



C O U N T Y O F S A N L U I S O B I S P O

## GENERAL SERVICES AGENCY

JANETTE D. PELL, DIRECTOR

HELEN McCANN, DEPARTMENT ADMINISTRATOR

### REQUEST FOR PROPOSAL PS-#1078 Electronic Payment Services, Related Equipment

April 15, 2010

The County of San Luis Obispo (hereafter, County) is currently soliciting proposals from qualified vendors to provide, maintain and support Electronic Payment (E-Payment) solutions for County departments.

Each proposal shall specify each and every item as set forth in the attached requirements. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit your proposal by **3:00 p.m. Pacific Daylight Time on May 11, 2010** to:

County of San Luis Obispo  
Phill Haley, GSA – Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

Proposals must be received by mail, recognized carrier, or hand delivered no later than **3:00 PM PDT on May 11, 2010**. Late proposals will not be considered. Submit **9** printed copies and **9** electronic copies of your proposal. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL". All printed copies of the Proposals submitted in response to this RFP shall be printed on 8½" x 11" white paper, printed on two sides, and spiral or ring (**not thermal**) bound. It is preferred that all proposals be submitted on recycled paper. Electronic copies shall be submitted on CD-ROM in Microsoft Word 2003 **and** Adobe PDF file formats; proposed project plans shall be submitted in Microsoft Project 2003 **and** Adobe PDF file formats.

If you have any questions about the proposal process, please contact **Phill Haley, Buyer, at (805) 781-5904**. All other questions pertaining to the content of the proposal must be made in writing via e-mail to Shawn Shurick, Project Manager, at [epaymentsrfp@co.slo.ca.us](mailto:epaymentsrfp@co.slo.ca.us) with "**E-Payments Project**" in the subject line of the message. All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the San Luis Obispo County RFP Internet site: <http://www.slocounty.ca.gov/it/epayments.htm>, except that the County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PHILL HALEY

Buyer – GSA – Purchasing

[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

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## 1 GENERAL INFORMATION

### 1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL

The County of San Luis Obispo (hereafter, County) is currently soliciting proposals from qualified vendors to provide, maintain and support Electronic Payment (E-Payment) solutions for County departments. The successful vendor(s) solutions are expected to offer County customers/clients expanded options for purchasing County-provided goods and services via multiple payment types and channels, including credit cards, debit cards, point of sale (POS)/over-the-counter (OTC), ACH, electronic checks, use of the Internet, interactive voice response (IVR), mail, phone and fax.

The County is seeking a qualified vendor(s) to provide the full range of E-Payment services and related systems, including at a minimum a vendor:

- A. that provides a variety of payment types (Credit Cards, Debit Cards, electronic checks, and ACH);
- B. that facilitates electronic payment types by various payment channels (over the Internet, IVR, mail, phone, fax and over the counter);
- C. that provides the infrastructure to support the desired payment types and payment channels including but is not limited to hardware, software, technical and user training, user support, customer support, etc.;
- D. that can streamline the entire payment process from payment submission to bank deposit reconciliation, based on the County's "To-Be Vision" for E-Payments;
- E. that can offer a simpler alternative, low-cost solution for departments wishing to reduce costs; and
- F. that provides project management, consulting and development resources as needed to implement E-Payment interfaces such as web pages, IVR scripts, and application integration with County systems.

The purpose of this Request for Proposals (RFP) is to establish a Master Agreement with a vendor or vendors who are able to provide services, related information technology equipment, and /or software solutions that meet the County's stated requirements. It is anticipated that the Master Agreement will fulfill the majority of the County's future needs. Future needs exclude those needs being met through existing agreements, although said needs may be fulfilled under the Master Agreement at the end of the terms of existing agreements at the discretion of the County. The County anticipates that the majority of future needs will be fulfilled through products that the vendor(s) offers on the Master Agreement(s) and the remaining balance of the needs may be fulfilled through ancillary agreements.

The Master Agreement shall contain all of the relevant governing terms and conditions required for the administration of the Master Agreement and the Products and Services Schedule. The Products and Services Schedule shall contain the vendor's entire E-Payment services, equipment, software solutions, and/or support offering including the maximum prices for each component of the offering. The County and the vendor shall jointly prepare and sign the Master Agreement and the Products and Services Schedule.

The County Treasurer (hereafter, Treasurer), may request a quotation for products and services on behalf of the Using Department(s), whereby specific vendor's products and services are selected from the approved Products and Services Schedule with guidance if needed from the vendor, to meet the specific requirements of the Using Department(s). The Using Department along with the Purchasing Department shall jointly prepare a purchase order and ancillary contract where necessary specifying the products and services required for implementation. The vendor shall be encouraged to submit

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timely updates to its Products and Services Schedule including updates to the list of subcontractors, if appropriate, to keep the schedule in step with the advance of E-Payment technology. Pricing updates to the Products and Services Schedule are expected to be adjusted on an annual basis, on a date agreed to by vendor and County. Typically this would occur on a date that will allow fiscal year price adjustments to County fees if needed, which require Board of Supervisors' approval.

This procurement may result in a multiple source award to a limited number of vendors. The use of any specific subcontractor is subject to County approval. The vendor is responsible for the quality and timeliness of any work completed by a subcontractor in fulfilling the contract terms.

Vendors are encouraged to offer services and related equipment and software that provide a broad range of E-Payment solutions and capabilities that encompasses both "over-the-counter" and Internet-based payments. The solution(s) must provide a basic Application Service Provider (ASP) based electronic payments solution, plus additional services such as account verification, reporting, and additional data to assist with reconciliation, funds availability and potential integration with County back-office systems. The proposed solutions should also have the flexibility to meet individual agency and departmental requirements and timelines, and should provide a lower-cost, "no-frills" option for departments wishing to save money by forgoing some of the enhancements listed in this paragraph.

In accordance the requirements set forth in Section 5.5, Technical Specifications/Functional Requirements, of this RFP vendors are required to include in their proposals approaches and costs associated with the planning, organization and implementation of their proposed E-Payment base solution(s) on vendor supplied infrastructure and, as needed, integrating it with County back-office systems.

## 1.2 COUNTY E-PAYMENT 'TO BE VISION'

The County has developed a "To-Be Vision" of the desired enterprise E-Payments solution, as illustrated in the diagrams that follow. In this process, the County identified seven items which helped form the County vision, and these are listed below:

Vision 1: County requires a central electronic payment application and infrastructure that will provide the capability to make secure credit card, debit card and other forms of electronic payments available to the citizens of this County.

Vision 2: County has an E-Payment system that is flexible enough to be utilized by departments with various needs.

Vision 3: With each new application, the efforts and costs of providing the same features and functions are not duplicated.

Vision 4: Payments are not net of fees and exceptions, and do not take several days to be deposited in County bank accounts.

Vision 5: County will be invoiced for all fees, returns, rejects, and chargebacks.

Vision 6: County will provide better service to their customers, which will reduce the cost of providing those services.

