. Details of all the data each MCSO staff member will have access to via TouchPay's online real-time reporting engine is also included. The ability for real-time queries allows the Finance team to perform timely reconciliations for both the daily and monthly accounting deadlines. The training normally lasts about an hour, includes the opportunity for questions, and is presented by a live TouchPay Accounting representative.

Webinar Training Syllabus: Payment Processing and Reporting

- Payment Portals & Methods
- Green Dot MoneyPak
- Transaction Time Line: Kiosk
- Guarantee Payment Policy
- Collection & Recovery Process
- Payment Reversal Process
- Reporting System
 - Getting Started
 - Report Fields
 - Receipts
 - Payer Info
 - Bank Deposits
 - Search Tools
 - Messaging
 - User Management
 - Contact Info

- Marketing
- Q&A

9.0 SERVICE/OPERATIONAL SPECIFICATIONS:

Installation, removal, or relocation of equipment must be approved in writing by MCSO in advance of the installation, removal, or relocation.

TouchPay has read, acknowledges, and will comply with this requirement.

Contractor is responsible for any losses and/or repairs due to acts of vandalism or other loss. MCSO is not responsible for any uncollected monies.

TouchPay acknowledges that we will be responsible for any losses and/or repairs due to acts of vandalism or other loss and will not hold MCSO accountable for any uncollected monies.

Evidence of vandalism or machine break-ins discovered by the Contractor shall be reported immediately to MCSO facility personnel.

TouchPay has a vested interest in ensuring all equipment is functioning properly and will immediately report any evidence of vandalism or machine break-ins to MCSO facility personnel.

Any change to service must be contract compliant and reported to MCSO personnel in writing at least 24 hours in advance.

TouchPay has read, acknowledges, and will comply with this requirement.

System scheduled maintenance or scheduled down times must be reported and authorized by designated MCSO personnel at least 48 hours prior to commencing.

TouchPay has read, acknowledges, and will comply with this requirement.

Contractor is responsible for the contracting and payment of any third-party operational requirements.

TouchPay offers our clients a turnkey cashless payment system that includes responsibility for the contracting and payment of any third-party operational requirements.

MCSO reserves the right to refuse access to any third party.

TouchPay utilizes third-party courier services for cash pick up and routine Kiosk maintenance. All third-party providers will adhere to MCSO's security clearance requirements as stated below in section 6.4 of this RFP, and TouchPay acknowledges and complies that MCSO has the right to refuse access to any third party.

Contractor contracts with third-parties at its own expense for cash collection and bank deposits, and any minor maintenance that the system may need.

TouchPay offers our clients a turnkey cashless payment system that includes responsibility for the contracting and payment of any third-party operational requirements.

Contractor contracts with third-parties at its own expense for any additional services, pilot programs, or other enhancements.

TouchPay offers our clients a turnkey cashless payment system that includes responsibility for the contracting and payment of any third-party operational requirements.

No charges may be levied to MCSO as part of this contract.

TouchPay has read and acknowledges that no charges will be levied to MCSO as part of this contract.

10.0 SUPPORT AND MAINTENANCE:

Any Contractor requests for assistance from MCSO to resolve discrepancies must be submitted in writing.

TouchPay has read, acknowledges, and will comply with this requirement.

MCSO retains the right to refuse any such requests for assistance that are deemed an excessive burden to MCSO staff and/or not in the best interest of the County.

TouchPay has read, acknowledges, and will comply with this requirement.

Contractor must define strategies for accomplishing each of the following activities, including any supporting critical systems: Emergency, Backup, Recovery

TouchPay's business operations provide for redundancy within multiple data centers. All data centers have a 48-hour battery backup and a diesel generator backup for extended outages.

The disaster recovery strategy explained below pertains specifically to a disaster disabling the main data center. This functional area provides major server support to TouchPay's payment applications. Especially at risk are the critical applications designated as Category I Systems. TouchPay's Operations and Systems (O&S) plan provides for recovering the capacity to support these critical applications within two (2) hours. Summarizing the provisions of the O&S plan, subsections below explain the context in which TouchPay's Business Continuity Plan operates. The Business Continuity Plan complements the strategies for restoring the data-processing capabilities normally provided by O&S.

This section addresses the three (3) phases of disaster recovery:

1. Emergency
2. Backup
3. Recovery

Strategies for accomplishing each of these phases are described below. It should be noted that the subsection describing the emergency phase applies equally to a disaster affecting the main data center or other buildings that house TouchPay servers.

1. Emergency Phase

The emergency phase begins with the initial response to a disaster. During this phase, the existing emergency plans and procedures of TouchPay's IT staff direct efforts to protect life and property, the primary goal of initial response.

If the emergency situation appears to affect the main data center (or other critical facility or service), either through damage to data processing or support facilities, or if access to the facility is prohibited, the Duty Person will closely monitor the event, notifying TouchPay personnel as required by assisting in damage assessment. Once access to the facility is permitted, an assessment of the damage is made to determine the estimated length of the outage. If access

to the facility is precluded, then the estimate includes the time until the effect of the disaster on the facility can be evaluated.

If the estimated outage is less than two (2) hours, recovery will be initiated under normal Information Systems operational-recovery procedures. If the outage is estimated to be longer than two (2) hours, then the Duty Person contacts the Business Continuity Management team, which in turn notifies TouchPay, and the Business Continuity Plan is activated. The recovery process then moves into the backup phase.

The Business Continuity Management team remains active until recovery is complete to ensure TouchPay will be ready in the event the situation changes.

2. Backup Phase

The back-up phase begins with the initiation of the appropriate Recovery Plan(s) for outages enduring longer than two (2) hours. In the initial stage of the backup phase, the goal is to resume processing critical applications. Processing will resume either at the main data center, or at the designated hot site, depending on the results of the assessment of damage to equipment and the physical structure of the building.

In the backup phase, the initial hot site must support critical (Category I) applications for up to four (4) weeks and as many Category II applications as resources and time permit. During this period, processing of these systems resumes, possibly in a degraded mode, up to the capacity of the hot site. Within this four (4)-week period, the main data center will be returned to full operational status if possible.

However, if the damaged area requires a longer period of reconstruction, then the second stage of backup commences. During the second stage, TouchPay will move to a predetermined, temporary-processing facility that we have contracted to use for this purpose.

3. Recovery Phase

The time required for recovery of the functional area and the eventual restoration of normal processing depends on the damage caused by the disaster. The recovery process begins immediately after the disaster and takes place in parallel with backup operations at the designated hot site. The primary goal is to restore normal operations as soon as possible.

Contractor must install, remove, or relocate equipment as specified by MCSO.

TouchPay has read, acknowledges, and will comply with this requirement.

Any substantial changes to visible functionality of the system must be detailed in a version update document.

TouchPay has read, acknowledges, and will comply with this requirement.

The version update document must be sent to MCSO via email for distribution among appropriate personnel at least one week prior to implementation of the change.

TouchPay has read, acknowledges, and will comply with this requirement.

**Contractor will maintain a register of all equipment or system failures. The register must:
Include location, unit number, incident time, nature of the failure, and time and date of repair.
Be made available to MCSO upon request.**

TouchPay has read, acknowledges, and will comply with this requirement.

Contractor must provide 24-hour support every day of the year.

TouchPay provides 24-hour support 365 days a year to both depositors and facility clients. Customer support is explained in detail in the following question, 8.9.

Contractor must provide a help line for all areas utilizing the proposed system (Technology, Detention, Finance, and Patrons).

TouchPay's Customer Service team prides themselves on availability and quick resolution of all issues and concerns for our depositors. Our support team can be contacted via a toll-free telephone number, or by email 24/7/365. TouchPay's Customer Service team can answer questions on all activity once a transaction is finalized by utilizing our **real-time** transactional-reporting system. This allows our Customer Service team to properly handle every customer inquiry. Teletypewriter (TTY) capability will be provided to customers with hearing disabilities, and we also provide support in both English and Spanish.

The online Customer Service system receives real-time information on all transactions, including sender information and inmate deposit account. Order number, inmate ID or sender information for dispute resolution can uniquely identify any inquiries from depositors. Any transaction declines due to limits or insufficient sender information are identified and communicated to the depositor and reconciled through the TouchPay system.

Benefits of real-time, Texas-based Customer Service include:

- A better overall experience for depositors as they can speak with a "live" representative when they have questions
- Reduction of facility inquiries
- Ability to validate transactions immediately
- Ability for team members to assist end users in alternate payment options, including Retail Walk-In payments and MoneyPak
- Decreases disputed transactions
- Bilingual Customer Service team members can provide support in English and Spanish

Customer Service process includes:

When TouchPay receives a call or email, our Customer Service Representative (CSR) gathers all pertinent information, opens a ticket, assigns a case number, and sets a priority to every instance. Our escalation-operating procedure consists of three (3) levels:

- Level I: Ticket creation and resolution
- Level II: Escalation to expert
- Level III: On-site escalation

The goal is to provide resolution to any problems as quickly as possible. In most cases, calls are returned and issues are resolved within 30 minutes or less, all tickets are closed within 24 hours, and all on-site repairs requiring parts are resolved within 24 hours. All tickets not closed by 8pm CST every evening are escalated to management for review. All tickets not resolved within 24 hours are escalated to Executive Management.

Relationship Account Management Team

In order to provide our clients with the highest degree of support, TouchPay has a dedicated Relationship Account Management Team specifically for our facilities. This team will be the MCSO's main point-of-contact for all support-related questions and activities, and they maintain a specific toll-free number for our facilities that is separate from our depositor customer support toll-free number.

The Relationship Account Management Team will provide the following support services to the MCSO:

- Respond to any inquiries from MCSO contacts
- Provide business hours and after hours (24/7/365) support
- Set up facility accounts
- Provide ongoing Kiosk support
- Maintain communications with MCSO staff to ensure satisfaction with services
- Collaborate with TouchPay's IT team to resolve any technical issues that may occur

- Provide upon request for investigations information such as sender IP address and SID number (phone)

Contractor must provide a toll-free number to report outages and service issues.

TouchPay provides our facility clients with a toll-free number to their dedicated Relationship Account Manager to report outages, and service issues.

Contractor must respond within two (2) hours by remote diagnosis or by dispatching a service technician.

TouchPay has read, acknowledges, and will comply with this requirement.

No additional charges may be levied to MCSO as part of this contract.

TouchPay has read and acknowledges that no charges will be levied to MCSO as part of this contract.

Contractor must have one complete unit on standby locally and maintain a parts depot for the peripherals utilized for any/all repairs that are necessary.

TouchPay has read, acknowledges, and will comply with this requirement.

Within six (6) hours of diagnosis, any hardware in need of repair must be repaired or replaced by the Contractor.

TouchPay has read, acknowledges, and will comply with this requirement.

EXHIBIT C

CLARIFICATIONS

Note: The following clarifications are intended to provide greater knowledge and understanding to the original proposal submitted by the Contractor. In the event that there is a conflict between any of the responses provided below the most favorable response to the County shall prevail. In addition, if there is any conflict between the responses listed below and Exhibit B the responses in Exhibit C shall prevail as defined above. In addition, the stricken questions are for informational purposes only or are duplication and are not considered part of the contract.

Proposal Questions:

1. Pg 1, 8 – Is the Release Kiosk still expected to be available in Q3 2012? TouchPay’s standard version of the Release kiosk will be available in Q3 of 2012. Due to the uniqueness of MCSO’s operations and procedures, we would like to collaborate with MCSO before the release kiosk is fully developed for MCSO. It is anticipated that additional enhancements will be required that will extend the expected release date not to exceed one year from Q3, 2012.
2. Pg 6 - Is the Retail Walk-In Payments still on track for delivery in March 2012? Yes. However, this has been delayed by Softgate. The new anticipated launch date is May 2012.
3. Pg 3, 4 - What is the timing of posting a payment made at a retail location via the Green Dot Money Pak Card program to both the inmate card and to Maricopa County? Please provide more specific detail. We are looking to received funds to our checking account in 24 hours. All TouchPay transactions post to MCSO in real time.
4. Pg 3 - What advantage/disadvantage do you recognize for choosing batch posting vs. real time posting for file updating of accounts? It was noted that we can designate how often a batch is created. Please give more detail on this process. Real time posting allows the funds to be posted near real-time to the inmate account. It’s the safest and preferred method to ensure deposits are applied individually in a timely manner. Batching is used for non critical data exchanges. Batching is also simpler and less expensive to implement, and used by older technology solution providers.
5. Pg 1, 5 of 55 of Business Requirements-The funds are loaded to the card intraday “real time” even though the ACH transaction occurs in 48 hours. Is our Trust Fund checking account credited within 24 hours? Yes.
 - a. Explain your definition of real time posting. TouchPay has established an interface with MCSO Message Queue. There is no holding of transactions for posting at a later time. Real time is defined as the length of time to complete transactions from the TouchPay systems to MQ and post to MCSO accounting software.
 - b. Describe a situation or event where a payment is not posted in real time or there is a delay? That could occur if there was a network transport interruption.
 - c. Describe the manual processes required mentioned to ensure that funds are successfully credited to the MCSO checking accounts in 24 hours?
 - d. Will your company be using Central Standard Time or Arizona time for posting? Arizona time.
6. Please describe the timing of monies processed to (1) the card, (2) the inmate account, (3) to MCSO checking accounts for:

Booking – Real Time	Posting an inmate account – Real Time	A released / bonded – Real Time
Day 1	Day 1	Day 1
Day 2	Day 2	Day 2
Day 3	Day 3	Day 3
Day 4	Day 4	Day 4
Day 5	Day 5	Day 5

The timing of monies to MCSO checking accounts is shown in the TouchPay Payment Schedule below. This would be adjusted based on any changes required to the process.

