

**SERIAL 13001 RFP ePAYMENT PROCESSING (TREASURER'S OFFICE)**

**DATE OF LAST REVISION: May 30, 2013**

**CONTRACT END DATE: June 30, 2018**

**CONTRACT PERIOD THROUGH JUNE 30, 2018**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ePAYMENT PROCESSING (TREASURER'S OFFICE)**

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 **May 30, 2013 (Eff. 07/01/13)**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

BW/mm  
Attach

Copy to: Office of Procurement Services  
Richard Challoner, Treasurer  
Matthew Bauer, OPS



## CONTRACT PURSUANT TO RFP

**SERIAL 13001 -RFP**

This Contract is entered into this 30th day of May, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Official Payments Corporation, a Delaware corporation ("Contractor") for the purchase of ePayment Processing services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1<sup>st</sup> day of July, 2013 and ending the 30<sup>th</sup> day of June, 2018.
- 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 ADJUSTMENTS:

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

### 3.0 PAYMENTS:

- 3.1 Payment shall be made to and from the County's designated account specifically set up for property tax payments, as further described in Exhibits A and B.

### 3.2 INVOICES:

- 3.2.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service

- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

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

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

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

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", 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.

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

6.2 **INSURANCE:**

- 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+. 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, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

- 6.2.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket

contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

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 \$2,000,000 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 \$1,000,000 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 insurance.

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

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

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

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 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

6.6 INTERNET ORDERING CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

6.7 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:  
Official Payments  
Claire Imae  
3550 Engineering Dr. Suite 400  
Norcross, GA 30092

Copy to: General Counsel  
9770 Georgetown Pike #203  
Great Falls, VA 22066

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 USAGE REPORT:

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

6.10 ACCEPTANCE:

For County's use of the system. Licensor shall provide an 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); and c.) 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 return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.11 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports

prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**6.12 TERMINATION FOR DEFAULT:**

6.12.1 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.

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

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

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

**6.13 TERMINATION BY THE COUNTY:**

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

**6.14 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.

**6.15 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.16 ADDITIONS/DELETIONS OF SERVICE:

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

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 RELATIONSHIPS:

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

6.18 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.

6.19 AMENDMENTS:

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

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

6.20.1 In accordance with section MC1 371 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.

6.20.2 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.

6.21 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.22 ALTERNATIVE DISPUTE RESOLUTION:

6.22.1 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:

6.22.1.1 Render a decision;

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

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

6.22.2 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.

6.22.3 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.

6.23 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.

6.24 RIGHTS IN DATA:

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

6.25 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.

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

6.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to

time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

6.27.1 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.

6.27.2 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.

6.28 CONTRACTOR LICENSE REQUIREMENT:

6.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.28.2 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.

6.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.29.1 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:

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

6.29.1.2 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;

6.29.1.3 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

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

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

6.29.3 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.

**6.30 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.31 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.

**6.32 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions in the body of this Contract and any Exhibits or any other agreements between the parties concerning the subject matter of this Contract, the terms in the body of this Contract shall prevail.

**6.33 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:

6.33.1 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,

6.33.2 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.

6.34 INCORPORATION OF DOCUMENTS:

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

6.34.1 Exhibit A, Pricing;

6.34.2 Exhibit B, Scope of Work;

6.34.3 Exhibit C, Training and Support

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

CONTRACTOR: Official Payments Corporation

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jeffrey W. Hodges, CFO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

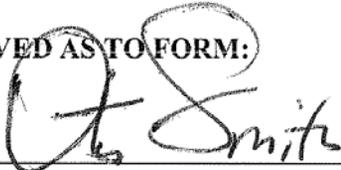
3550 Engineering Dr Ste 400 Norcross GA 30092  
\_\_\_\_\_  
ADDRESS