Vision 7: County will provide multiple payment options to customers, to increase the convenience of paying electronically.

Based on the To-Be Vision, the County has defined five (5) core process requirements it considers essential for an optimal Countywide E-Payments solution:

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1. The payment vendor should transfer funds to the County within a defined, short and predictable time frame.
2. All fees, charges, and adjustments should be invoiced separately by the payment vendor to the County, as opposed to being deducted from payment funds prior to transfer to the County bank (i.e., "gross" rather than "net" funds transfer).
3. Funding for all transactions that took place before cut-off time for the day regardless of payment type will be transferred to the County's bank account(s) with a department identifier by the next day.
4. The payment vendor should provide reporting that allows reconciliation of transferred funds with County "back-office" systems to be done on a daily batch basis (with follow-up on exceptions only), as opposed to requiring a manual transaction by transaction reconciliation.
5. Each payment should be associated with a transaction code, generated either by the County or vendor. If generated by the County, the payment vendor should receive and return back the County-generated transaction code with each payment transaction and associated funds transfer. This code could be used by the County to match payment(s) received with the related "back-office" transaction(s) if there is a discrepancy in the batch reconciliation.

Following is an illustration of the County E-Payment Process:

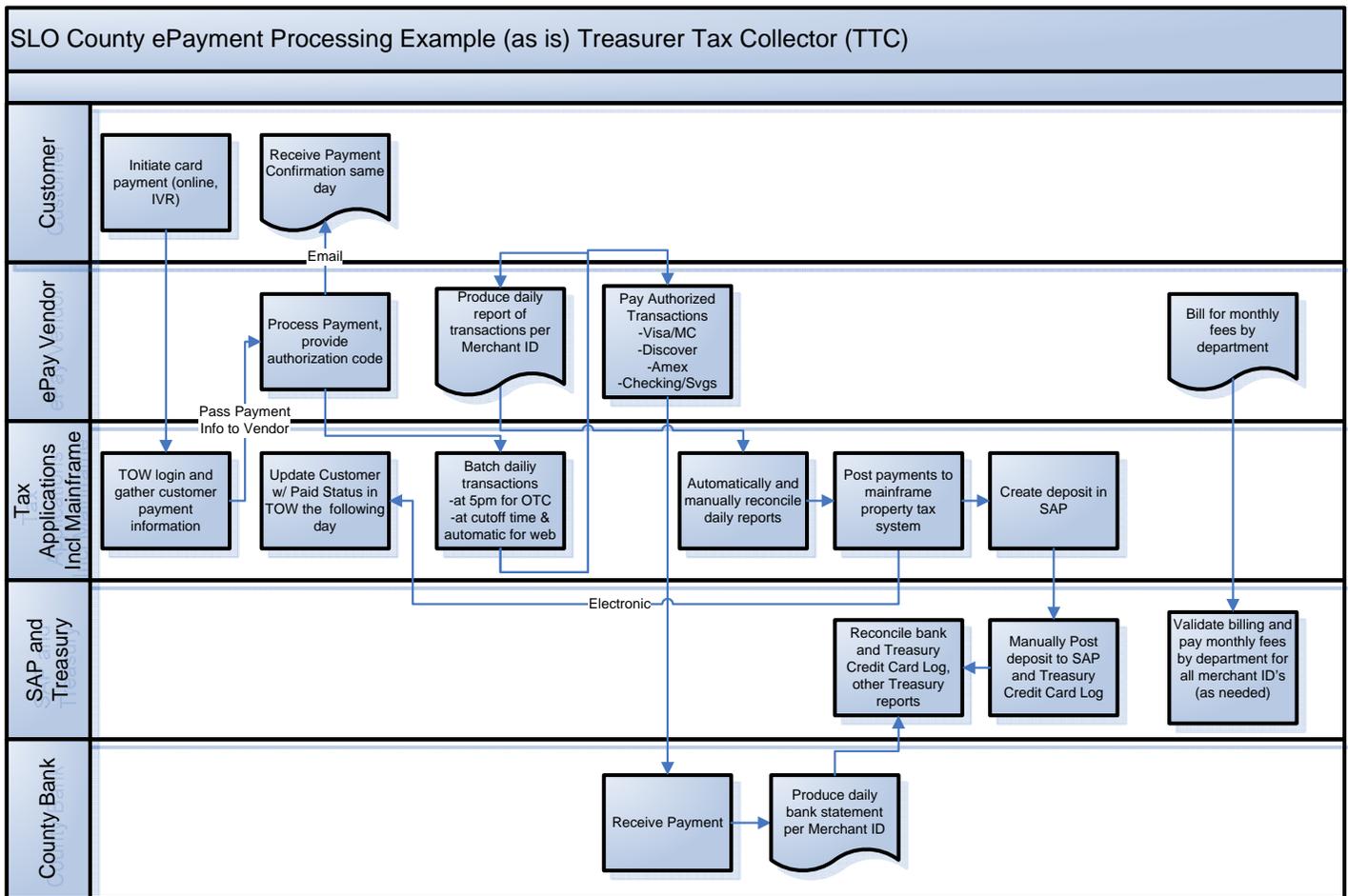


Figure 1 SLO County E-Payment Process

Following is an illustration of the County Chargeback To Be Process

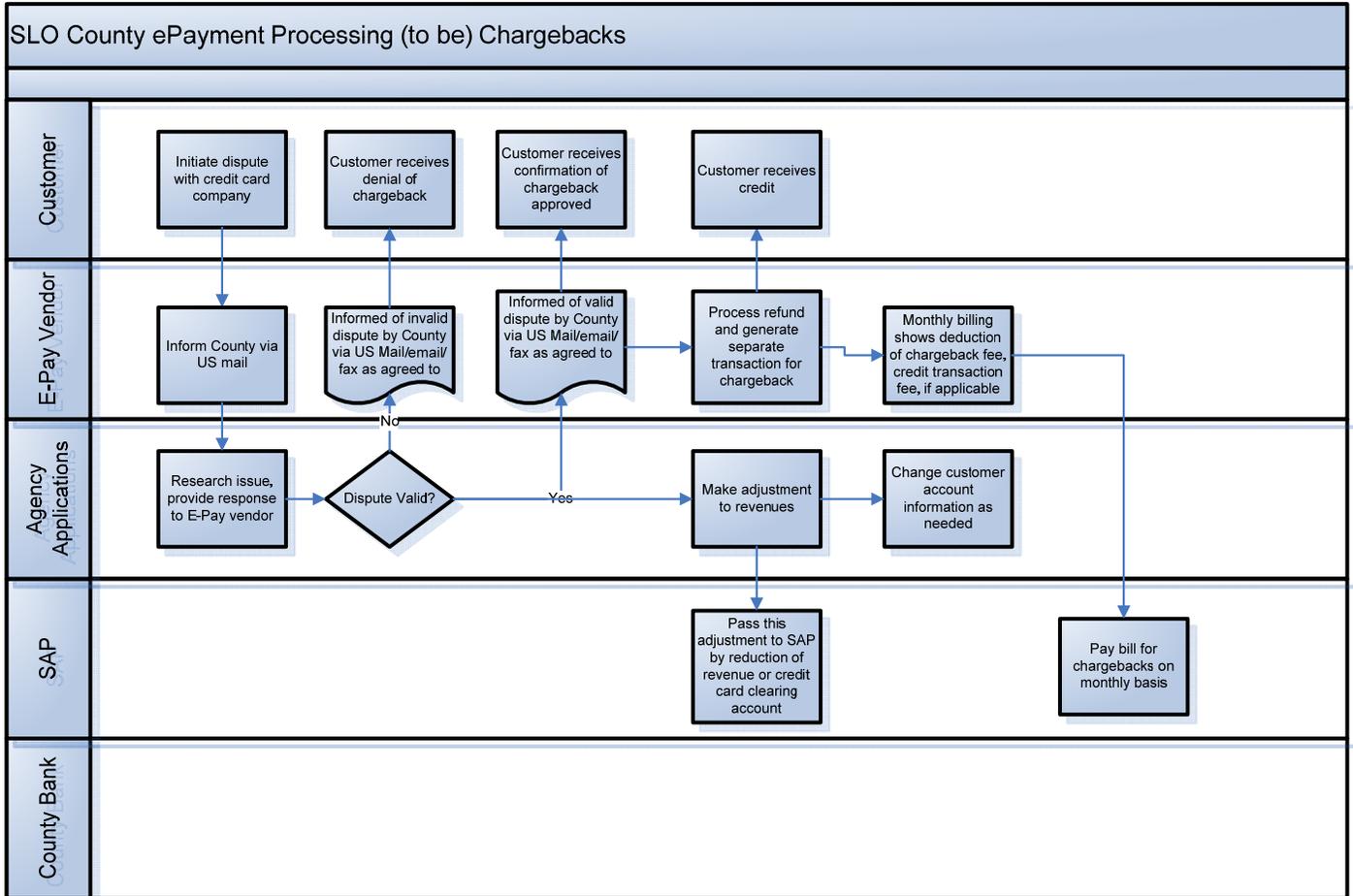


Figure 2 SLO County Chargeback To Be Process

1.3 E-PAYMENT SOLUTION OBJECTIVES

With a Master Agreement award as a culmination of this solicitation process, the County hopes to achieve the following:

- Customizable Enterprise E-Payment Solution – Procure an integrated, enterprise E-Payment solution that also provides County Using Departments with a choice of implementation and payment options based on their specific business needs.
- Current and Future Implementation Support – Procure a solution that will 1) permit County Using Departments to implement concurrent and / or sequential E-Payment systems which meet current requirements, and 2) have the ability to accommodate future potential County E-Payment requirements and goals.

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- Resource Savings – Reduce staff time and resources devoted to processing customer payments, and daily banking and balancing processes particularly in the area of reconciliation (of on-line payment transactions with back-end systems and bank deposits).
- Flexible Convenience Fees – Allow County Using Departments the flexibility to either absorb credit / debit card payment processing fees, or pass them on to the end user as a “convenience” fee, depending on government mandates for type of fee (flexible or set by law), and based on the payment type, its associated regulatory requirements, and departmental preference.
- Economical Low Dollar-Payments – Provide County Using Departments with a cost-effective means of collecting small dollar amounts for payments such as airport parking fees, park reservations, and library fines.
- No Cost or Minimal Cost Checking and Savings Account Transfers – Provide customers of a Using Department the ability to make checking and savings account transfers at no or minimal costs.
- Risk Mitigation – Minimize County exposure to fraud, and loss of personal financial data and other private information gathered in the process of receiving electronic payments. Improve the secure handling of personal and financial data
- Level 1 PCI-DSS Compliance – Guide the County to proper handling of credit and debit cards, and ACH checking, through compliance to the Payment Card Industry (PCI) standard and individual credit card and ACH checking company rules.