TouchPay Payment Schedule						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Batch File -M		Payment Received -M				
	Batch File -T		Payment Received -T			
		Batch File -W		Payment Received -W		
Payment Received -TH			Batch File -TH			
	Payment Received -F			Batch File -F	Batch File -S	Batch File -SU
	Payment Received -S					
	Payment Received -SU					

7. Please provide a more detailed listing of the convenient locations nationwide involved in the Walk-In program? [A sample listing of Arizona retail locations is detailed in Section 7 of Exhibit E.](#)
8. Pg 11 – Please provide examples of the available on-demand reports, the ad hoc (date range) payments reports, the transaction listing report, and a report from the system audit log. Who is the third party referenced on Pg 11 in Transactional Reporting? [Equinix is the third party data center co-location provider. Examples of reports are provided in Sections 4 and 5 of Exhibit E.](#)
9. Where is TouchPay’s 24X7X365 call center physically located (in Texas)? [Irving, Texas](#)

Kiosk Customization Questions:

10. If requested, can more customization be done to the booking kiosk or is MCSO going to be required to utilize the unit as it is now? Customization is without charge? [Yes, TouchPay can customize the booking kiosk. Typically, chargeable items include changes that are proprietary in nature. If the change request is functionality that can be re-used by other clients, there is typically no charge.](#)
11. Will the release kiosk be customized for Maricopa County or will we be using the “standard” model? [The Release Kiosk is in the development phase and hardware has been selected. TouchPay welcomes mutual collaboration with MCSO for deployment of the Release kiosk.](#)
12. Are kiosks automatically replaced with new ones at or before the 5 year life cycle? [No. Because of the varied mean time to failure of the kiosk hardware, there is constant upgrading of the peripherals.](#)
13. Can your kiosks be modified to print ink receipts at intake and release instead of thermal? [The intake kiosk only utilizes a direct thermal printer. The release kiosk will utilize a laser printer.](#)
 - a. If not and receipts are printed by sending to a printer, will you provide supplies and equipment? [All TouchPay transactions may be reprinted from the back office reporting on any printer you have available.](#)
 - b. Will you accept all responsibility for the network and operation of these printers, including ink, etc.? [No. TouchPay is not on the MCSO network and would have no means to support and maintain.](#)
 - c. How much additional space is required? [None.](#)
 - d. How will redundancy be provided? [Back-office reporting transactional receipts is available online.](#)
14. In lieu of a lockbox for check deposits, can a check scanner and MICR reader be installed and checks be remitted electronically to the bank for faster and less costly collection? This could avoid a lockbox service and implementing a lockbox in the Intake Process as described on Line 15, Pg 3 of 55 in the Business Requirements document. [A check scanner is not available. TouchPay would use a lockbox to process paper financial instruments.](#)
15. If checks can be accepted into the kiosk in lieu of a lockbox, can the kiosk be programmed to accept only specific checks? [The service is not available on the kiosk.](#)
 - a. Would we control the list of checks eligible for specific deposit? Do you have such a list currently? Can we get a copy of it? [N/A](#)
 - b. Will you guarantee liability for accepting checks and posting the deposits immediately to the inmate’s account without a “holding” period waiting for the funds to clear the bank? How can we avoid a 5 day waiting period? [The waiting period is in place for fraud control.](#)
 - c. Can the thermal receipt printer within the kiosk be changed to an ink printer? [No.](#)
 - d. Can a bar-code reader be installed to pre-populate data? [Yes, a bar code reader can be installed.](#)

- e. Can the kiosk be programmed to require the first two or three letters of the inmate's last name instead of just one letter to achieve more confidentiality? Does the system drill down as each additional letter is entered? **Yes, this is programmable.**
16. ~~Pg 7 Please describe in more detail how the lockbox service works for checks. A money order or cashier's check along with a completed deposit slip would be remitted to TouchPay either through the US Postal Service or a lockbox. TouchPay personnel would process the money orders and cashier's checks for deposit into the MCSO inmate trust bank account. The TouchPay system will send to MCSO through MQ all money orders and cashier's checks processed with a unique order type to identify the transaction as a money order or cashier's check.~~
- a. ~~Are funds ever credited to the account prior to 5 days? No.~~
 - b. ~~Is there any notification process? Does it ever take longer than 5 days? There is no notification process. It is possible to take longer than 5 days if there is a bank holiday or a disruption in the US Postal service.~~
 - c. ~~What if the check is not a money order or cashier's check, what is the process? It will be returned to the sender with an explanation of why it was rejected and the acceptable financial instruments.~~
 - d. ~~Can this be customized, i.e. other specific government agency issued checks? TouchPay is open to discuss this.~~
 - e. ~~What if a deposit slip was not included with the check, what is the process? The money order or cashier's check will be returned to the sender with an explanation.~~
 - f. ~~Please describe your "verification" and notification process in detail? Before the transaction is remitted to MCSO, Touchpay will validate the inmate to verify the inmate is in custody and is allowed deposits. If validated, TouchPay will remit the transaction to MCSO for posting.~~
17. Can TouchPay's kiosks be modified to return change in cash and/or coin? **The Release Kiosk will have the ability to distribute paper bills at release. The Intake and Lobby Kiosk do not dispense cash or coin.**

Kiosk General Questions:

18. If modifications, patches, upgrades or other modules/programs are required/requested in the future (post implementation) do you still guarantee no charge to Maricopa County as this contract has been awarded as a zero cost/risk free process to Maricopa County and MCSO? **Yes.**
19. The bar-code reader pre-populates the booking number. Does it pre-populate any other information? **Yes, it is possible to pre-populate additional information based on the information available in the barcode.**
20. Can the kiosk be programmed to require the first two or three letters of the inmate's last name instead of just one letter to achieve more confidentiality? Does the system drill down as each additional letter is entered? **Yes.**
21. Could each kiosk be programmed / customized differently dependent upon each MCSO location needs should they be different? **Yes, we currently provide this functionality for other facilities.**
22. How is a transaction handled at the kiosk when there are more than 30 bills needing to be fed through the bulk bill acceptor? Are there multiple transactions needed or does the bulk bill acceptor "reopen" for more bills to be fed until the amount entered on the screen is achieved in one transaction? How will the audit trail come over in a feed to the Pre-Booking system? What is MCSO's tracking system for knowing a check was deposited but not yet posted? **The intake will accept more than 30 bills in a given transaction. The 30 bill requirement is the capacity for the Bulk Note Feeder tray. There will be an online report for pending cashier and money order deposits that MCSO personnel may access.**
23. Since the kiosk will be remotely monitored by your staff, will MCSO ever be required to contact your company for any part of the process? It is noted that we have a service center contact specifically for MCSO and a separate one for customer use. **TouchPay does not require MCSO personnel to contact us.**
24. Pg 9 - The funds are loaded to the card intraday "real time" even though the ACH transaction occurs when? **The next business day.** Describe a situation or event where a payment is not posted in real time? **Cashier's Check or Money orders are not posted real time.**

25. Poster and brochure says available in 24 hours but business cards and post cards say within 1 hour – why the difference? TouchPay initially provided different soft copy options for pre-approval of marketing. Marketing was approved by MCSO in April of 2009 for “Funds available within an Hour”. The marketing firm that prints all literature for TouchPay has the correct files. When providing sample literature for the RFP response, TouchPay included both.
26. Regardless of the method of payment, kiosk, IVR etc. and without recourse to Maricopa County, TouchPay takes full responsibility for any fraudulent or disputed card transactions correct? Yes.

Attachment A Questions:

27. Are there any additional fees passed to the depositor that are not listed on Attachment A? You mention an additional \$1.00 per transaction at some self-serve retail locations? What is the cost of the Green Dot Money Card to the depositor? Is it in addition to what is listed? A person may purchase a Green Dot MoneyPak card to pay a variety of bills for \$4.95.

Attachment D (Business Requirements) Questions:

28. Pgs 6-7, Line 48 (2.13), Line 135 (5.0), Line 206 (9.0)
- a. What would preclude an individual (or individuals) from making multiple deposits to an inmate’s account in amounts less than \$9999.99 each, but totally more than \$10,000 in aggregate? The system would require multiple cards to be provided.
 - b. Does the system detect and flag these deposits so a SARS report can be submitted? Yes, the system detects and flags for SARS reporting.
 - c. What about a single individual who makes large deposits to multiple inmate accounts that total more than \$10,000 in aggregate? Does the system detect this? Yes.
 - d. What is the process when a single deposit or funds release exceeds \$10,000? TouchPay completes an IRS form 8300.
29. Pg 5, Line 35 – Please explain the exceptions to RFP sections 4.4.3, 4.4.5, and 4.3.4.6?
- e. 4.4.3 The vendor shall be in the business of supplying and adapting cashless solutions for a minimum of THREE years as a prime contractor. ~~Response from Gray Hawk—Gray Hawk is a subcontractor to the Prime and not required to meet this condition.~~
 - f. 4.4.4 Vendor shall provide the documentation necessary to prove business stability, and its ability to invest in and provide maintenance for the proposed system. ~~Response from Gray Hawk—Since Gray Hawk is not taking the deposit directly or paying out any monies to any party of this contract our financial stability is of little consequence as we never put our client at risk of financial loss in any way. Once established our service providers would fill any gap created by Gray Hawk.~~
 - g. 4.4.5 The system proposed shall have been in release a minimum of one (1) year. ~~Response from Gray Hawk—ReleasePRO has not been in release a minimum of one (1) year. All programs being offered by Gray Hawk have substantively been in effect for one year or longer. Certain elements have been re-titled and a newly patented interface is being used, none of which would put MCSO at risk with operations failures.~~
30. What if an uncashed debit card has not yet been activated upon an inmate’s re-arrest? Can it still be accepted through the intake kiosk? Yes.
31. Line 59 – Can the card be “unfunded” after the inmate has departed the facility? How is the inmate notified of the change in the balance available? The release card may be voided within 48 hours of activation. When the card is attempted to be used it will be declined and the merchant will instruct the person to contact customer service. The customer service number is printed on the back of the release card.
32. ~~Line 77—What happens if an inmate is released during the 5 day hold period for all lockbox transactions? All lockbox transactions will be re-verified to confirm the inmate is still incarcerated before a transaction is submitted to the MQ.~~

33. Line 157 – When fill functionality for a date/time stamp in Arizona time be available? [Within 80 days of signed contract.](#)
34. What is the process for the County to add new bank account information to the TouchPay servers for EFT payments? What is the usual turnaround time for these types of requests? [Five business days to add or change bank information. Jennifer Crandall will provide the necessary form upon request.](#)

Business Requirements Document Questions:

35. ~~Please refer to question #4 in Kiosk Customization above. More detail is requested on your vision suggested on Line 15, Pg 3 of 55 response regarding implementing a lockbox in the Intake Process area for manual pick up by the courier. The TouchPay bonded courier would include in the cash handling process the pickup of paper financial instruments that would then be processed through the Touchpay lockbox system.~~
36. Please note that onsite training (post implementation and ongoing as needed) must be administered to any Maricopa County agency/location utilizing the system. They are located separately throughout the County. Will this be an issue? [No, this is not an issue.](#)
37. BR 38 of 55 - Please explain the line #208, 9.2 answer more clearly. TouchPay is funding MCSO’s checking account(s) daily via EFT using “our bank’s Commercial Electronic Office” tool. What time deadlines must be met to receive funds within 24 hours? In order for TouchPay to achieve a 24 hour funding and maintain financial controls we would need to modify current practices. [TouchPay would like to discuss the details of this requirement because it will modify current practices and potentially cause additional MCSO resources needed for reconciliation. A few options to discuss:](#)
- [12 noon cut-off time for all transaction reconciliation.](#)
 - [MCSO to set up an account at Wells Fargo Bank to meet funding requirements.](#)
38. ~~BR Line 14 Do you have other options other than a lockbox for depositing checks? See above. [No.](#)~~
- ~~a. Are the funds posted to the account “in real time” after being scanned into the system but the funds are not allowed to be used? Is this obvious to the depositor? [No.](#)~~
 - ~~b. What would be MCSO’s tracking system for knowing if a deposited check posts. [Online reporting for pending lockbox deposits.](#)~~
 - ~~c. How long will it take checks to post to the inmate account and to Maricopa County checking accounts? [5 days.](#)~~
39. BR Line 27 – Please describe the process to return deposit funds, with Supervisory approval? [Refunds are issued within 30 days of verification of refund eligibility. A manual check is sent for cash and MoneyPak transactions. For credit and debit card transactions, the refund is processed back to the original credit or debit card.](#)

Other Questions:

40. What kind of “error” calls are typically received by your Customer Service Agents?
- [Customer states inmate id # invalid \(due to the customer not entering the alpha character\).](#)
 - [Card is declined by issuing bank](#)
 - [Card is declined due to AVS mismatch \(address verification\).](#)
41. What is the volume of error calls per month for a client similar to Maricopa County? [Error call volume is directly related to kiosk usage, inmate population, and length of time installed. Typically, the call volume for MCSO is less than 200 per month due to high kiosk usage, ease of the deposit system, and repeat customers who understand the process.](#)
42. ~~Are credit card merchant identification numbers (mids) provided by Future Card Services or First California Bank or do we supply our own? It is noted that FIS Global is a partner of Futura Card Services. [No.](#)~~
43. Are all interchange fees or related charges absorbed by TouchPay? No fees other than those stated on Attachment A are passed to the card holder correct? [Yes, this is correct.](#)

44. What will the descriptor on the cardholder's statement say as this can create dispute questions? (Maricopa County, TouchPay, Futura Card Svs, First California, other)? "Inmate Deposit" on MCSO transactions. "Court Payment" on civil court transactions.
45. Are credit card disputes handled by your Customer Service Center? How does a user know what phone number to call for a disputed transaction? Credit Card disputes are handled by TouchPay Customer service. The TouchPay customer service number is on marketing material, labels on the kiosk and on the website.
46. Are American Express or Discover cards accepted at the kiosks? What about at the Web or IVR? American Express and Discover cards are not accepted. Based on market research, the use of these cards has historically been too low for acceptance. TouchPay is willing to discuss for certain payment types. (i.e. courts)
47. Can unused funds be left on a card indefinitely? No.
- Could "dormant" funds be lost to the cardholder in any way? If so please describe? Yes, there is an inactivity fee after 90 days of \$6.95 and there is a weekly fee up to \$3.50.
 - What happens if a card with a remaining balance is "lost" but not reported? Over time, the fees from the card processor will reduce the balance to zero. However, the cardholder can request a replacement card for \$6.95.
 - Are balances ever escheated to the State of AZ due to non-activity? No.
48. How user friendly is your website for research by MCSO finance staff? Will we have an accounting member from your staff as a point of contact for us? On-demand online reporting is available to MCSO finance staff. Yes, Jennifer Crandall will remain your TouchPay accounting contact.
49. Please provide statistical information on the following:
- Number of released inmate complaints about their funds being issued on debit cards. TouchPay has not received any complaints directly from released inmates. The card processor receives approximately 1% of calls due to complaints.
 - Number of inmate complaints about fees associated with released funds. Of the 1% above, approximately 75% of the calls are related to the fees.
 - Number of customer service calls received from the general public about their inability to process a deposit through the kiosk, IVR or web. Error call volume is directly related to kiosk usage, inmate population, and length of time installed. Typically, the call volume for MCSO is less than 200 per month due to high kiosk usage, ease of the deposit system, and repeat customers who understand the process.
50. Please provide information you are aware of that has caused legal concerns about your bonding fees and process? There are no known concerns for the self-release of inmates.
51. How will a customer get hold of a live person from your company to explain a problem with a deposit they made? Is the Customer Service number an IVR that prompts them through numerous questions before they can speak to an operator? A person may contact Customer Service via a toll free number. The IVR only requires the selection of English or Spanish to proceed to the selection of Customer Service.
52. Will you also provide hand held devices if we have need for them? TouchPay is open for discussion on this topic.
53. If MCSO or a MC agency must subpoena records for legal purposes is there a charge to
- Maricopa County (MC)? What's the delivery time / method? For electronic records there is no charge and delivery time is normally within 48 hours. If paper copies are required, then MCSO or MC would be billed at \$50.00 per hour and delivery time would be dependent on the scope of the subpoena.
54. Is TouchPay, ~~Gray Hawk~~, Futura Card Services PCI certified?
- TouchPay is PCI compliant.
 - Futura is PCI compliant.
 - ~~Gray Hawk is not currently required.~~

55. What is the procedure if a mailed permanent debit card is returned as undeliverable? ~~Response from Gray Hawk~~ ~~Gray Hawk would use other contact information that is on file such as phone, email, etc. If the person couldn't be located, it would go into the escheatment process.~~
56. The Debit Card Solution described on Pg 7 needs better clarification please. Is this correct?
- o Day 1 - Release card is activated by MC personnel. Card is immediately ready for use. Inmate leaves the facility with the card. ~~Correct.~~
 - o Day 2 - "Accounting" area (Touch Pay or who?) initiates a debit request for the total batch amount listed on the daily report. ~~Futura (First California Bank) initiates an ACH debit for the total batch amount for the prior day release card loads.~~ (Friday and Saturday initiate on Monday). Or is this function completed on Day 3? Is this one debit request through First California Bank who will parse it to the various card holder institutions? ~~Yes, a single debit request from Futura (First California Bank) for previous day card loads.~~
 - o Day 3 - Receive funds to bank accounts? ~~Only applies to card loads completed on Friday, Saturday, and Sunday.~~
57. Describe the "Manual" processes required to ensure the funds are deposited to the Inmate Trust Fund Bank within 24 hours? ~~The TouchPay system operates from midnight to midnight. The 24 hour requirement of funding would modify current business practices that may include a transaction cut-off time, credit card settlement issues through merchant processor, and bank account changes.~~
58. Is there any notification/direction at the kiosk screen that non branded debit cards are only accepted via Web and Telephone payment portals? ~~The kiosk shows which forms of payment are accepted. We are open to discussions for additional verbiage.~~
59. ~~If modifications, patches, upgrades or other modules/programs are required/request in the future (post implementation) do you still guarantee no charge to Maricopa County as this RFP has been issued as a zero cost/risk free process to Maricopa County and MCSO? Yes.~~
60. What is your proposed solution for checks or debit cards extradited inmates have in their possession during the Maricopa County intake process? How would the inmate have his funds deposited on account? ~~Money orders or Cashier Checks would be processed through the lockbox. Branded debit cards may be used to deposit money on the books with an associated transaction fee to the inmate.~~
61. Please provide information you are aware of that has caused legal concerns about your bonding fees and process? ~~There are no known concerns for the self-release of inmates.~~
62. Please provide statistical information on the following:
- h. ~~Number of released inmate complaints about their funds being issued on debit cards. TouchPay has not received any complaints directly from released inmates. The card processor receives approximately 1% of calls due to complaints.~~
 - i. ~~Number of inmate complaints about fees associated with released funds. Of the 1% above, approximately 75% of the calls are related to the fees.~~
 - j. ~~Number of customer service calls received from the general public about their inability to process a deposit through the kiosk, IVR or web. Error call volume is directly related to kiosk usage, inmate population, and length of time installed. Typically, the call volume for MCSO is less than 200 per month due to high kiosk usage, ease of the deposit system, and repeat customers who understand the process.~~
63. Does TouchPay receive any kind of additional commission or fee when a citizen buys or uses a Green Dot Money Pak (other than the usual fees charged for deposits)? ~~No.~~
64. What are the hours available to an AZ depositor to call your Customer Service Agents? Your website Q & A lists 7:00 am to 7:00 pm CST Mon – Fri, 9:00 am to 5:00 pm CST Sat and 1:00 pm to 5:00 pm CST on Sun. Those won't work for AZ. What is the alternative? ~~TouchPay has provided MCSO with the current customer service hours for over 2 years with minimal call volume from MCSO friends and family utilizing the TouchPay services. TouchPay is open to discussion if extending customer service hours are necessary to maintain service levels.~~

Note: The following are responses to various scenarios that may occur and are intended to provide further clarification to the questions contained herein.

Booking:

65. An inmate is received from Santa Cruz County (or other agency) to be booked into our jail and has a check or debit card from the agency to be deposited on his/her account. How will these funds be immediately posted to the inmate's account? When does MC get the money in our Trust Fund checking account? [Branded debit cards may be used to deposit money on the books with an associated transaction fee to the inmate. Checks would follow the lock box procedure. TouchPay would be interested in discussions on automating the transfer process.](#)
66. ~~An inmate's Mom mails a cashier's check or money order to MCSO for the funds to be placed on the inmate's account. What will MCSO be expected to do with the checks? Will these checks be accepted and immediately be posted to the inmate's account? When does MC get the money in our Trust Fund checking account? [MCSO can forward to the TouchPay lock box and follow normal funding procedures.](#)~~
67. ~~An inmate's Mom mails a cashier's check or money order to the vendor's lockbox for the funds to be placed on the inmate's account. However the inmate was released the day before. How is this handled? What happens to the checks(s)? Does Maricopa County ever get the money in our Trust Funds checking account? [Touchpay verifies that the inmate is still in custody before funds are transmitted to MCSO. In this example the funds would be returned to the sender.](#)~~
68. ~~An inmate's friend or family member wants to deposit a cashier's check or money order into the lobby kiosk for funds to be placed on the inmate's account. Will the funds be accepted immediately? [No, the funds would be processed through the lockbox and funds would be available in 5 days.](#)~~
69. County Scenario (Probation) – A Work Furlough inmate brings their paycheck to the Adult Probation Office (APO). APO deposits the check, retaining fees, restitution, etc. that is owed, and issues a check for the balance back to the Work Furlough inmate. Will the vendor accept these paychecks and issue a debit card to the inmate instead? [TouchPay does not process payroll checks. However, Touchpay's debit card provider offers a re-loadable or single card load for Work Furlough that could be implemented to automate the Work Furlough process.](#)

Intake:

70. An arrestee's cash is taken by the arresting officer and deposited into the intake kiosk. MCSO then refuses to accept the inmate. How will the arrestee's cash be refunded? Can a debit card be issued that quickly? [A debit card can be used for the cash disbursement.](#)
71. In the pre-booking process, the inmate is medically cleared, a booking number is generated by the Pre-Booking system, and a booking ticket with a barcode is printed. Can the arresting officer scan the barcode on the booking ticket into the kiosk and have the Pre-Booking system populate data into the kiosk without the officer re-typing anything? The vision is for the officer to scan the barcode, then confirm that the pre-populated information is correct for the arrestee. [Yes, Touchpay is adding a bar code reader to the intake kiosk for the described purpose. Touchpay is currently testing several bar code readers. We anticipate the bar code reader to be ready for the MCSO intake kiosk installation date.](#)
72. An arrestee's funds are deposited into the intake kiosk by the arresting officer and she/he is accepted into jail. During dress-out, additional cash is found on the inmate and needs to be deposited into the inmate's account (i.e., a second deposit). Would the secondary deposit go through the same queue (of kiosk screens) as the initial deposit? Does the person making the deposit have the option to enter the booking number manually? [A second transaction for these found funds can be posted to the inmates account. It is always necessary to date and time stamp all completed transactions.](#)
73. Same scenario as above, except the additional funds are found BEFORE the initial booking process is complete. Are there any system issues, limitation, or restrictions if the booking is not yet completed when the additional funds are found? Can the two deposits be consolidated into a single entry in the vendor's system? What does the audit trail look like? [If the initial deposit has been completed then a second transactions would](#)

be created to add the additional funds to the inmates trust account. Each transaction has a unique transaction ID number along with date and time stamp.

74. An inmate who is released with a debit card is immediately re-arrested and re-booked into jail. How can the value of the debit card be re-deposited into the inmate's account? [The initial release card may be voided and the money placed back in the inmates account.](#)
75. An arrestee's money is wet. How is this handled? Is the vendor aware that this could be a biohazard? [Any wet money that may be potentially a biohazard should not be inserted into the intake kiosk for processing and current procedures for biohazard handling should continue to be used.](#)
76. An arrestee has no money at booking. Does the system allow for an initial transaction of zero dollars? Can a receipt for zero dollars be generated so the inmate can sign it (for the file)? [Yes.](#)

Release:

77. An inmate is released to Immigration with \$50 on his/her debit card. S/He will be sitting there for some time, so now can the inmate get their money without the card feeing out? [Yes, the fee schedule is provided by the card processor.](#)
78. All of the inmate's charges are adjudicated in Maricopa County and the person is released from our jail with a debit card that has \$500 on it. The person is then picked up by Scottsdale PD due to an outstanding warrant and the fine is \$400. Currently, an inmate is released with cash in hand, so they would be able to pay their fine in Scottsdale with no problem. How would this be handled in the future? [The arrested person my use their release card to pay the outstanding \\$400 fine if Scottsdale will accept debit cards.](#)

Other:

79. An inmate is caught with contraband cash on his/her person. How will this cash be deposited to the Contraband account? [MCSO could establish a unique ID number designated as a contraband account for the Touchpay Intake System. Touchpay is open to discuss this issue further.](#)
80. A Work Release inmate reports back to jail with an MCSO issues debit card. Could they use this card in laundry or vending machines at Tents? What would it take to make this happen? [Yes, if debit cards are accepted at the laundry and vending machines.](#)
81. Customer uses web to deposit \$20.00 to Inmate A. Transaction posts to Vendor system at 05:06:24 time. Inmate was in custody when customer started the transaction at 04:45. Transaction does not post to IFCS because Inmate A was K/O at 04:56 AZ time. How is this handled? [There is a refund issued to the card holder of the credit or debit card used.](#)
82. Inmate wants to release \$100.00 from his inmate account to a family member. How is this handled? [A release card may be utilized and loaded with \\$100.](#)

[End of scenarios]

83. Demo Q&A, Online report examples (tab 4) – “All Date-Time values are in Central Time Zone.” Will that be true for MCSO reports as well? [Yes, the MCSO reports contain Date-Time values in Arizona time.](#)
84. Demo Q&A, Pg 5, #6 – Please explain how TouchPay plans to implement functionality for a date/time stamp in Arizona time (within 80 county business days of signed contract). Will the online reports also be reported with Date-Time values in Arizona time? [The implementation plan is to have all MCSO transaction reports in Arizona time. Yes, the online reports contain Date-Time values in Arizona time.](#)
85. Demo Q&A, Investigative Reports section (tab 6) – Under Multiple Account Summary Search Criteria, it says there is the “Ability to select a 6 month reporting date range.” Does that mean only six months of data is available? How can our Jail Intel staff access data that is older? How long are the photos taken of the payee at the time of payment available? [Only 6 months of data is viewable at one time. You can access any 6-month](#)

date range within a 5-year period. The photo and data are both kept for up to 5 years.