5/17/13  
\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

5/29/13  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
LEGAL COUNSEL

5/22/13  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL 13001-RFP  
 NIGP CODE: 94635  
 COMPANY NAME: Official Payments Corporation  
 DOING BUSINESS AS (DBA) NAME: Official Payments  
 MAILING ADDRESS: 3550 Engineering Drive, Suite 400  
Norcross, GA 30092  
 REMIT TO ADDRESS: 3550 Engineering Drive, Suite 400  
Norcross, GA 30092  
 TELEPHONE NUMBER: 770-325-3100  
 FACSIMILE NUMBER: 770-325-3099  
 WEB SITE: [www.OfficialPayments.com](http://www.OfficialPayments.com)  
 REPRESENTATIVE NAME: Claire Imaye  
 REPRESENTATIVE PHONE NUMBER: (866) 580-0980, Ext. 7479 and (209) 867-3650  
 REPRESENTATIVE E-MAIL: [Claire.Imaye@OfficialPayments.com](mailto:Claire.Imaye@OfficialPayments.com)

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:  [ ]  [ X ]

**1.0 PRICING:**

**eCheck Payments shall be provided at no cost.**

**CREDIT CARD TRANSACTION FEE'S**  
**RESPONDENT MUST PICK ONE OR THE OTHER, BUT NOT BOTH.**

Payment Amount		Fees	Fees ("Service Fees")
From	To	\$	%
\$0.00	\$99.99		2.30% with a \$1.00 minimum
\$100.00	\$199.99		
\$200.00	\$399.99		
\$400.00	\$599.99		
\$600.00	\$999.99		
\$1,000.00	\$1,399.99		
\$1,400.00	\$1,999.99		
\$2,000.00	\$2,699.99		
\$2,700.00	\$3,499.99		
\$3,500.00	\$4,399.99		
\$4,400.00	\$5,399.99		
\$5,400.00	\$6,399.99		
\$6,400.00	\$7,399.99		
\$7,400.00	\$8,699.99		

<b>\$8,700.00</b>	<b>\$10,399.99</b>		
<b>\$10,400.00 +</b>			

- MoneyGram - \$4.99 per transaction
- mobile browser- no cost (\$15,000 value)
- Mobile App- no cost (\$20,000 value)
- Magtek Card Readers - 5 at no cost (\$450 value)

## EXHIBIT B

### 1.0 INTENT:

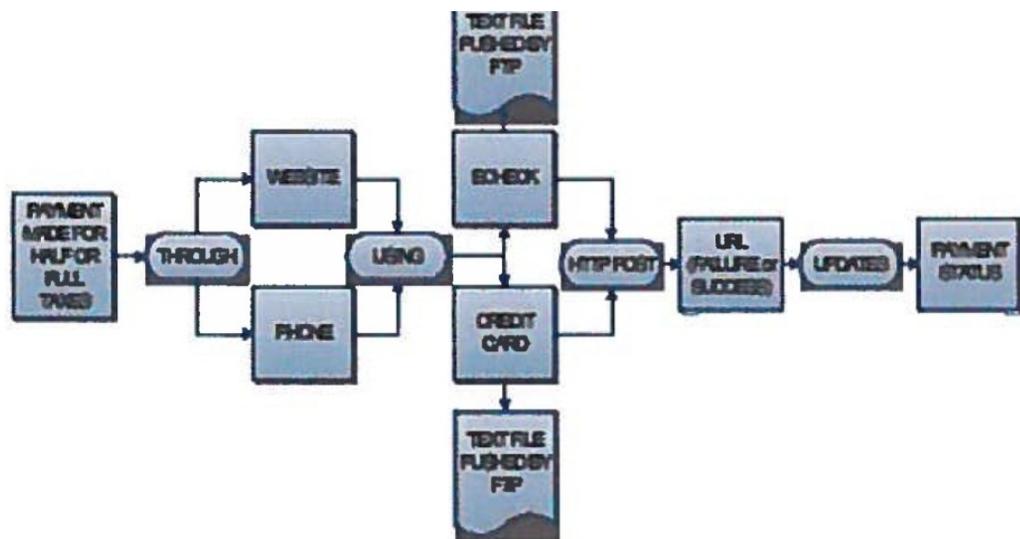
The intent of this contract is to provide internet and IVR payment systems for Maricopa County Treasurers Office and other agencies as required.