- Optimal Rates and Costs – Within the constraints of the preceding goals, procure an E-Payment contract “package” and implement payment handling processes that afford the County the best debit or credit card “discount” rates and related costs.
- Implementation Guide – A document that can serve as a step-by-step guide for departments to take advantage of the County’s chosen E-Payments solution and utilize the Master Agreement, allowing them to select from the choice of implementation and payment options based on their specific business needs.

#### 1.4 SUMMARY SCOPE OF WORK

This Master Agreement(s) will be executed to establish a flexible contracting mechanism for all County Using Departments to select from the vendor’s products and services to meet their unique requirements. The purchase order releases for delivery, products and services to County Using Departments in accordance with the agreed terms and conditions of the Master Agreement, the approved Products and Services Schedule, and any ancillary agreements that may be executed.

Any installation shall consist of planning, organizing and implementing by the vendor, and integrating with County-supplied equipment, training County users and technical support staff in the use and operation of the system, and providing technical support and maintenance upgrades. The selected vendor(s) are required to offer: pre-sale support, warranty and maintenance services, and technical support.

## 1.5 SCOPE OF SOLICITATION

It is the intent of this RFP to establish a Master Agreement(s) for a term of five (5) calendar years. The County reserves the option of extending the Agreement(s) on an annual basis for two (2) additional three-year terms or portions thereof.

The scope of this RFP includes E-Payment services and related equipment, software and support services required for the installation and operation of the proposed solutions(s), which will include, but not be limited to, computing equipment required to maintain adequate system operational performance, software or additional software programs, data files, enhancements, modification, systems or control software, and utilities as well as hardware and software training, maintenance, technical support, documentation, and any other directly related professional services. Most importantly, services shall include a basic ASP electronic payments solution, plus additional services such as account verification, reconciliation and reporting, funds availability, and potentially integration with County back-office systems.

## 1.6 BACKGROUND INFORMATION

### 1.6.1 THE COUNTY OF SAN LUIS OBISPO

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established along with statehood in 1850. The county has over 3,300 square miles of land and a population of over 250,000 people. Employment is principally from tourism, agriculture, education, and local, county, and state government services. The County of San Luis Obispo has 22 departments and employs approximately 2500 people.

County of San Luis Obispo Mission Statement:

The County's elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

Additional information about the County can be accessed via the web at: [www.slocounty.ca.gov](http://www.slocounty.ca.gov).

### 1.6.2 COUNTY INFORMATION TECHNOLOGY ENVIRONMENT

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista, and Windows 7, for its desktop operating systems.

The standard productivity suite is Microsoft Office, with both versions 2003 and 2007 in use. Files are exchanged in version 2003 compatible formats.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.

Most departments use Windows Server 2003 or later, and/or Linux to host their business applications. Microsoft SQL Server 2005 and 2008 are the primary supported enterprise-level databases.

Several hundred virtual servers run on VMware ESX hosts on IBM BladeCenter hardware.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most

workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.