- 86. Demo Q&A, Investigative Reports section (tab 6) – Under Detailed Report, it says that it “Displays the list of transactions of each inmate having multiple depositors within the time specified.” Does “the time specified” mean a timeframe that is predetermined by MCSO? Or is it a parameter for the report? **The timeframe is a user-defined parameter for the report.**
- 87. Demo Q&A, Investigative Reports section (tab 6) – “The technology allows investigators to lookup the transaction history and show connections between depositor and inmate accounts to determine abnormal activity.” Does the application provide actual link diagrams to “show connections” (relationships) between multiple inmates/depositors? If link diagrams are not currently available, could this be developed? **Link diagrams do not currently exist today. Yes, TouchPay could develop the link diagrams, but as with any of our product offerings, features are typically introduced in a priority order.**
- 88. Demo Q&A, Pg 2, #1 – TouchPay says kiosks are not replaced at or before the 5 year life cycle, but peripherals are constantly upgraded. What is the average length of time a kiosk is in service before being totally replaced? Or what is the life expectancy for a kiosk? **The kiosk is made of high quality US steel and the enclosure can be used indefinitely.**
- 89. Demo Q&A, Pg 2, #3 – Would TouchPay be open to development of a check scanner with a MICR reader in the future? **TouchPay would be open to discussions.**
- 90. Demo Q&A, Pg 3, #4.d – Is the barcode reader technology already available, or is it being developed? If under development, when will it be available? **The technology is available and TouchPay is testing within the application. TouchPay expects Q3 2012 availability.**
- 91. Demo Q&A, Pg 3, #2 – Since the barcode only provides a booking number, is TouchPay willing to develop a query transaction to the Pre-Booking System to pick up additional information to pre-populate the intake kiosk transaction? Does TouchPay anticipate any issues with this approach? **Yes, TouchPay will develop a query to the pre-booking system and does not anticipate any issues beyond the normal queries.**
- 92. Demo Q&A, Pg 4, #5 – If there are more than 30 bills, do the additional bills need to be inserted into the same kiosk machine as the first 30 bills? Or could the additional bills be inserted into a second kiosk machine to complete the original transaction? Or would this be a second transaction executed at the second kiosk machine? **The additional bills would need to be inserted in the same kiosk machine for the original transaction record. Additional bills inserted in a different intake kiosk machine would simply be a second transaction posting to the account.**
- 93. Demo Q&A, Pg 7, #8.a – Does MCSO receive any portion of the (up to) \$3.50 weekly charge? Exactly when is the first weekly fee charged? **No, TouchPay does not receive any of the weekly charge. The first weekly charge is after the 48-hour time period that the released inmate has access to funds on a live card.**
- 94. Demo Q&A, Scenarios, #5 – How are the fees, terms & conditions, etc. different for the debit card provider’s re-loadable card that could be used for Work Furlough inmates? Please explain this option more fully. **The card issued to the Work Furlough inmates will differ in the following ways:**

	Work Furlough Card	Released Inmate Card
Name on Card	x	N/A
Requires SSN or ID info	x	N/A
Maximum # of Loads	2 per day/16 per month	2 per day
Card Life	Expiration Date on Card	2 Loads
Can Receive Direct Deposit	x	N/A
Maximum Card Balance	\$9,500	\$2,500
Bill Pay	x	N/A
Online Account Access	x	N/A

Cardholder can Activate and Set own PIN	x	N/A
Ability to Restrict Merchant Category Codes	x	N/A

We cannot confirm specific transaction fees, a Service Charge Plan, or Ordering System until we work with Maricopa to determine the specific program requirements and usage criteria, such as: how often do people get paid, how long will the Work Furlough Inmate use the card, when are inmates enrolled in the program, how many at a time, etc...

95. Demo Q&A, Scenarios, #13 – Since inmates being released to Immigration may have no way to cash out a debit card, what alternative would TouchPay propose? Cash or check at release? What about an interim process prior to the new release kiosk being available in Q3 2012? While developing the comprehensive release application, TouchPay would propose to continue to use existing processes or would be open to automation through an ACH process directly to immigration accounts.
96. During the demo presentation, TouchPay said the next generation lobby kiosk will be using a Linux platform. When will the next gen lobby kiosk be ready for release? Is the new release kiosk also being developed using the Linux platform? The next generation lobby kiosk with Linux OS is currently entering beta status for the product offering. Site pilot deployments are scheduled to start on March 5th. The beta consists of six clients and will run until May 2012. The product will then be available for general deployment. The new release kiosk will also incorporate the new Linux OS environment and use similar technologies incorporated in the lobby kiosk.
97. Please provide copies of PCI certification documentation for TouchPay and any/all proposed subcontractors/partners/service providers (e.g. Authorize.net, Futura, Equinix). The requested PCI certification documents are available upon request. Touchpay has already provided copies of the PCI documents for both Touchpay and FCS.
98. If the implementation involves adding additional electrical outlets and intranet cables at the MC Facility for one or more kiosks, is that included in the “no cost” implementation? TouchPay currently has kiosks in all facilities, and TouchPay paid for all cable runs. Most facilities do not allow vendor to install additional electric outlets.
99. ~~RFP, Section 4.4.4 — Please provide current financial statements or other documentation to demonstrate TouchPay’s business stability and its ability to invest in and provide maintenance for the proposed system. TouchPay’s financial statements are attached.~~
100. Who is responsible for maintaining and the accountability of the release debit cards? Prior to the release kiosk, the facility is responsible for a card inventory control system. Upon installation of the release kiosk, TouchPay will assume that responsibility.
101. When accepting bond or court payments, the full bond amount must be passed to the Court system. No fees can be deducted from it. Does your platform always present screens in that format for the user to clearly understand that fees are additional? Is there a circumstance that would not meet that requirement? Yes, the screens are presented in a clear format with terms and conditions specific for each payment type.
102. Are credit cards used in a funding process retained in the kiosk if they have a stolen or pickup status on them? No, the credit card verifier is a swipe reader and does not mechanically input the card.
103. Can you offer a better option to the lockbox solution that doesn’t require a 5 day hold? TouchPay is willing to consider an option that will eliminate a potential bad debt or money laundering scenario. The County and the Contractor desire to reach a mutually agreeable check acceptance solution that eliminates the use of a lock box.
104. How many current clients are using your product(s) in a non-corrections setting? We have approximately 10 clients utilizing our products in a non-corrections setting with the State of Delaware Courts and Washington State Child support being the largest two.
105. Demo Q&A, Pg 1, Kiosk Customization – Are you saying that customization you consider proprietary to Maricopa County in this project will incur a charge within this RFP? No, TouchPay has never charged for

customization to Maricopa or any customer. TouchPay just needs to fully understand the customization parameters and scope to determine if they are within normal business requests.

106. Demo Q&A, Pg 2 – Will mutual collaboration with MCSO for deployment of the Release Kiosk delay deployment longer than Q3? To date, TouchPay has developed the release kiosk based on the initial thought process and feedback from MCSO. We do not know of any deployment timeline changes until we can again meet with MCSO and discuss the detail of the final solution. We would pursue a meeting immediately upon award of the contract to collaborate on the release kiosk solution and provide a product timeline based on our discussions. It is anticipated that additional enhancements will be required that will extend the expected release date not to exceed one year from **Q3, 2012**.
107. Demo Q&A, Pg 6, #3 – Who supplies the merchant identification number? Futura Card Services (FCS). There is a standard list of Merchant Category Codes. FCS will work with Maricopa County to identify those they do not want the cards to be used at for transactions. The blocked codes will be linked to BIN numbers for the cards issued by Maricopa County, which in turn prevents the cards from being used at the designated category of merchants.
108. ~~Please confirm a discussion/implementation of an acceptable check cashing solution agreed upon both sides will occur as an alternative for the lock box to accept checks/money orders through kiosks that are acceptable under MCSO policy. Yes, TouchPay confirms a discussion/implementation of an acceptable check cashing solution agreed upon by both sides.~~
109. ~~Please confirm the availability to bar code with your system. Yes, TouchPay agrees to implement a barcode scanner in our system.~~
110. ~~Please confirm that all transactions will be recorded in AZ time and appear on reports as such. Yes, TouchPay confirms that all transactions will be recorded and appear on reports in AZ time.~~
111. Please confirm that your cards will not fee out for immigration releases to INS. Yes, TouchPay confirms the release card solution will not fee out for immigration releases to INS until activated by the released detainee.
112. Please confirm that your system will accept debit cards/checks etc. coming in from other agencies. TouchPay confirms discussion/implementation of an acceptable system that will accept debit/checks from other agencies that is mutually agreed upon.
113. Please confirm that you are responsible for pre-funding of release cards, MCSO/County to settle the following business day funds are released. TouchPay has offered multiple solutions that do not require pre-funding of release cards. However, if prefunding is required, TouchPay would comply.
114. Please confirm that extra outlets and/or backups costs provided by TouchPay. Yes, TouchPay confirms that extra outlets and/or backup costs would be our responsibility.
115. Please identify any customization costs that would be outside the normal business requests. TouchPay does not anticipate any customization costs outside the normal business requests.
116. Please confirm that you have a solution for the thermal ink concern used in the kiosk. Yes, TouchPay has a topcoat solution for direct thermal receipt printing.
117. Please include a listing of fees charged to the depositor when utilizing CashMate in Attachment A. TouchPay does not currently utilize CashMate as an option for funding. However, TouchPay can accept telephone payments outside of the CashMate option.
118. Please confirm that your debit card provider offers a re-loadable card or single card load for work furlough. Yes, TouchPay confirms that we can offer a re-loadable or single card load for work furlough.
119. Please confirm for enhancement in future; release card automatically issued with funds from a machine, not user initiated. MCSO would like to have something in place one year from implementation. Yes, TouchPay confirms that an automated release card solution through a machine (kiosk) will be available within one year.

EXHIBIT D

TOUCHPAY RESPONSE DATED DEC. 9, 2011 TO 11104-RFP (REFERENCE DOCUMENT)

EXHIBIT E

**TOUCHPAY DEMONSTRATION Q & A RESPONSE DATED FEB. 15, 2012
(REFERENCE DOCUMENT)**

EXHIBIT F
VENDOR RESPONSE TOOL

Note that lines 22, 157, 292, 294, 296, 297, 299 will require a pricing estimate in the pricing breakdown.



TouchPay Holdings, LP

BUSINESS REQUIREMENTS

RFP # 11104

Line #		Resp.	Cap.	Comp.	Comment
1	1.0 INTAKE CASH SPECIFICATIONS:			<input checked="" type="checkbox"/>	
2	1.1 Unit must be constructed of durable materials and of the same design and interface at each location.	y	1	<input checked="" type="checkbox"/>	Unit enclosure is all metal design with a secure touchscreen.
3	1.2 Unit must be robust.	y	1	<input checked="" type="checkbox"/>	Unit is built specifically for the corrections market.
4	1.3 Unit must have a secure yet easily accessible safe.	y	1	<input checked="" type="checkbox"/>	Unit has a secure access with an easily accessible cassette and coin safe.
5	1.4 Single unit must be able to accept coins and bills.	y	1	<input checked="" type="checkbox"/>	Unit accepts coins and bills in bulk.
6	1.5 Unit must have a hopper for coin collection (not slot).	y	1	<input checked="" type="checkbox"/>	Unit has coin hopper that accepts up to 900 coins per minute.
7	1.6 Unit must have a hopper for bill collection (not single feed).	y	1	<input checked="" type="checkbox"/>	Unit has tray that allows up to 30 bills to be accepted in any order automatically.
8	1.7 Unit must accept bills of all U.S. denominations.	y	1	<input checked="" type="checkbox"/>	Unit accepts all US denominations excluding \$2 bills

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
9	1.8 User must not be required to sort bills.	y	1	<input checked="" type="checkbox"/>	Unit accepts and validates bills in any order.
10	1.9 Unit must be able to detect and separate counterfeit bills.	y	1	<input checked="" type="checkbox"/>	Bulk note bill acceptor is also a validator that rejects counterfeit bills.
11	1.1 Any counterfeit bills found subsequent to completion of the transaction shall be the responsibility of the Contractor.	y	1	<input checked="" type="checkbox"/>	
12	1.1 Unit must be able to identify currency too wet/contaminated to be accepted.	y	1	<input checked="" type="checkbox"/>	Wet bills will need to be separated and fed per bill. Multiple wet bills will stick together and eventually be rejected after being placed in the bill tray.
13	1.1 Contractor accepts liability when there is a money error when placing funds into an intake unit.	y	1	<input checked="" type="checkbox"/>	
14	1.1 Unit must be able to accept cashier's checks.	y	1	<input checked="" type="checkbox"/>	The Intake Kiosk only accepts US notes and coins. A lock box could be implemented in the Intake Process for manual pickup by the courier.