### 2.0 SCOPE OF SERVICES

- 2.1 The Treasurer's Office only accepts current year half and full tax payments for pre-determined amounts. To pay electronically, taxpayers currently may go through the Treasurer's website and pay with an eCheck or credit card. Customers may also pay with credit card by calling into the processing center via a toll-free phone number.
- 2.2 During the online payment process the parcel number, tax year, half code and payment amount are passed to the processor through an HTIPS POST method.
- 2.3 When calling directly, the taxpayer has to provide the parcel number and their name which gets verified using the same online system setup by the Treasurer's office.
- 2.4 Once the payment is made, the payment processor performs an HTIPS POST to a specific Treasurer's URL. This post back triggers some additional processing on the Treasurer's system to update a database to indicate that a payment is currently pending.
- 2.5 The payment processor provides two data files on a daily basis containing specific details about every online payment processed. One file contains payment data for eCheck payments and the other file contains payment data for credit card payments. The files are in a delimited text file format and consist of the data elements described in the table below. The files are pushed to the Treasurer's network by the payment processor using FTP.
  - 2.5.1 Items to be included in the data file:

Type	Details
Parcel Number	Require eight numbers with an optional single alpha character split example: 10012111 or 10012111A
Tax Year	Required four digits (####)
Half Code	"1" or "F"
Payment Date	example 20120103
Item Amount	Also known as the MoneyAmt or TaxPmtTot; decimal amount (#####.##)
Credit Card Type	V = Visa, M = Mastercard, D = Discover, A = American Express, otherwise = 0
Payer Phone Number	Domestic phone numbers (###-###-####) Foreign phone numbers are sent without mask (#####)
Payer Name 1	String length
Payer Name 2	String length
Payer Address 1	String length
Payer Address 2	String length
Payer City	String length
Payer State	String length
Payer Zip or Postal Code	#####-#### for domestic Foreign includes alpha
Country	String length

2.5.2 Payment Flow Chart



2.6 The Maricopa County Treasurer's office receives daily ACH (eCheck) and Credit Card

payments from Maricopa County property owners via the Treasurer's website and vendor phone calls. These payments represent current year only property taxes. Official Payments shall provide 24/7 system availability for the acceptance of current year only property tax payments.

- 2.7 Official Payments accepts Visa and MasterCard credit and debit cards, American Express and Discover credit cards, electronic checks, and cash through the partnership with MoneyGram International.
- 2.8 Official Payments currently does not charge for eCheck payments and shall continue to offer eCheck at no charge to the County under this contract.
- 2.9 Official Payments provides flexible client funding schedules. Official Payments is certified to process through Chase Paymentech and can switch the County's processing to Chase to provide faster settlement. Currently, however, most clients receive funding from each card association directly according to the following schedule.

Visa/MasterCard/Discover Settlement	Funding to the Client
<b>Monday</b>	<b>Wednesday</b>
<b>Tuesday</b>	<b>Thursday</b>
<b>Wednesday</b>	<b>Friday</b>
<b>Thursday</b>	<b>Monday</b>
<b>Friday/Saturday/Sunday</b>	<b>Tuesday</b>
American express settlement	Funding to the client
<b>Monday</b>	<b>Thursday</b>
<b>Tuesday</b>	<b>Friday</b>
<b>Wednesday</b>	<b>Monday</b>
<b>Thursday</b>	<b>Monday</b>
<b>Friday/Saturday</b>	<b>Tuesday</b>
<b>Sunday</b>	<b>Wednesday</b>

Figure 1: Credit Card Settlement Chart

- 2.10 Official Payments performs the authorization of its transactions in real-time. Within twenty-four hours of authorization, payments are submitted for processing. Transactions are electronically deposited in the gross amount (in their entirety) directly into the account(s) designated by the County. Processing times can vary depending on when settlements are actually received and weekend/holiday schedules.
- 2.11 The settlement schedule for electronic checks, likewise, is based on Official Payments' standard batch processing times and also can vary depending on when settlements are actually received and weekend/holiday schedules.

Electronic Check Transaction Day (Settlement File)	Funding to the Client
<b>Monday</b>	<b>Thursday</b>
<b>Tuesday</b>	<b>Friday</b>
<b>Wednesday</b>	<b>Monday</b>
<b>Thursday</b>	<b>Tuesday</b>
<b>Friday/Saturday/Sunday</b>	<b>Wednesday</b>
Note: Banking holidays occurring after the transaction day may delay settlement one day	

Figure 2: Electronic Check Settlement Chart

- 2.12 Official Payments settlement process provides support for:
  - Automatic settlement of batches. Manual settlement is available if there is an issue that prevents the batch from being automatically settled.
  - Midnight (client's time zone) cut off time for batches. All transactions past the cut off time

are included on the next batch.