Lotus Domino/Notes is the County standard e-mail and enterprise collaboration tool.

GSA-IT's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday, to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.
2. Custom Applications - Custom developed and supported by the County department and/or GSA-IT.
3. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

## 1.7 TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

**“Acceptance Test”** A test which must be passed before a system, or individual system component, is considered to meet specified requirements.

**“Base System”** means the assembly of E-Payment services and related equipment and software that will perform, without modification, a significant portion of the functional requirements contained in this RFP. The base system may include system interfaces and may include vendor supplied third party software required for the maintenance or operation of the base system.

**“Close of Business”** means 5:00 PM Pacific Standard Time (PST) or Pacific Daylight Time, (PDT) whichever is in effect on the date given.

**“Contract”** or **“Agreement”** means an agreement for the procurement of items of tangible personal property or services. This competitive solicitation shall result in the award of the Master Agreement(s).

**“Contractor”** means successful vendor who enters into a binding contract.

**“County”** means the County of San Luis Obispo.

**“Days”** means calendar days, unless otherwise specified.

**“Desirable”** The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

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**“Determination”** means the written documentation of a decision of a member of the Selection Committee including findings of fact to support a decision. A determination becomes part of the E-Payments Project records to which it pertains.

**“Equipment”** refers to electronic payment processing point of sale equipment or kiosk and/or accessories. All such equipment must be listed in the vendor’s Products and Services Schedule. A kiosk consists of a touch-monitor, a computer, and a printer and/or credit card reader all enclosed in a secure cabinet.

**“Evaluation Committee”** means a body overseen by the County E-Payments project manager, and includes some or all project team members, to perform the evaluation of vendor proposals.

**“Final Acceptance”** The decision that the system is complete and fully functional; that it meets all requirements specified in the contract, including performance, stress and reliability standards; that the vendor has met all contractual obligations; that the customer is prepared to meet all financial commitments to the vendor.

**“Finalist”** is defined as a vendor who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

**“Interface”** means the transmission of data that will allow for efficient and logical interaction with other applicable systems.

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor’s proposal.

**“Master Agreement”** means that placement of orders through the agreement is discretionary with County Using Departments. They may satisfy their requirements through the agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals.

**“Offer”** or **“Proposal”** generally refers to the offer submitted in response to an RFP, whether denominated as a RFP, solicitation, or otherwise.

**“Performance Test”** A test that demonstrates that the system meets the speed, volume, and stress requirements of the system during a specified period of time, often called a stress test.

**“Product”** refers to authorized equipment or software, offered by vendor under the terms and conditions of the Master Agreement.

**“Products and Services Schedule”** refers to a complete list, grouped by major product categories, of the products and services offered by the vendor which consists of an item number, item description and the Using Department’s maximum price for each service or product. Such schedule shall be established and maintained on as Exhibit A of the Master Agreement.

**“Purchasing Department”** refers to the group within the General Services Agency of San Luis Obispo County primarily responsible for implementing the County’s Board of Supervisors approved policies and procedures for purchasing.

**“Reliability Test”** A test conducted after the system has been put into real or mock production mode which demonstrates that the system meets all functional requirements and performs according to standards specified in the contract without downtime or other internally caused disruption for a

specified period of time. Successful completion of the reliability test is a requirement for each module and final acceptance of the system.

**“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Vendor”** means a vendor who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**“Responsive Vendor”** or **“Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

**“Services”** refers to payment processing services, training services, services to customize software, custom application software development services, application modification design and analysis, or other professional services to be performed within the scope of the Master Agreement. Services may include project management, maintenance, installation, technical support, site analysis, configuration analysis, consulting and development resources as needed to implement interfaces such as web pages, Interactive Voice Response scripts, and application integration with County back-office systems.

**“Shall”** The word “shall” is used to define a binding provision.

**“Standard Report”** refers to a predefined report that can be selected by the user from a list of existing reports. No customization is required, and it is part of the base system.

**“System”** The entire countywide Electronic Payment (E-Payment) solutions System which includes the County’s or vendor’s infrastructure, software, and any third party provided infrastructure and software.

**“System Failure Downtime”** That period of time during which the scheduled productive workload cannot be continued on the system due to failure of a vendor provided component.

**“Using Department”** means the department or agency within San Luis Obispo County that plans to implement Electronic Payments under the Master Agreement using products and/or services listed on the Products and Services Schedule.

## 2 LOCAL VENDOR PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference, except for those contracts which the laws of the State of California, or other law, rule, or regulation precludes this local preference.

A "local" vendor is a vendor that:

- A. Conducts business in an office with a physical location within the County of San Luis Obispo;
- B. Holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and

- C. Has conducted business, meeting the requirements of A and B above, in such a manner for not less than six (6) months prior to being able to receive the preference.

A vendor is responsible for providing sufficient and appropriate documentation to verify the "local" vendor preference. Should any questions arise, please contact **Phill Haley, Buyer, at (805) 781-5904**.

All vendors shall include in their proposal a completed and signed Local Preference Questionnaire found in Section 5.3 below.

### 3 GENERAL INSTRUCTIONS

Vendors should read the information contained herein carefully and submit a complete response to all requirements and questions as directed. Any questions concerning the content of the proposal should be sent via email to [epaymentsrfp@co.slo.ca.us](mailto:epaymentsrfp@co.slo.ca.us) with "**E-PAYMENTS PROJECT**" in the subject line of the message.

Vendor's response to this Request for Proposal (RFP) will become part of the contract. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of one-hundred and eighty days (180) following closing date for receipt of proposals.

All costs associated with the development of the Proposal, including vendor presentations or demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract, are at the expense of the vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of vendor's ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request for Proposal (see Section 3.4, Vendor Selection Process). Vendor's proposal should contain only information that directly responds to the RFP.

It is likely that the content of the proposal of the successful vendor will be used in the Master Agreement. Proposers should be aware that proposed methods, procedures, and pricing will likely become contractual obligations, unless otherwise modified and agreed to by the County during subsequent negotiations.

The required written and electronic copies of the proposal must be submitted via U.S. mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required written or electronic copies in response to this RFP by the required due date.

**BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT VENDORS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED IN THE ATTACHED SAMPLE CONTRACT.** The selected vendor will be asked to provide evidence that County insurance requirements have been met. See 'Appendix A – Sample County Contract'.

The vendor shall provide, within five (5) days after the Notice of Award is issued, a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. See Appendix A, Exhibit A, item 15, for details on insurance requirements. Final award is contingent upon successful contract(s) negotiation.

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RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all vendors regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in Section 3.3, 'Vendor Selection Process'. The County may also reject all proposals. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made at or near the time the contract is awarded to the successful vendor. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)]. If any vendor believes that information contained in its response to this RFP should be protected as a "trade secret", or is proprietary/confidential, the vendor should specifically identify the pages of the response that contain such information by properly marking the top of each applicable page and inserting a notice in the front of its response that is substantially similar to the following.