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
15	1.1 Unit must be able to accept money orders (Western Union and U.S. Postal).	y	1	<input checked="" type="checkbox"/>	The Intake Kiosk only accepts US notes and coins. A lock box could be implemented in the Intake Process for manual pickup by the courier.
16	1.1 Unit must be able to accept government issued checks.	y	1	<input checked="" type="checkbox"/>	The Intake Kiosk only accepts US notes and coins. A lock box could be implemented in the Intake Process for manual pickup by the courier.
17	1.1 System must allow user to perform all operations without the use of a mouse.	y	1	<input checked="" type="checkbox"/>	Unit utilizes touchscreen technology.
18	1.1 System must have pre-set prompts to ensure that the processes are followed properly.	y	1	<input checked="" type="checkbox"/>	
19	1.1 System must provide "Self Help" for the user.	y	1	<input checked="" type="checkbox"/>	
20	1.1 System should allow user to have only one active session (i.e., active window).	y	1	<input checked="" type="checkbox"/>	
21	1.2 System must utilize MCSO booking number for proper tracking and documenting of transactions.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
22	1.2 System must be able to interpret a printed bar-code with inmate's booking number.	y	3	<input checked="" type="checkbox"/>	The Intake Kiosk contains access to a USB port that will enable a barcode reader to interpret a barcode with the inmate's booking information.
23	1.2 System must accept all valid funds deposited (i.e., no transactional monetary limit).	y	1	<input checked="" type="checkbox"/>	The system will accept all valid funds. If the kiosk is filled beyond specifications for coin and cash, a courier will be scheduled or the transaction will need to be finalized on another intake kiosk.
24	1.2 System must allow for multiple deposits to an inmate's account.	y	1	<input checked="" type="checkbox"/>	
25	1.2 System must be able to differentiate between types of inmate funds deposits (e.g., initial and secondary) and process accordingly.	y	1	<input checked="" type="checkbox"/>	
26	1.2 System must validate all input data during cash intake for accuracy and completeness. (Contractor and MCSO must mutually agree upon validation requirements.)	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
27	1.2	System must be able to return deposit funds, with Supervisory approval, if a deposit transaction is cancelled.	y	1	<input checked="" type="checkbox"/>	System will allow for release solution to provide funds that were deposited through intake.
28	1.2	System must provide instant cash flow to inmate accounts.	y	1	<input checked="" type="checkbox"/>	The system provides real time transactional data into the inmate account.
29	1.2	System must provide one or more receipts on all deposits.	y	1	<input checked="" type="checkbox"/>	The Intake Kiosk is capable of providing multiple receipts. Current standard is set at 2 receipts per booking.
30	1.2	System receipts must be ink (not thermal).	y	1	<input checked="" type="checkbox"/>	The Intake kiosk has a standard thermal printer for printing receipts. The system can also send the receipt to a designated printer, or receipts can be printed from the real time reporting tool.
31	1.3	System must provide capability to reprint a receipt.	y	1	<input checked="" type="checkbox"/>	
32	1.3	Contractor guarantees funds are deposited in the Inmate Trust Fund bank account within 24 hours after posting to the inmate's account on MCSO host systems.	y	1	<input checked="" type="checkbox"/>	TouchPay can comply, however manual processes would be required. TouchPay typically initiates an ACH for deposit within 48 hours.

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VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
33	1.3	System can accept and account for contraband money (i.e., money found without being able to identify an inmate).	y	1	<input checked="" type="checkbox"/>	
34	1.3	When an inmate is re-booked into an MCSO jail, Contractor's system must provide for an inmate's uncashed debit card to be posted to their account.	y	1	<input checked="" type="checkbox"/>	The system is capable of funding accounts at the time of booking with a debit/credit card through the Intake Kiosk.
35	2.0	FUNDS RELEASE SPECIFICATIONS:			<input checked="" type="checkbox"/>	
36	2.1	System must be able to issue debit card.	y	1	<input checked="" type="checkbox"/>	
37	2.2	System must be able to issue other negotiable funds (e.g., cash).	y	1	<input checked="" type="checkbox"/>	
38	2.3	Where applicable, system must utilize debit card identification for proper tracking and documenting of transactions.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
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Line #		Resp.	Cap.	Comp.	Comment
39	2.4 System must provide to MCSO hosts the debit card identification associated with each funds release.	y	1	<input checked="" type="checkbox"/>	
40	2.5 All requests for release of inmate funds will be initiated by MCSO. Booking number cannot be provided.			<input checked="" type="checkbox"/>	
41	2.6 System provides for multiple levels of authorization/approval.	y	1	<input checked="" type="checkbox"/>	
42	2.7 Contractor must detail bio-data necessary for a funds release (no booking number), especially to answer subsequent questions from the recipient (to verify identity).	y	1	<input checked="" type="checkbox"/>	
43	2.8 System must allow for multiple funds release requests from the same inmate account.	y	1	<input checked="" type="checkbox"/>	
44	2.9 System is able to release funds to friends/family members if an inmate requests these funds be released.	y	1	<input checked="" type="checkbox"/>	

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VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
45	2.1 System must be able to accept recipient's name, funds release amount, and PIN (if debit card is being issued) from MCSO host.	y	1	<input checked="" type="checkbox"/>	
46	2.1 System must validate all funds release input data for accuracy and completeness. (Contractor and MCSO must mutually agree upon validation requirements.)	y	1	<input checked="" type="checkbox"/>	
47	2.1 System must make funds immediately available to recipient of funds.	y	1	<input checked="" type="checkbox"/>	
48	2.1 System must accept all valid funds release amounts (i.e., no transactional monetary limit).	y	1	<input checked="" type="checkbox"/>	
49	2.1 System must be able to process a funds release transaction within ten (10) seconds.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
50	2.1 System must allow MCSO to add money to card already in use if/when there is a refund/credit given after the inmate's release.	y	1	<input checked="" type="checkbox"/>	
51	2.1 Contracted company takes full responsibility for debit cards after inmate's funds have been released, including, but not limited to, replacement card if stolen.	y	1	<input checked="" type="checkbox"/>	
52	2.1 Debit cards for release and/or inmate funds are supplied to Maricopa County at no cost.	y	1	<input checked="" type="checkbox"/>	
53	2.1 Released inmates are allowed at least two (2) options to cash out debit card at no charge.	y	1	<input checked="" type="checkbox"/>	
54	2.1 Contractor provides released inmates and/or recipients of debit cards with written instructions on how to use debit cards and terms and the conditions of cards.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
55	2.2 At minimum, debit card instructions cover PIN number, minimal amount usage (e.g., less than \$1.00), lost or stolen cards, and any possible fees imposed for:	y	1	<input checked="" type="checkbox"/>	
56	2.2 Use or non-use of card;	y	1	<input checked="" type="checkbox"/>	
57	2.2 Retrieval of forgotten PIN number; and	y	1	<input checked="" type="checkbox"/>	
58	2.2 Any other fees that may be charged for any reason.	y	1	<input checked="" type="checkbox"/>m..
59	2.2 System must have functionality to un-fund a card if an error in information (e.g., incorrect amount) is discovered.	y	1	<input checked="" type="checkbox"/>	
60	2.2 System must have a check and balance system in place for card transactions (funding, un-funding, voiding, releasing of cards for inmate's accounts).	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
61	3.0 KIOSK / IVR / WEB INTERFACE SPECIFICATION S:				<input checked="" type="checkbox"/>	
62	3.1 Kiosks must be constructed of durable materials and be of the same design and color at each location.		y	1	<input checked="" type="checkbox"/>	Currently installed.
63	3.2 Kiosks must be programmable by location, i.e., depending upon the intended purpose of the unit.		y	1	<input checked="" type="checkbox"/>	Currently installed.
64	3.3 System and application must meet ADA requirements and applicable mandates.		y	1	<input checked="" type="checkbox"/>	
65	3.4 Application is "user-friendly," i.e., easy to follow and navigate through.		y	1	<input checked="" type="checkbox"/>	Currently installed with screens that were recommended and approved by MCSO.
66	3.5 User interface is available in English and Spanish.		y	1	<input checked="" type="checkbox"/>	Currently installed.
67	3.6 User interface is available in other languages.		y	1	<input checked="" type="checkbox"/>	
68	3.7 Kiosk interface is "Touch Screen" enabled.		y	1	<input checked="" type="checkbox"/>	Currently installed.

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Line #		Resp.	Cap.	Comp.	Comment
69	3.8 User interface has "Self Help" with multi-lingual instruction capabilities.	y	1	<input checked="" type="checkbox"/>	Currently installed.
70	3.9 Available drop-down lists are clearly and consistently identified on all screens.	y	1	<input checked="" type="checkbox"/>	Currently installed.
71	3.1 Toolbars or menus are appropriate for displayed screen.	y	1	<input checked="" type="checkbox"/>	Currently installed.
72	3.1 Function/command keys are consistent throughout the program.	y	1	<input checked="" type="checkbox"/>	Currently installed.
73	3.1 Application has "affirmative posting" for user defined screens.	y	1	<input checked="" type="checkbox"/>	
74	3.1 Application has an assigned key which allows users to exit a screen without affecting anything on that screen.	y	1	<input checked="" type="checkbox"/>	Currently installed.
75	3.1 Contractor will provide various types of educational materials to the public and inmates.	y	1	<input checked="" type="checkbox"/>	Currently provided.

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Line #		Resp.	Cap.	Comp.	Comment
76	3.1 System accepts cash, credit card, and debit card transactions.	y	1	<input checked="" type="checkbox"/>	Currently installed.
77	3.1 System accepts certified check/money order transactions.	y	1	<input checked="" type="checkbox"/>	TouchPay will accept money orders and cashier's checks sent to a specific Lockbox location. A deposit slip is required for all lockbox payments. Deposit slips can be provided via TouchPay's website and other mutually agreed upon locations. There is a five day hold on all lockbox transactions.
78	3.1 System will accept branded cards.	y	1	<input checked="" type="checkbox"/>	
79	3.1 System will accept non-branded cards.	y	1	<input checked="" type="checkbox"/>	TouchPay accepts non-branded debit cards on the Web and Telephone payment portals.
80	3.1 System is capable of processing transactions via EFT (electronic funds transfer) processed via phone or internet.	y	1	<input checked="" type="checkbox"/>	
81	3.2 Credit/Debit cards, checks, and other transactions processed by telephone or online comply with all applicable banking and governmental regulations.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
82	3.2 Regardless of payment method, application provides the customer with a receipt confirming the payment.	y	1	<input checked="" type="checkbox"/>	Currently provided.
83	3.2 Receipts include Contractor's contact information to resolve any errors in money transfer or deposits into inmate accounts.	y	1	<input checked="" type="checkbox"/>	Currently provided.
84	3.2 Transactions are considered complete when a funding source has been entered and accepted into the system.	y	1	<input checked="" type="checkbox"/>	
85	3.2 System provides updates to MCSO hosts in real-time as deposits are accepted in the Contractor's kiosk, IVR, or web application.	y	1	<input checked="" type="checkbox"/>	Currently provided.
86	3.2 Application is able to search by MCSO booking number or by name and date of birth.	y	1	<input checked="" type="checkbox"/>	Currentl provided.

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Line #		Resp.	Cap.	Comp.	Comment
87	3.2 If booking number is unknown, Contractor must provide the user direction on how to obtain the MCSO booking number.	y	1	<input checked="" type="checkbox"/>	Currently provided.
88	3.2 Contractor's application must obtain MCSO approval to process payments to the inmate account.	y	1	<input checked="" type="checkbox"/>	Currently installed.
89	3.2 User interface must capture all information required by MCSO to facilitate a request or deposit into an inmate's account.	y	1	<input checked="" type="checkbox"/>	Currently installed.
90	3.2 Application must incorporate booking number into the transaction descriptor for proper tracking and documentation of transactions.	y	1	<input checked="" type="checkbox"/>	Currently installed.