- Monitoring of batches by an Official Payments support team. In the event that a batch fails to be transmitted, our support team will work closely with the processor to determine the issue and resolve it as quickly as possible.
- Transactions are electronically deposited in the gross amount (in their entirety) directly into the bank account(s) designated by the County.
- MasterCard, Visa and Discover transactions are deposited together. American Express and electronic check are each deposited separately. Saturday's activity is combined with Friday's and Sunday's activity is settled separately.
- Service (convenience) fees are settled directly to Official Payments. They are not comingled with the County's funds.

2.13 Reporting shall be provided to the Treasurer's office on a daily basis. Reports shall include a next day email with an attached flat text file of all transactions along with a daily transaction log in Excel format. Reports shall be sent via email to a County defined email address. Additional reports shall include the following:

2.13.1 Daily and Monthly Reports: Outlines the total number of payments processed and dollar amounts collected over a month. Reports shall be sent automatically to a designated County defined email address by the fifth business day of each month.

2.13.2 Ad Hoc Reporting: Different levels of detail and summary of electronic payments shall be made available to the County upon request.

2.13.3 Online Reporting: Access to agency site for designated County Treasurer employees to generate various reports.

2.14 The Contractor shall have a system in place to reverse payments at the Treasurer's Request. Reversals/Refunds initiated by the client or Official Payments at the request of a consumer. With the next release of Client Connect, the County shall be able to process its own reversals (refunds).

Consumer Process:

- o Consumer contacts Official Payments' customer support requesting reversal of a payment made (potential reasons include duplicate payments, payment to incorrect client, etc.) Official Payments forwards consumer request to designated client contact for approval.
- o Consumer contacts client directly requesting reversal of payments made (potential reasons include duplicate payments, payment to incorrect client, etc.). Client completes attached Reversal Form and submits to Official Payments Reversal Team for processing.

Official Payments' Reversal Team Process:

- o Clients must approve all reversals.
  - After Client approval has been received, Official Payments will reverse the original transaction within 48 hours of receipt, returning funds directly to the consumer, and will send confirmation of completion to the Client.
  - The Client will need to remove the payment in their system and show the consumer's balance as unpaid.
- o Official Payments will Debit ACH the Client for the amount for the reversed transaction from any account preferred by the Client.

2.15 Official Payments collects and stores all credit card and bank account information. No financial account information will be stored or transmitted to the Treasurer's office.

2.16 An electronic check may be returned for several reasons including NSF, stop payment, invalid account number, end-user initiated reversal, etc. When an electronic check cannot be processed by a user's financial institution, the transaction is returned and a return must be processed. An electronic check return means the reversal of a payment transaction

previously credited to the client's designated demand deposit account. This transaction is a final return and can only be disputed if the client has already issued a refund for this transaction. Clients must include an affidavit of refund issued or copy of refund check when submitting an electronic check return.

- 2.17 Official Payments assumes the burden of security and compliance for you and your citizens. Official Payments is PCI-DSS Level I certified and employs a number of security measures, including SSL and 256-bit encryption to prevent unauthorized user access to systems and data, physical security measures to restrict physical access to areas where sensitive cardholder data may be found, and network security measures to prevent unauthorized access to our systems.

As a company policy, Official Payments uses encryption algorithms like AES256 or Triple DES (3- DES) or better as standard security practice. Our platform is audited and approved by the major credit card companies, our banking partners, state government agencies, and the IRS. We undergo an annual PCI audit, as well as a 1,000-point annual inspection as part of our contract with the IRS. We are fully compliant with Anti-Money Laundering regulations. We are a TRUSTe® Web Privacy seal holder and a licensed Money Transmitter in Arizona.

Official Payments' payment processing solution supports AVS and CVV for credit card verification and has procedures in place to prevent duplicate payments and resolve them quickly in the event they do occur.