"The data on pages \_\_\_\_\_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the vendor's competitive position. The vendor requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County of San Luis Obispo considers proper under the law."

If an agreement is entered into with the vendor, the County of San Luis Obispo shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law. THE COUNTY WILL NOT HONOR ANY ATTEMPT BY A VENDOR TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR CONFIDENTIAL. If there is any dispute, lawsuit, claim, or demand as to whether such information is exempt from disclosure under the Act, vendor shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.

### 3.1 TENTATIVE SCHEDULE OF EVENTS

The following timetable is provided to assist vendors. A description of these events follows later in this section:

**Table 1 — Tentative Schedule of Events**

Date	Event
April 15, 2010	RFP release date
April 27, 2010	Pre-proposal phone conference (9:00 a.m. Pacific Daylight Time)
May 3, 2010	Deadline to submit written questions
May 11, 2010	Proposals due (3:00 p.m. Pacific Daylight Time)
June 4, 2010	Screening process complete
June 24 - 29, 2010	Vendor meetings (finalists only)*
July 7, 2010	Screening process complete, including reference checks
July 9, 2010	Finalist recommendation approved by project steering committee
July 12, 2010	Notify finalist and schedule negotiation meetings
July 16 – July 29, 2010	Negotiate and finalize contract
Sept 9, 2010	Final approval and award contract

**\*Note:** Vendor meetings are an integral part of the selection process. Vendors who cannot participate in onsite meetings during the dates prescribed by the County may be eliminated at the discretion of the County, and other vendors advanced.

### 3.2 PRE-PROPOSAL PHONE CONFERENCE

An optional pre-proposal phone conference will be held at 9:00 a.m. Pacific on April 27, 2010. Interested parties may participate by calling toll free **1+800-867-2581**. When prompted, dial the 7 digit access code: **4238111#** (*pound sign*). You will hear music until the leader joins the conference call, at which time you will be asked to state your name and be placed in the conference call.

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation in the pre-proposal phone conference is not required, but is strongly encouraged. It is the vendor's responsibility to become familiar with all information necessary to prepare a proposal.

The pre-proposal phone conference may be recorded. The County will document questions and answers from the conference which will be posted on the County's web site within five business days following the pre-proposal phone conference at:

<http://www.slocounty.ca.gov/it/epayments.htm>

### 3.3 WRITTEN QUESTIONS AND ADDENDUM

Potential vendors may submit additional written questions as to the intent or clarity of this RFP until May 3 at 5:00 P.M. PST as indicated in Table 1 – Tentative Schedule of Events. All written questions must be submitted to the County Project Manager (See page 2 of this RFP for the email address) by e-mail with the questions contained in the body of the email or in an attached Microsoft Word document format. The County Project Manager will not respond to questions submitted in any other manner or format.

Additional written requests for clarification of distributed answers and/or addendums must be received by the County Project Manager no later than three (3) days after the answers and/or addendums are posted on: <http://www.slocounty.ca.gov/it/epayments.htm>

Written responses to written questions and any RFP amendments will be listed on an Addendum which will be posted on <http://www.slocounty.ca.gov/it/epayments.htm>. The County reserves the right to post addenda until the RFP closing date and time. It is the responsibility of vendors to occasionally check for additional updates and addenda.

### 3.4 VENDOR SELECTION PROCESS

The County will evaluate proposals using the process and criteria described below. A summary of the evaluation process timeline is shown in *Table 1 — Tentative Schedule of Events*. Proposals that are late, that do not comply with proposal instructions, or those that take exceptions to mandatory requirements may be eliminated without further consideration at the sole discretion of the County.

Proposals from vendors who are on a State or Federal Disbarment list will not be considered.

All other proposals conforming to RFP submittal requirements will be given a thorough and objective review based on the following criteria (not listed in order of importance):

**Table 2 — Vendor Evaluation Criteria**

Item	Description
1.	Overall completeness, clarity of content, responsiveness, quality, attention to detail, and general understanding of RFP requirements. This includes an evaluation of proposal responses as detailed in Section 5, Proposal Submission Contents and Format.
2.	Local Vendor Preference (see Sections 2 and 5.3.)
3.	References from clients that demonstrate completion of successful projects similar to that described in this RFP
4.	Experience with local, state or federal government agencies
5.	Project/program management skills, methodology, and experience with implementation, including information technology skills and capability.
6.	Credentials, résumés, quality, and sufficient numbers of staff and the ability to provide appropriately skilled resources throughout any follow-on implementation projects.
7.	An evaluation of company background – the County may request further information regarding the financial stability of the vendor
8.	A consideration of the value offered in the proposal including overall cost
9.	Assessment of impact to the project based on any vendor stated clarifications, exceptions or deviations in response to this RFP

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Item	Description
10.	Demonstrated ability of the vendor to create and manage Master Agreement and Products and Services Schedule
11.	An evaluation of vendor meetings (finalists only, see 3.5 below)
12.	Any other criteria the County deems to be appropriate

### 3.5 EVALUATION AND VENDOR NOTIFICATION

Once the RFP submission deadline has passed, proposals received shall be opened and considered pursuant to the process described below.

The County, through an impartial process, will thoroughly review and evaluate the responses to this RFP. The evaluations will be based upon, but not necessarily limited to, the criteria summarized in *Table 2 – Vendor Evaluation Criteria*. The evaluation of proposals will be performed by an Evaluation Committee. The County Project Manager may, at his or her option, initiate discussion with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; proposals may be accepted and evaluated without such discussion. The County Project Manager shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews. All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County Project Manager. Vendors should not attempt to contact any other County personnel about this RFP unless authorized by the County Project Manager. Discussions **MUST NOT** be initiated by the vendors. Vendor initiated discussions with Evaluation Committee participants other than the County Project Manager may result in disqualification.

It is expected that the RFP evaluation process will result in the selection of a small number of final candidates (Finalists). At this stage, all vendors will be notified whether they were chosen as a Finalist via a notification letter. Those vendors not selected as a Finalist will receive no further consideration.

Finalists will receive instructions about meetings before the Evaluation Committee and other County personnel for further assessment. The meetings will allow the vendor to present and demonstrate their solutions, including all designated services and any related equipment and software in accordance with instructions provided in the notification letter. There may be other County employees and management not directly involved in the formal evaluation process who attend these meetings. Failure to attend or comply with the meeting schedule, once arranged, may result in disqualification of the Finalist. Submission of a proposal does not guarantee the right of a vendor to become a Finalist.

Following the Finalist meetings, the Treasurer and Evaluation Committee will undergo a final evaluation process which will consider all documents, the interviews and workshop, the responses to this RFP, information gained while evaluating responses, and any other relevant information to make its determination. A recommendation of one or more Finalists will be made to the project steering committee. Upon ratification, the County will notify the Finalists of the outcome.

Throughout the process, all vendors will be notified concurrently in writing regarding their status during each of the evaluation and selection stages. The County is under no obligation to explain why a vendor was or was not selected as a finalist and the County reserves the right to go back and talk with any vendor at any time.