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Line #		Resp.	Cap.	Comp.	Comment
91	3.3 System must provide security on transactions by capturing additional user information at the time of the transaction and retain this information for a period of one year.	y	1	<input checked="" type="checkbox"/>	Currently installed.
92	3.3 Kiosk system must capture and store facial biometrics data.	y	1	<input checked="" type="checkbox"/>	Currently installed.
93	3.3 IVR application must capture and store voice recording of phone transactions.	y	1	<input checked="" type="checkbox"/>	Currently installed.
94	3.3 Internet application must capture and store IP address and email address.	y	1	<input checked="" type="checkbox"/>	Currently installed.
95	3.3 Contractor submits IRS Form 8300 as required for the proper notification of a single or multiple transactions in a given year that total more than \$10,000.	y	1	<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
96	3.3	Contractor guarantees zero charge back to Maricopa County and MCSO for fraudulent charges discovered after posting to the inmate's account.	y	1	<input checked="" type="checkbox"/>	
97	3.3	Contractor guarantees a risk-free solution for all payments accepted on behalf of MCSO operations.	y	1	<input checked="" type="checkbox"/>	
98		Contractor shall be responsible for all discrepancies, including any deposits made in error to an inmate account (to include cash deposits made at kiosks) due to:	y	1	<input checked="" type="checkbox"/>	
99	3.3	Input of an incorrect booking number;	y	1	<input checked="" type="checkbox"/>	
100	3.3	Inmate being released; and/or	y	1	<input checked="" type="checkbox"/>	
101	3.3	Any other discrepancies outside of MCSO's control.	y	1	<input checked="" type="checkbox"/>	
102	3.3	Contractor will notify MCSO in writing of any discrepancies.	y	1	<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
103		3.3 Contractor must provide contact information, including names and phone numbers, for kiosk problems, financial problems, and technical problems.	y	1	<input checked="" type="checkbox"/>	
104	4.0 RECONCILIATION & REPORTING REQUIREMENTS FOR CONTRACTOR'S SYSTEM:				<input checked="" type="checkbox"/>	
105		4.1 System identifies events and transactions that characterize financial activity.	y	1	<input checked="" type="checkbox"/>	
106		4.2 System collects, stores, summarizes and communicates all financial activity.	y	1	<input checked="" type="checkbox"/>	
107		4.3 System uses a code to identify transaction types such as deposit, adjustment, etc.	y	1	<input checked="" type="checkbox"/>	
108		4.4 Contractor sends accepted funds daily via EFT to MCSO banking institution.	y	1	<input checked="" type="checkbox"/>	

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VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
109	4.5 Contractor is able to EFT to multiple bank accounts.	y	1	<input checked="" type="checkbox"/>	
110	4.6 Contractor provides confirmation of real-time deposits, per transaction, to the Inmate Trust Fund account on a daily basis.	y	1	<input checked="" type="checkbox"/>	
111	4.7 Contractor's confirmation of real-time deposits covers the time period from 00:00 - 23:59 hours Arizona Time.	y	1	<input checked="" type="checkbox"/>	
112	4.8 System allows for the ability to create financial records of business transactions and prepare statements or other reports.	y	1	<input checked="" type="checkbox"/>	
113	4.9 System provides a means for MCSO personnel to perform various queries on data posted in the system.	y	1	<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
114	4.1	System provides a means for MCSO personnel to generate standard reports from data posted in the system.	y	1	<input checked="" type="checkbox"/>	
115	4.1	System provides a means for MCSO personnel to produce/create customized ad hoc reports from data posted in the system.	y	1	<input checked="" type="checkbox"/>	
116	4.1	System has the ability to generate reports (daily, weekly, and monthly) at times specified.	y	1	<input checked="" type="checkbox"/>	
117	4.1	Contractor's application provides standard reports that may be run daily, monthly, and/or annually from the Contractor's site.	y	1	<input checked="" type="checkbox"/>	
118	4.1	System allows for saved reports to be regenerated with current or historical data.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
119	4.1 System provides detailed information in report format for deposits and other events and transactions.	y	1	<input checked="" type="checkbox"/>	
120	4.1 At the end of each day, MCSO will receive from the Contractor's system/server, a log of the daily details.	y	1	<input checked="" type="checkbox"/>	
121	4.1 Applicable reports from the log of daily details can be "pushed" or "pulled" from the server at MCSO's discretion.	y	1	<input checked="" type="checkbox"/>	
122	4.1 Log details will be a summary of the day's transactions and the sum total of the money that will be deposited into Maricopa County bank accounts.	y	1	<input checked="" type="checkbox"/>	
123	4.1 Contractor must provide an online query for MCSO's account status and detail of charges, transfers, and payments.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
124	4.2 System supports a suspense file (transactions out of balance, funds not available, etc.) and produces exception reports for review.	y	1	<input checked="" type="checkbox"/>	
125	4.2 System allows for data to be exported to other PC software products, e.g., Microsoft Excel or Access.	y	1	<input checked="" type="checkbox"/>	
126	4.2 System maintains historical financial data, and can retrieve historical detail for inmate accounts (based on ARS records retention statutes).	y	1	<input checked="" type="checkbox"/>	
127	4.2 Historical financial data, including detail, is available for both system reports and inquiry functions.	y	1	<input checked="" type="checkbox"/>	
128	4.2 System provides definitive time periods, including standard periods such as day, month, quarter, and year, while addressing time zone differences.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
129	4.2 Contractor shall furnish MCSO with usage reports delineating activity governed by the Contract. The format of such reports must be approved by MCSO.	y	1	<input checked="" type="checkbox"/>	
130	4.2 Contractor will provide data to include, but not limited to, deposit transaction reports on kiosk transactions sortable by location, as well as IVR and web transactions.	y	1	<input checked="" type="checkbox"/>	
131	4.2 Any and all Contractor transaction data is available for retrieval upon request from MCSO.	y	1	<input checked="" type="checkbox"/>	
132	4.2 Upon request, system can find and print past receipts using multiple search fields, including but not limited to, date, booking number, and receipt number.	y	1	<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
133		4.2 Contractor must work together with MCSO to research and resolve discrepancies.	y	1	<input checked="" type="checkbox"/>	
134		4.3 Customer service is available to resolve discrepancy issues during MCSO business hours, i.e., Monday-Friday, 7:00am to 5:00pm Arizona Time.	y	1	<input checked="" type="checkbox"/>	
135	5.0 TECHNOLOGY REQUIREMENTS :				<input checked="" type="checkbox"/>	
136		5.1 System must be able to operate in an environment that includes a secure, distributed network of systems and PC workstations.	y	1	<input checked="" type="checkbox"/>	
137		5.2 Currently, all MCSO systems can be accessed via TCP/IP on the County's Secure Ethernet Wide Area Network (WAN).			<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
138	5.3 The proposed solution must operate on an encrypted Ethernet network, and communicate via TCP/IP using the MCSO-specified VPN solution.	y	1	<input checked="" type="checkbox"/>	
139	5.4 System supports MCSO-recommended virtual private network (VPN) encryption requirements.	y	1	<input checked="" type="checkbox"/>	
140	5.5 System connectivity into the County/MCSO environment should be minimized for security and efficiency reasons.			<input checked="" type="checkbox"/>	
141	5.6 A centralized Contractor server to Integration Engine approach is the preferred solution minimizing external connectivity to the MCSO network.			<input checked="" type="checkbox"/>	

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VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
142	5.7 System utilizes real-time links to the MCSO hosts and facilitates the updating of balances and other required downstream information.	y	1	<input checked="" type="checkbox"/>	
143	5.8 Relevant MCSO hosts include the: Pre-Booking System, Jail Management System (JMS), and Inmate Funds Canteen System (IFCS).			<input checked="" type="checkbox"/>	
144	5.9 System must interface with the relevant MCSO hosts via the County's ICJIS Integration Engine.	y	1	<input checked="" type="checkbox"/>	
145	5.1 All system interfaces must use the MCSO-preferred transaction-oriented protocols within the secured middleware environment.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
146	5.1 Contractor's system must be able to process unsolicited transactions (e.g., the Funds Release process will be initiated by MCSO host).	y	1	<input checked="" type="checkbox"/>	
147	5.1 System must establish a connection with relevant MCSO systems before a transaction can be processed.	y	1	<input checked="" type="checkbox"/>	
148	5.1 When relevant MCSO systems are unavailable, no deposits or funds releases shall be processed.	y	1	<input checked="" type="checkbox"/>	
149	5.1 Inmate transactions, including deposits, credits, and reversals of funds, must be posted in real-time.	y	1	<input checked="" type="checkbox"/>	
150	5.1 Real-time transactions will generate the postings for MCSO hosts to update inmate accounts.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
151	5.1 System retains the name associated with a booking number for a maximum of three (3) days from the time of transaction completion.	y	1	<input checked="" type="checkbox"/>	
152	5.1 System provides various levels of access and user permissions with regard to business transactions.	y	1	<input checked="" type="checkbox"/>	
153	5.1 System Administrator must be able to define user permissions and put users into groups.	y	1	<input checked="" type="checkbox"/>	
154	5.1 System has a cash management tool, complete with receipting, reporting and audit trail functionality, which allows MCSO to account for all transactions.	y	1	<input checked="" type="checkbox"/>	
155	5.2 System provides for online validations and editing of transactions for error identification and correction before actual processing and update.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
156	5.2 System maintains detailed transaction descriptions and activity (i.e., audit log).	y	1	<input checked="" type="checkbox"/>	
157	5.2 All transactions must be date-time stamped in the system based on Arizona Time.	y	3	<input checked="" type="checkbox"/>	TouchPay is currently developing the tools to meet this specification for MCSO.
158	5.2 All transactions must be able to be uniquely identified.	y	1	<input checked="" type="checkbox"/>	
159	5.2 System has a void mechanism with a complete audit trail and does not allow deletion of a transaction.	y	1	<input checked="" type="checkbox"/>	
160	5.2 System has appropriate consistent internal controls and reconciliation features.	y	1	<input checked="" type="checkbox"/>	
161	5.2 Contractor provides necessary equipment, software, and personnel expertise as needed to implement and monitor real-time debit/credit accounting to MCSO systems.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
162	5.2 System is available 24 hours a day, 365 days per year for deposit and funds release transactions to/from inmate accounts.	y	1	<input checked="" type="checkbox"/>	
163	6.0 IMPLEMENTATION SPECIFICATIONS:			<input checked="" type="checkbox"/>	
164	6.1 Contractor is responsible for ALL applicable installation costs, to include infrastructure, electrical, or other as applicable.	y	1	<input checked="" type="checkbox"/>	
165	6.2 Cash Units and Release Units must be connected to MCSO power supply having emergency power back-up.	y	1	<input checked="" type="checkbox"/>	
166	6.3 Contractor is responsible for any ongoing operations-related costs.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
167	6.3. Ongoing operations-related costs include, but are not limited to bonding, maintenance, data lines, telephone carrier services, etc.	y	1	<input checked="" type="checkbox"/>	
168	6.3. Electrical power usage is excepted, and MCSO will be responsible for these costs.	y	1	<input checked="" type="checkbox"/>	
169	6.4 Contractor is responsible for any third-party installation, programming, and/or integration costs associated with implementation.	y	1	<input checked="" type="checkbox"/>	
170	6.5 Contractor's (or subcontractor's) staff providing services under this contract are required to undergo a background check.	y	1	<input checked="" type="checkbox"/>	
171	6.5. The background check may include completion of Arizona Department of Public Safety (DPS) Terminal Operator Certification (TOC) Level "D."			<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
172		6.5. Background checks will be performed by the Maricopa County Sheriff's Office or other approved law enforcement agency.			<input checked="" type="checkbox"/>	
173		6.6 Contractor and employees must be bonded and adhere to all MCSO policies and procedures.	y	1	<input checked="" type="checkbox"/>	
174		6.7 Contractor must provide a set of files and connections for testing and training that can be run in parallel to the Live (Production) system.	y	1	<input checked="" type="checkbox"/>	
175	7.0 SERVICE / OPERATIONAL SPECIFICATIONS:				<input checked="" type="checkbox"/>	
176		7.1 Installation, removal, or relocation of equipment must be approved in writing by MCSO in advance of the installation, removal, or relocation.	y	1	<input checked="" type="checkbox"/>	

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Line #		Resp.	Cap.	Comp.	Comment
177	7.2 Contractor is responsible for any losses and/or repairs due to acts of vandalism or other loss. MCSO is not responsible for any uncollected monies.	y	1	<input checked="" type="checkbox"/>	
178	7.3 Evidence of vandalism or machine break-ins discovered by the Contractor shall be reported immediately to MCSO facility personnel.	y	1	<input checked="" type="checkbox"/>	
179	7.4 Any change to service must be contract compliant and reported to MCSO personnel in writing at least 24 hours in advance.	y	1	<input checked="" type="checkbox"/>	
180	7.5 System scheduled maintenance or scheduled down times must be reported and authorized by designated MCSO personnel at least 48 hours prior to commencing.	y	1	<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
181		7.6 Contractor is responsible for the contracting and payment of any third-party operational requirements.	y	1	<input checked="" type="checkbox"/>	
182		7.7 MCSO reserves the right to refuse access to any third party.	y	1	<input checked="" type="checkbox"/>	
183		7.8 Contractor contracts with third-parties at its own expense for cash collection and bank deposits, and any minor maintenance that the system may need.	y	1	<input checked="" type="checkbox"/>	
184		7.9 Contractor contracts with third-parties at its own expense for any additional services, pilot programs, or other enhancements.	y	1	<input checked="" type="checkbox"/>	
185		7.1 No charges may be levied to MCSO as part of this contract.	y	1	<input checked="" type="checkbox"/>	
186	8.0 SUPPORT AND MAINTENANCE:				<input checked="" type="checkbox"/>	

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Line #			Resp.	Cap.	Comp.	Comment
187	8.1	Any Contractor requests for assistance from MCSO to resolve discrepancies must be submitted in writing.	y	1	<input checked="" type="checkbox"/>	
188	8.2	MCSO retains the right to refuse any such requests for assistance that are deemed an excessive burden to MCSO staff and/or not in the best interest of the County.	y	1	<input checked="" type="checkbox"/>	
189	8.3	Contractor must define strategies for accomplishing each of the following activities, including any supporting critical systems:	y	1	<input checked="" type="checkbox"/>	Please see Section 5.13.8 of the RFP response for the complete disaster recovery plan.
190		8.3. Emergency	y	1	<input checked="" type="checkbox"/>	Please see Section 5.13.8 of the RFP response for the complete disaster recovery plan.
191		8.3. Backup	y	1	<input checked="" type="checkbox"/>	Please see Section 5.13.8 of the RFP response for the complete disaster recovery plan.
192		8.3. Recovery	y	1	<input checked="" type="checkbox"/>	Please see Section 5.13.8 of the RFP response for the complete disaster recovery plan.