Official Payments' System Security shall include the following:

- PCI-DSS Level I certification
- Network security
  - Constant surveillance
  - Firewalls
    - End-to-end encryption
    - Secure Sockets Layer (SSL)
    - Intrusion detection and protection services
    - Network and device penetration tests
    - Third-party vendor support
    - Inbound and outbound network traffic monitors
- Third party audits and assessments
  - Regular tests of system
  - "Hacking" the system
- IRS Independent Verification and Validation
  - Annual audit
  - More than 1000 points of evaluation
  - Adherence to standard Internet privacy policies
  - Individualized passwords
  - Timed log-off
  - Pop-up windows restrictions
- Compliance with government regulations and card association rules
  - USA Patriot Act
  - Anti-Money Laundering (AML)
  - Bank Security Act
  - Office of Foreign Asset Control (OFAC) Compliant
  - Federal Trade Commission (FTC) Red Flag Compliant

- Gramm-Leach Bliley Act (GLBA) Compliant
- Sarbanes-Oxley (SOX) compliance

2.18 Official Payments offers consumers MyAccount on [www.OfficialPayments.com](http://www.OfficialPayments.com). MyAccount is Official Payments' program which allows registered users to setup e-mail payment reminders, schedule one time or automatic recurring payments, and establish and view payment history. Establishing a MyAccount also enables the consumer the ability to store personal information such as name and address and financial information via an E-Wallet that then pre-populates the payment site making the payment process faster and easier in the future.

Specifically, the following features are available by registering for MyAccount and using the Dashboard:

- Setup Payment Reminders
- Schedule one time or recurring payments (AutoPay)
- View payment history
- Edit personal information (Name, address, e-mail, phone number, etc.)
- Change your password
- Store multiple credit cards within a secure environment to use when making payments (E- Wallet).

### 3.0 SERVICE SPECIFIC TERMS AND CONDITIONS

#### 3.1 ECheck Fees

3.1.1 Official Payments will not charge Citizens a Service Fee for echeck transactions. However, in the event that Official Payments later incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law or government or association regulation during the term of this Agreement, Official Payments may pass through such charges per Price Adjustment language in section 2.0 in the main body of this contract.

#### 3.2 Agency Designated Account.

3.2.1 Prior to any Payment Transaction, Agency will establish an Agency Designated Account and will provide Official Payments with the electronic record specifications necessary for funds settlement and the posting of Agency Payment data related to payments. Agency shall maintain such account during the term of this Agreement and for at least 90 days after expiration or termination for any reason.

3.2.2 Agency shall pay to Official Payments, and during the term of this Agreement and for sixty (60) days thereafter Official Payments (or its Suppliers) may debit from the Agency Designated Account, any other amounts owed by Agency under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), Returned Transaction Fees, ACH debits that overdraw the Agency Designated Account, and any other fines or liabilities incurred under this Agreement by Agency. Any fees and charges or other liabilities owed by Agency and not paid when due shall bear interest of 1.5% per month until paid.

3.2.3 Agency agrees to maintain sufficient funds in the Agency Designated Account to satisfy all fees, charges and other obligations of Agency under this Agreement. Agency authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Designated Account for any such amounts Agency owes Official Payments under this Agreement. If the amount in the Agency Designated Account does not contain sufficient funds to cover fees and obligations of Agency, Agency agrees to pay

Official Payments the amount it owes under this Agreement upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. The authority granted by this Section shall survive the termination of this Agreement.

3.3 Security.

Agency shall take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Agency, Agency employees and agents, and Citizens. Official Payments may, but shall not be required to, assign to Agency one or more identification numbers or passwords for Agency's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Agency by Official Payments, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Agency.

3.4 Suspension; Restrictions.

Official Payments may immediately suspend the Services or withhold Services or individual financial settlements in the event (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation or the NACHA rules and regulations. Official Payments will provide notice and opportunity to cure if practical, depending on the nature of the event causing the suspension. Official Payments shall have no liability for any suspension in accordance with the terms of this Section 3.4.

3.5 Account Monitoring; Security.

Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity to the extent it is with reasonable discretion and in compliance with applicable laws and government regulations, provided, that in no event does Official Payments assume any responsibility to discover any possible breach of County's security or misuse of the Services. County and Official Payments shall immediately notify the other if either discovers any breach of security.