The Evaluation Committee, at its sole discretion, may require a Finalist to coordinate and schedule a timely on-site visit to a site of another entity where the proposed solution(s) is in operation.

### 3.6 NEGOTIATIONS

Upon the conclusion of the evaluation process, the County may, at its sole option, reject any and all proposals for any reason, or enter into contract negotiations with one or more Finalists.

Negotiations shall then be conducted. Price shall be considered, but need not be the sole determining factor. Should the County determine in its sole discretion that one vendor is highly qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that vendor without any further evaluation. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as Appendix A is for reference to the anticipated terms and conditions governing the County and the successful vendor. The County reserves the right, in its sole discretion, to add, delete, or negotiate additional terms and conditions to the attached sample contract.

During contract negotiations the Treasurer, project team and selected vendor, in conjunction with County Counsel, will finalize the statement of work, project plan and timeline, project costs, Terms and Conditions, etc. The Master Agreement contract will be finalized with the most advantageous vendor(s). Upon successful completion of contract negotiations the Master Agreement will be signed by the County representative and the vendor. If compensation, contract requirements, and contract documents cannot be agreed upon with the top-ranked vendor, a written record stating the reasons thereof shall be placed in the County's file and the County will send a confirming notice to the vendor of the termination of such negotiations.

Upon failure to negotiate a contract with the top-ranked vendor, the County may enter into negotiations with the next highest ranked vendor that best provides the services needed. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that vendor. If negotiations fail, negotiations shall be terminated as described above and may be commenced with the next highest ranked vendor.

## 4 EXCEPTIONS TO THE RFP

All information requested in this RFP must be supplied. All exceptions should be clearly identified in the proposal. Exceptions shall include the RFP section number, a written explanation of the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may negotiate rejected exceptions within the proposal, or reject the entire proposal.

## 5 PROPOSAL SUBMISSION CONTENTS AND FORMAT

*RESPONSE NOTE: The County recognizes that different organizations may approach this type of proposal in a variety of ways. Prospective vendors (responders to this RFP) are encouraged to critically comment on and make any recommendations that will improve the quality of deliverables, reduce risks, improve efficiency, and contribute to more effectively attaining the vision of the County.*

Vendors are required to base their responses on the information provided in this RFP and are required to follow the format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals. Specifically:

- Vendors may copy and paste sections of this document to facilitate the creation of their responses.

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- Vendors shall provide clear, concise, and reasonable responses. Vendors must not postpone a response. "Vendor ABC would be happy to discuss this at a later time" is an example of a postponed response.
- Vendors' proposals must be consistent with the structure and terminology used in this RFP. Where provided, vendors must use the files enclosed with the RFP and the prescribed format to submit its proposal. The County of San Luis Obispo will not accept any other format.
- Vendors must provide complete answers in response to all questions and statements where so indicated in the remainder of this Section.
- Vendors must respond to this RFP using the numbering scheme defined in this section for easy reference and evaluation. Numbering shall begin with section 1, indexed by the number corresponding to the item. For example, the executive summary will be numbered 1.1. Where questions are contained in an Appendix, for example 'Appendix D SLO County RFP Requirements Response Form', the answers must be included in the attachment and in the columns provided therein.
- Any responses not providing the number of copies specified and/or in the format specified within this document will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Any responses not received at the time, date, and/or location specified in the RFP cover letter will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Non-submission of any of the requested information, unless stated otherwise, may disqualify Vendor's proposal from further consideration by the County of San Luis Obispo.

## 5.1 EXECUTIVE SUMMARY

Include an Executive Summary in your response. Include the project title, RFP #, and vendor's Company Name. This part of the response should be limited to a brief narrative highlighting the vendor's proposal, one or two pages in length. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company may have over your competitors.

## 5.2 STATEMENT OF COMMITMENT

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

1. A statement that your company will perform the services, provide the equipment, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
2. A statement that you agree to the Terms and Conditions specified in 'Appendix A – Sample County Contract'.
3. A specification of who should be contacted in follow-up to your response along with their contact information.

**5.3 LOCAL VENDOR PREFERENCE QUESTIONNAIRE**

Vendors must complete this Local Vendor Preference Questionnaire and include it in their proposal. For a definition of Local Vendor Preference, see Section 2. 'Local Vendor Preference'.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license:		
Business Name:		
Authorized Individual: _____ Title: _____		
Signature: _____ Dated: _____		

**Figure 3 Local Vendor Preference Questionnaire**

**5.4 COMPANY BACKGROUND**

**5.4.1 EXPERIENCE/INFORMATION**

The vendor shall include in their proposal a statement of relevant experience. The vendor should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing and/or supporting the proposed solution. In addition, vendors are required to provide the following information:

1. Vendors shall provide the company name, business address, including headquarters and all local offices, and telephone numbers. Vendor shall provide the company web address.

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2. Vendors shall provide a California street address, if a local office is available, and telephone number for purposes of Service of Process.
3. Vendors shall provide a description of the vendor's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
4. Vendors shall provide the name of the jurisdiction in which the vendor is organized and the date of such organization.
5. Vendors shall provide a description of the depth of their experience implementing, installing and supporting the proposed solution and an outline of the services they provide as part of this solution with a focus on systems installed for governmental entities in a decentralized organization. This should include a description of any experience with creating and managing a Master Agreement and Products and Services Schedule.
6. Vendors shall provide a discussion of the type and duration of the business relationship with the manufacturer(s) whose products are included in the proposed solution.
7. Vendors shall provide a description of how they are positioned with and viewed by leading industry analysts such as Gartner, Brandon Hall, Bersin and Associates etc.
8. Vendors shall provide a description of any expansion, re-organization, or plans to be acquired expected within the next year or two, if applicable. Please describe how your organization will take measures to provide uninterrupted quality of service to your customers through the transition.
9. Vendors shall indicate any offices or facilities located within the County of San Luis Obispo and the number of certified local equipment technicians or technical personnel that substantially and directly enhances the vendor's ability to perform the proposed contract.
10. Vendors shall provide a description that answers the following:
  - A. How long has the proposed solution been in the marketplace?
  - B. How many organizations are currently using the proposed solution?
  - C. What is the average size of the vendor's customer base (number of users)?
  - D. What is the vendor's average customer retention rate (%)?
  - E. What is the vendor's average customer tenure (years)?
  - F. How often does the vendor release upgrades?
11. Provide a complete disclosure if vendor, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
12. A list of any lawsuits filed against the vendor, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits.

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Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

#### 5.4.2 FINANCIAL STABILITY

Vendor shall submit copies of the most recent independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the vendor, the vendor shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the vendor. The County Project Manager may request and the vendor shall supply any additional financial information requested in a timely manner.