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
193	8.4	Contractor must install, remove, or relocate equipment as specified by MCSO.	y	1	<input checked="" type="checkbox"/>	
194	8.5	Any substantial changes to visible functionality of the system must be detailed in a version update document.	y	1	<input checked="" type="checkbox"/>	
195	8.6	The version update document must be sent to MCSO via email for distribution among appropriate personnel at least one week prior to implementation of the change.	y	1	<input checked="" type="checkbox"/>	
196	8.7	Contractor will maintain a register of all equipment or system failures. The register must:	y	1	<input checked="" type="checkbox"/>	
197	8.7.	Include location, unit number, incident time, nature of the failure, and time and date of repair.	y	1	<input checked="" type="checkbox"/>	
198	8.7.	Be made available to MCSO upon request.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
199	8.8	Contractor must provide 24-hour support every day of the year.	y	1	<input checked="" type="checkbox"/>	
200	8.9	Contractor must provide a help line for all areas utilizing the proposed system (Technology, Detention, Finance, and Patrons).	y	1	<input checked="" type="checkbox"/>	
201	8.1	Contractor must provide a toll-free number to report outages and service issues.	y	1	<input checked="" type="checkbox"/>	
202	8.1	Contractor must respond within two (2) hours by remote diagnosis or by dispatching a service technician.	y	1	<input checked="" type="checkbox"/>	
203	8.1	No additional charges may be levied to MCSO as part of this contract.	y	1	<input checked="" type="checkbox"/>	
204	8.1	Contractor must have one complete unit on standby locally and maintain a parts depot for the peripherals utilized for any/all repairs that are necessary.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
205	8.1	Within six (6) hours of diagnosis, any hardware in need of repair must be repaired or replaced by the Contractor.	y	1	<input checked="" type="checkbox"/>	
206	9.0	ADDITIONAL REQUIREMENTS FOR CONTRACTOR'S PROPOSAL:			<input checked="" type="checkbox"/>	
207	9.1	Define proposed procedures for funding releases to debit cards.	y	1	<input checked="" type="checkbox"/>	Please refer to the release solution information in Section 5.13.4 of the RFP Proposal for TouchPay's debit card procedures. If MCSO chooses the PRIF program, Grayhawk's debit card procedures are included in Section 5.13.10
208	9.2	Define proposed procedures for setting up banking controls with Contractor and MCSO's designated bank.	y	1	<input checked="" type="checkbox"/>	TouchPay uses our bank's CEO (Commercial Electronic Office) to maintain and process all EFT payments to MCSO's bank account. The CEO is a Treasury Management Product that the bank controls to ensure privacy and security.
209	9.3	Define standard online reports for Finance/Accounting.	y	1	<input checked="" type="checkbox"/>	Provided in Section 5.13.4 of the RFP Proposal. MCSO currently utilizes the online reports.

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
210	9.4	Describe how the proposed solution will impact current business processes while addressing concerns for timeliness and accuracy.	y	1	<input checked="" type="checkbox"/>	Provided in Section 5.13.6 of the RFP Proposal.
211	9.5	Describe how the proposed solution will integrate with MCSO's existing network architecture and support a full development/test environment.	y	1	<input checked="" type="checkbox"/>	Currently implemented.
212	9.6	Define any outside interfaces that will apply.	y	1	<input checked="" type="checkbox"/>	The interfaces are currently implemented with no foreseen outside interface needed unless required by the Prisoner Re-Entry Initiative Financially Capability Program.
213	9.7	Describe how the proposed solution will meet or exceed requirements for support and maintenance.	y	1	<input checked="" type="checkbox"/>	Currently implemented with additional support already negotiated for future needs of expansion.
214	9.8	Provide a detailed Implementation Plan that models a general standard practice implementation, including a timeline and projected go-live.	y	1	<input checked="" type="checkbox"/>	Please refer to Section 5.13.6 of the RFP Proposal.

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
215	9.9	Provide an outline/syllabus of the proposed training plan.	y	1	<input checked="" type="checkbox"/>	Please refer to Section 5.13.7 of the RFP Proposal.
216	9.1	Propose fee structure, including MCSO revenue portion.	y	1	<input checked="" type="checkbox"/>	Refer to Section 5.13.11 - Attachment A - Pricing.
217	10.	SPECIFICATIONS FOR ALL CASHLESS PROJECTS -- CURRENT AND/OR FUTURE:			<input checked="" type="checkbox"/>	
218	11.	GENERAL FINANCIAL AND SYSTEM REQUIREMENTS :			<input checked="" type="checkbox"/>	
219	11.	Provides all procedural functions to work with the agency's accounting/financial systems in conformity with GAAP standards and guidelines.			<input checked="" type="checkbox"/>	
220	11.	Identifies events and transactions that characterize financial activity.			<input checked="" type="checkbox"/>	
221	11.	Collects, stores, summarizes, and communicates all financial activity.			<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
222	11. System has a cash management tool, complete with receipting, reporting and audit trail functionality.			<input checked="" type="checkbox"/>	
223	11. System allows accountability for all transactions involving cash, credit/debit cards, checks, certified checks, money orders and/or other negotiable instruments.			<input checked="" type="checkbox"/>	
224	11. Provides various levels of access and user permissions with regard to business transactions.			<input checked="" type="checkbox"/>	
225	11. Appropriate consistent internal controls and reconciliation features.			<input checked="" type="checkbox"/>	
226	11. Ability to disburse funds to and from appropriate accounts in real time.			<input checked="" type="checkbox"/>	
227	11. Assigns a unique number for each transaction.			<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
228	11. Maintains historical retrievable financial data (based on retention rules). This information is available for both system reports and inquiry functions.	<input checked="" type="checkbox"/>	
229	11. Provides for online validation and editing of transactions for error identification and correction before actual processing and update.	<input checked="" type="checkbox"/>	
230	11. System has the ability to find and print past receipts using multiple search fields, to be printed by company upon request.	<input checked="" type="checkbox"/>	
231	11. Contractor is able to deposit/perform electronic funds transfers to multiple bank accounts.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
232	11. Contractor's application allows MCSO the ability to create financial records of business transactions and prepare statements or other reports.	<input checked="" type="checkbox"/>	
233	11. Contractor's application provides standard reports that may be run daily, monthly and/or annually from the Contractor's site.	<input checked="" type="checkbox"/>	
234	11. System and application must be user-friendly, i.e., easy to follow and navigate through.	<input checked="" type="checkbox"/>	
235	11. Contractor's application provides a means for MCSO personnel to perform various queries on data posted in the system.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
236	11. Contractor's application provides a means for MCSO personnel to produce/create customized ad hoc reports from data posted in the system.	<input checked="" type="checkbox"/>	
237	11. Contractor's application provides a means for MCSO personnel to produce/create standard reports from data posted in the system.	<input checked="" type="checkbox"/>	
238	11. Contractor systems provide detailed information in report format for deposits and other events and transactions.	<input checked="" type="checkbox"/>	
239	11. System uses a code to identify transaction types such as deposit, adjustment, etc.	<input checked="" type="checkbox"/>	
240	11. Contractor able to provide on-line query of MCSO account status and detail of charges, transfers, and payments.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
241	11. System has "affirmative posting" for user-defined screens.	<input checked="" type="checkbox"/>	
242	11. Contractor takes full financial responsibility for any money error made at public kiosks and/or credit/debit card fraud.	<input checked="" type="checkbox"/>	
243	11. System provides for multiple levels of authorization.	<input checked="" type="checkbox"/>	
244	11. Contractor provides customer service availability during MCSO business hours to resolve discrepancy issues.	<input checked="" type="checkbox"/>	
245	11. Applications must be capable of accepting cash, credit card, and debit card transactions.	<input checked="" type="checkbox"/>	
246	11. Applications must be capable of accepting check, certified check, and money order transactions.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
247	11. System(s) allows for the availability to deposit and release funds 24 Hours a Day – 365 Days a year.			<input checked="" type="checkbox"/>	
248	11. Deposits are considered complete when a funding source has been entered and accepted in the system.			<input checked="" type="checkbox"/>	
249	11. Contractor submits IRS Form 8300 for the proper notification of a single or multiple transactions in a given year that total more than \$10,000.00.			<input checked="" type="checkbox"/>	
250	11. Any requests by Contractor to request assistance from MCSO to resolve discrepancies must be submitted in writing.			<input checked="" type="checkbox"/>	
251	11. MCSO retains the right to refuse any such requests for assistance that are deemed an excessive burden to MCSO staff and/or not in the best interest of the County.			<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
252	11. Receipts include vendor's contact information to resolve any errors or disputes.			<input checked="" type="checkbox"/>	
253	11. Contractor supports MasterCard, Visa, Discover, and American Express credit and debit products for payments.			<input checked="" type="checkbox"/>	
254	11. Credit/Debit cards, checks, and other transactions processed by telephone or online comply with all applicable banking and governmental regulations.			<input checked="" type="checkbox"/>	
255	11. Regardless of payment method, vendor provides the customer with a receipt confirming the payment.			<input checked="" type="checkbox"/>	
256	11. Provide confirmation of real-time deposits, per transaction, on a daily basis covering the time period of 00:00 – 23:59 hours Arizona Time.			<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
257	11. Contractor guarantees a risk-free solution for all payments accepted on behalf of MCSO operations.			<input checked="" type="checkbox"/>	
258	11. Contractor will provide various types of Educational Materials to the Public and users of vendor's systems.			<input checked="" type="checkbox"/>	
259	11. Contractor contracts with third-parties at its own expense for any additional services, pilot programs or other enhancements.			<input checked="" type="checkbox"/>	
260	12. GENERAL REPORTING REQUIREMENTS :			<input checked="" type="checkbox"/>	
261	12. Vendor shall furnish the County usage reports delineating the activity governed by the Contract. The format of such reports shall be approved by MCSO.			<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
262	12. Contractor will maintain a register of all equipment or system failures, to include location, unit number, incident time, nature of failure, and time and date of repair.	<input checked="" type="checkbox"/>	
263	12. Contractor's register of equipment or system failures must be made available to MCSO upon request.	<input checked="" type="checkbox"/>	
264	12. Contractor will provide data, including but not limited to, deposit transaction reports on kiosk transactions sort able by location, as well as IVR and WEB Transactions.	<input checked="" type="checkbox"/>	
265	12. Real-time processing engine provides for reporting functionality on different levels.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp. Cap. Comp.	Comment
266	12. Enable MCSO authorized personnel access to obtain real-time data to all transactions initiated from the KIOSK, IVR, and Web Portal.	<input checked="" type="checkbox"/>	
267	12. Reporting is formatted in a standard transactions record to provide consistency in data.	<input checked="" type="checkbox"/>	
268	12. User has the ability to download information into a variety of formats such as an Excel spreadsheet.	<input checked="" type="checkbox"/>	
269	12. The standard transaction record incorporates a facial picture on all kiosk transactions.	<input checked="" type="checkbox"/>	
270	12. Provides transactions and log details.	<input checked="" type="checkbox"/>	
271	12. At the end of the day, MCSO will receive from the Contractor's server, a log of the daily details.	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
272	12. Applicable reports from the log of daily details can be "pushed" or "pulled" from the server at MCSO's discretion.			<input checked="" type="checkbox"/>	
273	12. Log details will be a summary of the day's transactions and the sum total of the money that will be deposited into Maricopa County bank accounts.			<input checked="" type="checkbox"/>	
274	13. PRELIMINARY SPECIFICATIONS FOR FUTURE CASHLESS PROJECTS:			<input checked="" type="checkbox"/>	
275	14. BONDS AND FINES PRELIMINARY SPECIFICATIONS:			<input checked="" type="checkbox"/>	
276	14. System can process bonds and fines payments, i.e., receive payments from offender and public, track funds, and prepare EFT transfers for various court jurisdictions.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
277	14. System indicates how a bond was paid -- via kiosk, phone, internet, or self-bond.	y	1	<input checked="" type="checkbox"/>	
278	14. System has ability for bond receipts to print automatically to payee and other designated areas.	y	1	<input checked="" type="checkbox"/>	
279	14. System must provide detailed bonds and fines reports to courts, to include the date, name, amount, court and who posted bond, and the case number.	y	1	<input checked="" type="checkbox"/>	
280	14. The system can easily route payments to the appropriate jurisdictional court using bank routing information provided by Maricopa County.	y	1	<input checked="" type="checkbox"/>	
281	14. Contractor provides notification electronically directly to various courts on EFT of delivered funds to the appropriate bank account.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #			Resp.	Cap.	Comp.	Comment
282	15. CIVIL PROCESS DIVISION PRELIMINARY SPECIFICATION S:				<input checked="" type="checkbox"/>	
283	15. The system accepts payments through kiosks that are programmable by location, IVR, and web-based program(s).		y	1	<input checked="" type="checkbox"/>	
284	15. Kiosks can accept cash, checks, money orders, and other legal paper financial instruments, in U.S. funds only.		n		<input checked="" type="checkbox"/>	Kiosks can only accept cash, or debit/credit cards. TouchPay will accept money orders and cashier's checks sent to a specific Lockbox location.
285	15. Kiosks accept debit and credit card transactions.		y	1	<input checked="" type="checkbox"/>	
286	15. IVR and web-based program(s) accept debit and credit transactions.		y	1	<input checked="" type="checkbox"/>	
287	15. The system allows search queries to locate the person's unique identifying number (called a "docket number").		y	1	<input checked="" type="checkbox"/>	
288	15. The query must be able to search by:		y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
289	15. The first listed Plaintiff's first and last name (or company name if applicable).	y	1	<input checked="" type="checkbox"/>	
290	15. The first listed Defendant's first and last name (or company name if applicable).	y	1	<input checked="" type="checkbox"/>	
291	15. The case number and state the paperwork originated from.	y	1	<input checked="" type="checkbox"/>	
292	15. System must accept full payment for bills that have been designated as "gone to Collections."	y	3	<input checked="" type="checkbox"/>	Please refer to Section 5.13.4 - Shereiff's Information Management System and Civil Process Division Specifications.
293	15. System must accept \$25.00 minimum payments only, unless the bill is less than \$25.00.	y	1	<input checked="" type="checkbox"/>	
294	15. System will not accept payment for more than the amount billed.	y	3	<input checked="" type="checkbox"/>	Will need more discussion if cash is to be offered as a payment type.
295	15. System must print a receipt. It must also print a bill in the event less than maximum payment is made.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F
VENDOR RESPONSE TOOL