3.6 Compliance with Laws, Rules and Regulations.

The parties shall comply with all applicable laws, rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of the NACHA, and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this SOW as if set forth in full herein. Official Payments may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by County, and County agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to County, unless immediate compliance is required by law or regulation or otherwise agreed upon in writing by the parties.

3.7 Warranty and Disclaimer.

- 3.7.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this SOW and perform its obligations hereunder and that the person who signs the Agreement and this SOW for each party has full authorization to bind the respective party. County shall provide to Official Payments the standard set up form ("County Set Up Form") within five (5) days of full execution of this SOW. County represents and warrants to Official Payments that all information provided in such form is current, correct and complete. County agrees to notify Official Payments in writing of any changes to such County information within ten (10) days of such change.

3.7.2 Disclaimer. Official Payments and its Suppliers are providers of the Services, not insurers, and as such, County acknowledges that data processing involves the inherent risk of human and machine errors, omissions, delays and losses including inadvertent loss or misstatement of data. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including without limitation connectivity/access providers. Accordingly, except as provided herein in 3.9 or otherwise, neither Official Payments nor its Suppliers warrant that the Services will be error free, uninterrupted, secure or virus free, and except as provided herein in 3.9 or otherwise, Official Payments and its Suppliers disclaim liability resulting from or related to such events. Except as expressly provided for herein, the Services are provided "AS IS" and "AS AVAILABLE", and Official Payments and its Suppliers make no other representations or warranties of any kind whatsoever, whether express or implied, by operation of law or otherwise, including, without limitation, any implied or statutory warranties of merchantability or fitness for particular purpose.

3.8 Status of the Parties; Suppliers.

The parties are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between County and Official Payments. No party shall have the authority to commit or bind any other party without such party's prior written consent. County acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the County Designated Account in accordance with the terms of this SOW.

3.9 Limitation of Liability

Official Payments shall be liable for all direct damages resulting from any negligent acts, errors, omissions, mistakes or malfeasance in the performance of this Contract by Official Payments or any of its directors, officers, employee or agents. Official Payments' liability for indirect or consequential damages shall be limited to \$2,000,000.00 per occurrence, and \$4,000,000.00 in the aggregate.

3.10 County shall comply with the following obligations:

3.10.1 Other than permitting Official Payments to charge the Service Fees in accordance with this Agreement, Agency will not impose any surcharge or penalty on electronic check transactions made by Citizens under this Agreement.

3.10.2 County will obtain Official Payments' consent prior to publishing any materials that reference the Services or Official Payments.

3.10.3 County shall be solely responsible, at their own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service that is not a part of the Official Payments System.

3.10.4 County shall execute and deliver to Official Payments an ACH authorization agreement in the format provided by Official Payments to authorize electronic payments/debits to and/or from the County Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions intended under this SOW.

3.10.5 County will not require, as a condition to making an Agency Payment, that a Citizen agree in any way to waive such person's rights to dispute the transaction with their banking institution for legitimate reasons.

### 3.11 Payment Chargebacks and Reversals

County authorizes Official Payments to debit the County Designated Account in connection with (i) any "reversed" Card transaction that is approved by an authorized representative of County and Official Payments, and (ii) any "Chargeback" Card transaction that is initiated by a Citizen and approved by an authorized representative of Official Payments and the Card company. Official Payments shall refund to the Citizen the corresponding Services Fee. The County agrees that it shall not refund in cash to a Citizen any County Payment made by a Citizen using Official Payments Services.

### 3.12 Intellectual Property

In order that Agency may promote the Services and Official Payments' role in providing the Services, Official Payments grants to Agency a revocable, non-exclusive, non transferable, royalty-free license to use Official Payments' logo, trademarks and other service marks (the "Official Payments Marks") for such purpose only, in a form as approved by Official Payments. Agency does not have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, IVR or the Official Payments Website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights and title therein (other than rights expressly granted in this Agreement) are owned exclusively by Official Payments. Agency's license to use any Official Payments Marks shall terminate upon the earlier of (a) the effective date of termination or expiration of this Agreement, or (b) immediately, in the event of any breach of this section of the Agreement by Agency. Agency will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Agency agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments.