#### 5.4.3 PAST PERFORMANCE (REFERENCES)

The vendor's proposal shall include three external references from different clients who are willing to validate the vendor's past performance on similar projects. The minimum information that shall be provided for each client reference follows:

1. Name of the contact person;
2. Name of the company or governmental entity;
3. Address of the contact person;
4. Telephone number of contact person;
5. Email address of the contact person;
6. A description of the products and services provided and dates the products and services were provided.

At least **ONE** of the references for the proposed system shall be from a site of comparable or larger size where the proposed system has been installed and is in current operation, preferably from a California government entity. Vendors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance.

### 5.5 TECHNICAL SPECIFICATIONS/FUNCTIONAL REQUIREMENTS

*Please note that Excel versions of Appendix D, Appendix E, and Appendix F are provided for vendor use on our website at the following address:*

[http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm)

#### 5.5.1 REQUIREMENTS RESPONSE FORM

The vendor shall include in their proposal a printed copy of the completed Excel spreadsheet titled 'Appendix D SLO County E-Payments Requirements Response Form'. Vendors should thoroughly respond to each requirement.

1. The vendor responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the "Response" column or in a separate spreadsheet that references the requirement number. Vendors are encouraged to include diagrams or pre-published documents as appropriate.

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2. The following answer key shall be used in responding to each requirement:
  - F = Fully Provided "Out-of-the-Box"
  - CU = Custom Development Required (requiring changes to source code)
  - R = Provided with Reporting Tool
  - NV = Provided in the Very Next Version (At no additional cost, if additional costs are required please state in the Response column.)
  - FV = Provided in a Future Version (At no additional cost, if additional costs are required please state in the Response column.)
  - CO = Configuration with Built-in Toolsets Required (no changes to source code)
  - NA = Not Available
  - TP = Third Party Software Required
  
3. Wherever applicable, vendors are to demonstrate their knowledge and adherence to credit/debit card and electronic checking rules in the responses provided on this form.

Vendors shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result disqualification of the vendor's proposal.

#### 5.5.2 TECHNICAL AND SECURITY CHECKLIST

The vendor shall include in their proposal a printed copy of the completed Exhibit spreadsheet titled 'Appendix E Technical and Security Checklist'. Vendors should reference the Security Assessment Checklist Instruction Sheet and thoroughly respond to each requirement in the checklist. Vendors should describe the location, organization, capacity, and features of hosting facility(s).

#### 5.6 IMPLEMENTATION, PROJECT MANAGEMENT, TRAINING, AND ON-GOING SUPPORT

Sub-sections 5.6.1 through 5.6.6 below shall be addressed in detail by vendors in their responses to this RFP. These sections require vendors to explain how they will work with the County on an on-going basis and how vendors will address each of the specific requirements and/or questions outlined in these six sections.

##### 5.6.1 PROJECT IMPLEMENTATION PLAN AND PROJECT MANAGEMENT TEAM

1. Vendor shall include a sample implementation plan the vendor intends to employ for each payment channel type as defined in 'Appendix B E-Payments Glossary', with an explanation of how it will support the project requirements found in 'Appendix D SLO County E-Payments Requirements Response Form'. Vendor shall provide staffing and technology capabilities appropriate to specific project activities to fulfill project objectives. The County will provide project management, subject matter experts, technology support, and end users to participate in project implementation. Vendors must indicate the resources and associated skill levels required from the County.
  
2. The plan shall include the following:
  - a. Task Level -The plan shall include all activities necessary for a successful project down to the task level. No task should exceed more than eighty hours in the work plan.
  
  - b. Identify All Resources - The plan shall clearly identify all vendor (including subcontractors) and Using Department resources required to successfully complete the project. The vendor shall provide job descriptions and the number of personnel to be

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assigned to tasks supporting implementation of the project. Include the organization of the project team, including accountability and lines of authority.

- c. Plan Progress Charts - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. The sample project plan shall be submitted using Microsoft Office 2003 Project.
3. Vendors shall describe services that are available to ensure successful implementation and ongoing utilization of the products and services offered by the vendor: e.g. publicize the system to customers, organizing support infrastructure and processes, consulting on content set-up and management etc.
4. Vendors shall describe how the relationship between the County Treasurer and vendor will be managed from an account and technical support perspective.
5. Vendors shall describe what is required of the County Treasurer/Using Department to ensure the successful implementation of the E-Payment solution.
6. Vendors shall include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
7. Vendors should describe how they can assist with the development of system interfaces between the proposed products and County department systems, based on individual departmental requirements which may include updating back-end system with payment data. Describe options.
8. Vendors shall include a list of proposed project staff and key personnel including the proposed Account Representative, Project Manager, Training Lead, and Technical Lead.
9. Vendors shall provide resumes, experience narratives and at least one reference for key personnel who will be working with the County for the implementation and ongoing support services to be provided by the vendor, if awarded the contract.
10. The experience narratives should include relationship with the vendor, including job title and years of employment with the vendor; role to be played in connection with the proposal; relevant certifications and experience.
11. The references shall include the following information:
  - A. Name of the contact person;
  - B. Name of the company or governmental entity;
  - C. Address of the contact person;
  - D. Telephone number of contact person;
  - E. Email address of the contact person;
  - F. A description of the services provided and dates the services were provided.

**The vendor will be responsible for supplying professional expertise and leadership for the future implementation through a single project manager. The completion of the project must be cooperatively managed by the vendor's Project Manager and the designated County Project Manager(s).**

#### 5.6.2 STATEMENT OF WORK - TRAINING PLAN

1. The vendor's proposal shall include a description for training three different audiences:

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- A. Power users and administrators, general users.
  - B. Technical administrators of the proposed system.
  - C. Technical operations staff and support staff for the proposed system.
2. Vendors must describe the type and quantity of training that will be provided for each audience, depending on the type of implementation chosen by the Using Department. The description must include:
- A. The methods by which training will be provided e.g. online, on-site, webcast, self paced online courses etc;
  - B. A recommended training curriculum;
  - C. How the vendor will work with the County to determine training needs and tailor the curriculum;
  - D. What kind of training will be provided at what stage/phase of the project as well as follow-up training after implementation;
  - E. Ability to provide training at a County location;
  - F. Vendor's descriptions must specify what training is included in the proposal and what is recommended beyond what is included;
  - G. Vendors should describe the training facility requirements for physical layout, communication needs (internet connectivity, etc), projectors, # of computers, etc. that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the vendor.

### 5.6.3 SYSTEM DOCUMENTATION

1. The vendor shall describe and provide a sample of the documentation provided to facilitate system implementation.
2. The vendor shall describe and provide a sample of the System Administrator documentation.
3. The vendor shall describe if user groups exist to collaborate on issues pertaining to the vendor's solution, including how often and where they meet. Explain if the user group is a separate independent organization or funded and organized by the vendor.
4. The vendor shall describe how system documentation is provided (online, hard copy etc) for the initial implementation as well as future updates and releases.