Line #		Resp.	Cap.	Comp.	Comment
296	15. System must update the Civil Process Division's computer system.	y	3	<input checked="" type="checkbox"/>	TouchPay commits to developing the interface to update the Civil Porocess Division's Computer System.
297	15. System must be able to interact with other integrated Civil Process Division systems.	y	3	<input checked="" type="checkbox"/>	TouchPay commits to developing the interface to update the Civil Porocess Division's Computer System.
298	15. Contractor's system must generate daily reports in order to reconcile transactions made and received.	y	1	<input checked="" type="checkbox"/>	
299	15. System has a void mechanism with a complete audit trail.	y	3	<input checked="" type="checkbox"/>	
300	15. System does not allow deletion of a transaction.	y	1	<input checked="" type="checkbox"/>	
301	15. System provides various levels of access and user permissions with regard to business transactions.	y	1	<input checked="" type="checkbox"/>	

EXHIBIT F



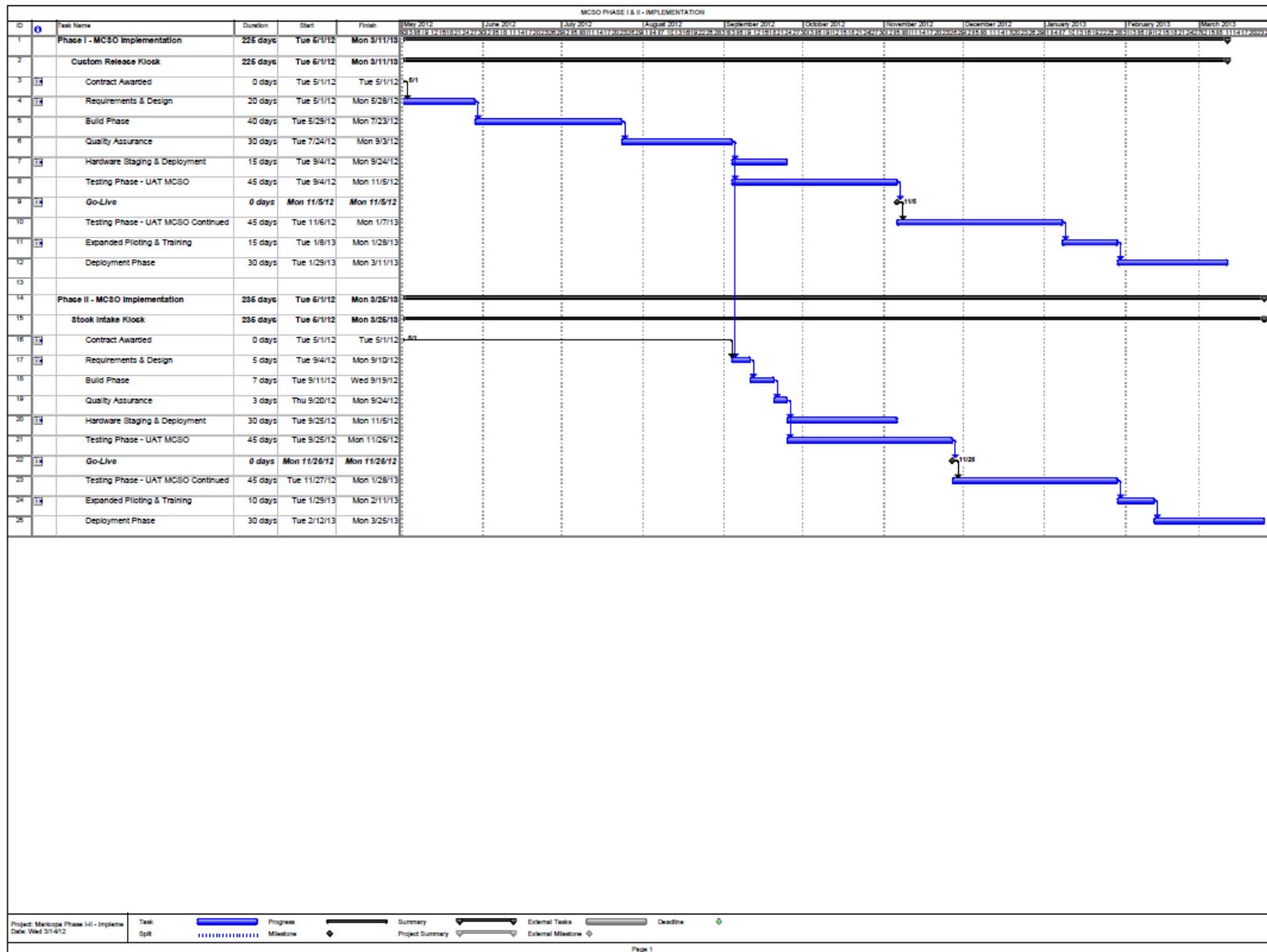
TouchPay Holdings, LP
 BUSINESS REQUIREMENTS

Note that lines 22, 157, 292, 294, 296, 297, 299 will require a pricing estimate in the pricing breakdown.

RFP # 11104

Line #			Resp.	Cap.	Comp.	Comment
1	1.0	INTAKE CASH SPECIFICATION S:			<input checked="" type="checkbox"/>	
2	1.1	Unit must be constructed of durable materials and of the same design and interface at each location.	y	1	<input checked="" type="checkbox"/>	Unit enclosure is all metal design with a secure touchscreen.
3	1.2	Unit must be robust.	y	1	<input checked="" type="checkbox"/>	Unit is built specifically for the corrections market.
4	1.3	Unit must have a secure yet easily accessible safe.	y	1	<input checked="" type="checkbox"/>	Unit has a secure access with an easily accessible cassette and coin safe.
5	1.4	Single unit must be able to accept coins and bills.	y	1	<input checked="" type="checkbox"/>	Unit accepts coins and bills in bulk.
6	1.5	Unit must have a hopper for coin collection (not slot).	y	1	<input checked="" type="checkbox"/>	Unit has coin hopper that accepts up to 900 coins per minute.
7	1.6	Unit must have a hopper for bill collection (not single feed).	y	1	<input checked="" type="checkbox"/>	Unit has tray that allows up to 30 bills to be accepted in any order automatically.
8	1.7	Unit must accept bills of all U.S. denominations.	y	1	<input checked="" type="checkbox"/>	Unit accepts all US denominations excluding \$2 bills

EXHIBIT G ESTIMATED PROJECT TIMELINE



AMENDMENT No. 1
To
AUTOMATED CENTRAL PAYMENT PROCESSING SYSTEM
Between
TouchPay Holdings, LP
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and TouchPay Holdings, LP ("Contractor") have entered into a contract for Automated Central Payment Processing System ("Agreement") on June 1, 2012 ("Effective Date"), hereby known as County Contract No. 11104-RFP;

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Add the following new Exhibit A-2 to the contract with the following intended purpose.

The Contractor has contracted with Numi Financial as Program Manager for the Maricopa County Sheriff's Office (MCSO) Release Card program. Numi will open and maintain a release card program account per the agreed upon funding schedule (Exhibit A-2) for MCSO under the terms and condition set forth by Visa/MasterCard regulations. The Numi Card solution will allow MCSO to seamlessly put the remaining balance of an inmate's trust account onto a Network Branded Numi Prepaid Card.

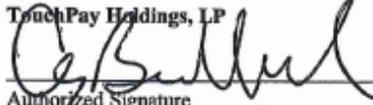
Furthermore, the County hereby acknowledges that Numi maintains a Card Loading Reserve Account, for the purpose of implementing the NF debit card release program. Maricopa County further acknowledges that they will forward a daily deposit for reimbursement, either by wire or ACH, to the Card Loading Account by 1:00 p.m. MST, the next business day (excluding County holidays), in order to cover the entire amount of the previous day's card loading activity. ONLY in the case of extraordinary unforeseeable events such as, but not limited to, system outages and other catastrophic events, may Maricopa County transmit their deposit to the Card Loading Account after the time of 1:00 p.m. MST. Such transmissions after 1:00 p.m. MST are still required to be done on the same business day (excluding County holidays).

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date of the last signature.

TouchPay Holdings, LP

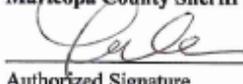

Authorized Signature

Craig Bullard
Printed Name

Manager / member
Title

9-29-2014
Date

Maricopa County Sheriff's Office


Authorized Signature

ANN BOHN
Printed Name

CHIEF FINANCIAL OFFICER - MISO
Title

10/7/14
Date

Maricopa County Office of Procurement Services


Authorized Signature

Wesley W. Baysinger
Printed Name

CPO
Title

10/17/14
Date

EXHIBIT A-2PRE-FUNDED RELEASE CARD SCHEDULE



Day of Week	Day of Loading	Time Frame	Details/Description	DEBITS	CREDITS	Account Balance	Status
Monday	Day 1	By EOD	Loading Occurs - Load Summary Emailed			\$50,000.00	Numl Prefunding Reserve
Tuesday	Day 2	Early AM	Loading from Day 1 debits account	-\$30,000.00		\$20,000.00	Balance Re-established
	Day 2	Before 1:00 p.m.MST	MCSO reconciles Load Summary received for day 1 and ACH funds to designated account		\$30,000.00	\$50,000.00	
Wednesday	Day 3	By EOD	Loading Occurs - Load Summary Emailed				Balance Re-established
	Day 3	Early AM	Loading from Day 2 Debits Account	-\$25,000.00		\$25,000.00	
Thursday	Day 3	Before 1:00 p.m.MST	MCSO reconciles Load Summary received for day 2 and ACH funds to designated account		\$25,000.00	\$50,000.00	Balance Re-established
	Day 3	By EOD	Loading Occurs - Load Summary Emailed				
Friday	Day 4	Early AM	Loading from Day 3 Debits Account	-\$27,000.00		\$23,000.00	Balance Re-established
	Day 4	Before 1:00 p.m.MST	MCSO reconciles Load Summary received for day 3 and ACH funds to designated account		\$27,000.00	\$50,000.00	
Saturday	Day 4	By EOD	Loading Occurs - Load Summary Emailed				Balance Re-established
	Day 5	Early AM	Loading from Day 4 Debits Account	-\$38,000.00		\$12,000.00	
Sunday	Day 5	Before 1:00 p.m.MST	MCSO reconciles Load Summary received for day 4 and ACH funds to designated account		\$38,000.00	\$50,000.00	Balance Re-established
	Day 5	By EOD	Loading Occurs - Load Summary Emailed				
Monday	Day 6	By EOD	Loading Occurs - Load Summary Emailed			\$50,000.00	Balance Re-established
	Day 7	By EOD	Loading Occurs - Load Summary Emailed			\$50,000.00	
Monday	Day 8	Early AM	Loading from Day 5, 6 & 7 Debits Account	-\$35,000.00		\$15,000.00	Balance Re-established
	Day 8	Before 1:00 p.m.MST	MCSO reconciles Load Summaries received for days 5, 6 & 7 and ACH funds to designated account for weekend loading activity		\$35,000.00	\$50,000.00	
	Day 8	By EOD	Loading Occurs - Load Summary Emailed				

TOUCHPAY HOLDINGS, LP, 7801 MESQUITE BEND, SUITE 101, IRVING, TX 75063

PRICING SHEET: NIGP CODE 20628

Terms:	NET 30
Vendor Number:	2011001861 0
Telephone Number:	972-215-0133
Fax Number:	972-506-8783
Contact Person:	Craig Bullard
E-mail Address:	cbullard@touchpaydirect.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2017.