### 3.13 Confidentiality

The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary, including, Agency and Citizen personally identifiable data, the Official Payments System, and

Official Payments and Agency trade secrets, computer programs, software formulas, inventions, techniques, marketing plans, documentation strategies, and forecasts (this contract its terms, conditions and pricing are excluded from this requirement). Each party agrees that it will not make use of disseminate, or in any way disclose the other party's Confidential Information to any person, firm or business, except as authorized by this Agreement and limited to the extent necessary for performance of this Agreement, except that Official Payments may use information for tax collection and other purposes as specifically permitted by federal or state law; may use personal information provided by Citizens to establish and maintain individual user accounts requested to be established by such Citizens with Official Payments for purposes of the Services; and may use certain non-personally identifiable transaction data and IVR and Official Payments Website traffic information which are compiled in aggregate for the purpose of preparing and distributing statistical reports and for public company reporting purposes. Each party agrees that it will disclose Confidential Information of the other party only to those of its employees and Suppliers who have a need to know such information and who have agreed to be bound by the non-disclosure terms and conditions of this Agreement prior to disclosure. Each party agrees that it will treat all Confidential Information of the other party with the same degree of care as it accords its own confidential information, and each party represents that it exercises reasonable care to protect its own confidential information. However, neither party has

responsibility for safeguarding the Confidential Information of the other party that is (i) publicly available, (ii) already rightfully in such party's possession and not subject to a confidentiality obligation, (iii) obtained by such party from third parties authorized to make such disclosure, or (iv) independently developed by such party without reference to or use of the Confidential Information of the other party. Notwithstanding the foregoing, the party receiving Confidential Information shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the receiving party provides the other party with commercially reasonable prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information, and provided that the receiving party has been advised by legal counsel that such disclosure is required by law, and such disclosure is limited to the minimum extent required by law. Within ten (10) business days following the date of any termination of this Agreement or upon expiration, Agency agrees to return all confidential information and materials provided by Official Payments to Agency.

3.14 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Agency, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns

3.15 Force Majeure.

Official Payments shall not be considered in breach of or in default of any of its obligations under this Agreement, and shall in no way be liable to the Agency hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible by acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks--except due to negligence or malfeasance attributable to Official Payments, delays of common carriers or similar cause that are beyond Official Payment's reasonable control.

## EXHIBIT C

### 1.0 SUPPORT

- 1.1 Client and customer service is offered to Official Payments clients and their customers at no additional charge. Highly trained Official Payments representatives are on hand to answer customer questions and take "on-behalf-of" payments via a toll-free telephone number Monday through Friday from 7:00am to 7:00pm central time. Customer service hours are often extended until midnight in a client's time zone to accommodate higher caller volume and increased transactions on tax due dates. Official Payments will provide extended customer service hours for Maricopa County on November 1 and May 1. Official Payments customer service center includes bilingual caller support during operating hours.

Official Payments also offers phone payments 24/7 through Official Payments interactive voice response payment system, available via a toll-free number. The County can either provide a daily file to Official Payments or allow real-time access to the information using Web Services in order to provide the caller with the payment amount due. Callers can end the call at any point prior to submitting the transaction for processing. Unique confirmation numbers are provided to callers who successfully complete a transaction.

Official Payments provides client and customer service through Official Payments own call center in Auburn, Alabama. The call center is under the direction of Molly Duram, Director of Client and Customer Service.

Client and customer service is offered to Official Payments clients and their customers at no additional charge and is available through live agents, a toll-free customer support line and email. Official Payments client services team handles County reporting, reconciliation and settlement needs, and is available Monday through Friday from 7:00AM to 7:00 PM Central and extended hours on key payment due dates, such as November 1 and May 1 for Maricopa County.

Official Payments Client Services team handles County reporting, reconciliation and settlement needs, while Official Payments Customer Service teams provide payment assistance to your customers. Although Official Payments continues to focus on the customer experience through traditional channels such as the telephone and email, Official Payments is broadening the listening platform to social media networks as well. Official Payments monitor and respond to comments on Facebook and Twitter that indicate that a customer has had an issue with any of Official Payments services. Official Payments have introduced a tab on the Facebook page that supports contact with Official Payments Customer Service and Marketing teams without leaving Facebook.

Specifically, customer service is provided through the following channels:

- Toll-Free Live Customer Service Representatives. Highly trained Official Payments representatives are on hand to answer customer questions and take "on-behalf-of" payments via a toll-free telephone number during business hours.
- Toll-Free Automated Customer Service Support. Customers can call a toll-free, 24-hour number to access an automated menu of Frequently Asked Questions.
- Customer Service Online via [www.OfficialPayments.com](http://www.OfficialPayments.com). Customers with questions may visit the Frequently Asked Questions section of the Official Payments website at [www.OfficialPayments.com](http://www.OfficialPayments.com).
- E-Mail Customer Service. Customers with questions not addressed in the Frequently Asked Questions may also email questions directly to trained Official Payments customer service representatives.

In addition, Official Payments supports the following client and customer service features:

- Dedicated client support staff to assist Maricopa County with its payment processing solution.
- Clear escalation paths for issues not resolved on the first call.
- Easy addition or deletion of payment locations through your client services representative.
- Live customer service support during regular business hours with extended hours on payment due dates
- One-call resolution for the vast majority of customer service calls.
- No installed software required.
- Marketing programs to increase awareness and drive usage of electronic payment service.

In addition to Pam Tomblad, Molly Duram, Claire Imaye, and Cathy Floyd, the following individuals also will serve as key contacts for the County:

Mark Lavin- Senior Vice President of Sales-404-844-7039-  
[Mark.Lavin@OfficialPayments.com](mailto:Mark.Lavin@OfficialPayments.com)

Anne Welch- Vice President of Operations- 334-321-7367- [Anne.Welch@OfficialPayments.com](mailto:Anne.Welch@OfficialPayments.com)

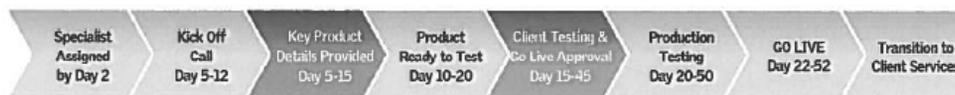
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## 2.0 TRAINING

- 2.1 Official Payments implementations process includes training. Topics include settlement and reconciliation, reporting, transaction management such as voids, reversals and chargebacks and marketing best practices. Additional training opportunities are available as needed through the life of the contract. Training on the reporting features of the system and on chargebacks, voids and reversals will be conducted by Official Payments' client services team. Official Payments, in addition, will provide support for training County merchants on issues relevant to online payment processing including fraud prevention, chargebacks and security compliance.

As the incumbent provider for the County, implementation of the system is already complete. In the event that County would choose to offer additional payment applications, the County's project would be assigned to an implementation specialist who would work with you to develop your payment systems. This specialist would be the County's single point of contact throughout the implementation process.

Official Payments standard implementation schedule is outlined below and Official Payments experience has shown that when a client is fully engaged in the process, the low end of the range can easily be achieved. The steps highlighted on the graphic below are those that require the most client engagement and are where you can have the most impact on the duration of the project.



**Implementation Process Flow Diagram**

The process begins with a kickoff call where the implementation process is described and requirements are clarified. The specialist will identify what information will be needed from you in order to build the application. This includes those items that you want captured in the payment process to facilitate your reconciliation process such as a parcel number, citation number, etc. Additionally, if a file or Web Service is going to be provided to validate amounts, account numbers, etc., the details of these are worked out. Once these key details are provided, the

**SERIAL 13001-RFP**

application can be built and ready for you to test very shortly thereafter. After you have completed your testing and given your approval, the application is moved to production. The specialist will then work with you to make test transactions in the production environment to ensure all funding transfers occur appropriately.

Official Payments step-by-step process is designed to manage your project and keep you informed on the progress thereby ensuring that your business needs are being met and your solution is successfully implemented. Once your systems are in production and transactions are being processed, your staff will be introduced to Official Payments Client Services team, which will then become a point of contact for you in addition to your Account Manager.

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30092**

PRICING SHEET: NIGP CODE 94635

Payment Terms:	NET 30
Vendor Number:	2011003350 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 31, 2018.</b>