### 5.6.4 ACCEPTANCE TEST PLAN

The vendor's proposal shall include a sample acceptance test plan. Describe the acceptance test planning process for the implementation and operation stated in Section 5.6.1. The plan shall individually address each system component that comprises the proposed solution, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of

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the proposed solution. Include an example test plan that is representative of the structure, content, and level of detail planned for the proposed implementation.

#### 5.6.5 ON-GOING SERVICE AND SUPPORT

1. Describe the support and escalation process, including response times.
2. For major upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
3. Will software upgrades, or other maintenance windows, impose a service disruption on the system? If so, discuss frequency and duration of the service disruptions.
4. Is there a user group? How often do they meet and where are the meetings? Is the user group a separate independent organization or funded and organized by the vendor?
5. Vendor must submit a copy of the vendor's Service and Support Agreement.

#### 5.7 VALUE ADDED SERVICES/ ALTERNATIVES (OPTIONAL)

Vendors are encouraged but not required to propose any optional value added services or alternatives they believe would help the Using Department to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to E-Payment Services, related equipment, software and systems and does not exceed two (2) pages in length.

#### 5.8 ORAL PRESENTATION AND DEMONSTRATIONS

Vendors agree to present their proposed solution if required by the County. In addition, vendors agree to provide the County the opportunity to interview the proposed account representative and staff members identified by the vendor in their proposal. The vendor's proposed account representative is expected to conduct the session. As part of the evaluation, vendors are requested to indicate in their proposal whether they will comply with the County's requirement to present their proposed solutions. Failure to comply with this requirement could result in the vendor not being selected as a Finalist.

There may be one or more informal sessions required in accordance with instructions provided in Presentation/Demonstration Agenda. For the Informal sessions, vendors shall be required to present a designated portion of their solutions, including selected services and related equipment and software to County employees and management not directly involved in the formal evaluation process.

As part of the evaluation of the proposals the County may perform on-site testing on the equipment submitted by certain vendors, at the complete discretion of, and at no cost to, the County. At the sole discretion of the County, only specific vendors may be selected to participate in this phase of the evaluation process. If selected to be a part of this evaluation process, vendors will be required to have one complete system of each type proposed in response to the specifications of this RFP delivered to a location and on a date to be designated by the County. Vendors are requested to indicate in their proposal whether they will comply with the County's requirement to test recommended solutions before Contract award. Failure to comply with this requirement could result in the vendor not being selected as a Finalist.

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Should the vendor be selected to submit units for evaluation purposes, the Equipment provided and installed by vendor for production purposes will be identical to the evaluation units in all respects, unless otherwise agreed to in writing by the County.

During the Informal Evaluation phase the equipment evaluations are expected to last for approximately two (2) weeks. The vendor's proposed solution will be judged during the on-site testing period on a number of factors, including, but not limited to, its overall ease of use as well as its ability to perform basic and more advanced functionality. Upon installation of the evaluation units, it shall be the vendor's responsibility to provide full installation and training support, including network connectivity training. Vendors will be judged in part based on the professionalism and knowledge of their network support staff.

NOTE: Vendors must provide all of the required computer equipment for the demonstration. The County will provide internet access required for the demonstration of their proposed systems. **Vendors must include in their proposals a list of any and all special equipment, communications facilities or other resources required for the demonstration of their proposed systems.**

## 5.9 COST PROPOSAL

Vendors shall complete the all pages of 'Appendix F Proposal Cost Response Form' and submit it with their proposals. The Proposal Cost Response Form has been provided electronically in an Excel spreadsheet file. Responses shall identify all costs including training of County staff as well as all other miscellaneous costs. Useful information regarding County financial transaction history may be found in 'Appendix C – Estimated Annual Transactions by Agency'. Further instructions may be found in that Excel spreadsheet.

The County will evaluate all solutions proposed. If multiple deployment options are available, vendors shall provide a cost response proposal for each solution proposed. If a specific fee or cost related to a service is not offered, that item should be marked N/A to indicate "not available".

The vendor shall submit a Products and Services Schedule, grouped by major product categories, of the products and services offered by that vendor which consists of an item number, item description and the County's maximum price for each product or service. Such schedule shall be established and maintained as an exhibit of the Master Agreement.

*Please note that Excel versions of Appendix D, Appendix E, and Appendix F are provided for vendor use on our website at the following address:*

[http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm)

## 5.10 OTHER SUBMITTALS

### 5.10.1 LICENSE AGREEMENT

The vendor shall submit a representative license agreement for use of the proposed system. The license agreement shall not limit the number of county users, shall include all department and agencies within the County as users.

### 5.10.2 SAN LUIS OBISPO ON-GOING SERVICE AND SUPPORT AGREEMENT

The vendor shall submit a copy of the equipment and software service and support agreement. The vendor shall provide the following information in its proposal:

**Electronic Payment Services, Related Equipment**

1. Describe in detail the warranties provided by you or the manufacturer, both hardware and software for the technology proposed.
2. Provide information on the coverage times, warranty period, covered services and replacement requirements, etc.

**5.10.3 INSURANCE REQUIREMENTS**

Vendors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the RFP. In addition, vendors shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

**5.11 EXCEPTIONS TO THE RFP**

Review the exceptions notes in Section 4 then list and explain any exceptions you have to this RFP.

**5.12 VENDOR MATERIAL AND ADDITIONAL INFORMATION**

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (e.g. white papers, testimonials, other payment channels such as 'Pay Me Later', etc.)

**Appendix A — Sample County Contract**

**CONTRACT**

FOR

**INFORMATION TECHNOLOGY SERVICES**

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES ("Contract") is made and entered into by and between the County of San Luis Obispo ("County" or "Licensee"), a public entity in the State of California, and [VENDOR\_NAME], a [STATE] Corporation ("Vendor" or "Contractor").

WITNESSETH:

**WHEREAS**, County is in need of a wider array of Electronic Payments services, related professional services, and support to meet the needs and requirements of the County; and

**WHEREAS**, Contractor has certain prior experience in providing such services and support, and has qualified staff who are trained, experienced, expert and competent to provide special professional services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service employees; and

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**WHEREAS**, Government Code Section 53649 authorizes the Treasurer of the County's Office of the Treasurer, Tax Collector and Public Administration to enter into any banking contracts and agreements which in the Treasurer's judgment is to the public advantage; and

**WHEREAS** the Board of Supervisors has authorized the Treasurer, in accordance with Government Code Section 53649, to include all credit card agreements as contracts for banking services currently in effect or negotiated in the future, per County Resolution No. 94-95; and

**WHEREAS**, by virtue of Resolution No. 94-95, the Board of Supervisors has delegated to the Treasurer the authority to enter into this agreement; and



**CONTRACTOR:**

[VENDOR NAME]

A [STATE] Corporation

By: \_\_\_\_\_

[Vendor Contact Name]

Date

[Vendor Contact Title]

**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS.

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Electronic Payment Services, Related Equipment

Approved as to form and legal effect.

Warren R. Jensen.  
County Counsel

By: \_\_\_\_\_

\_\_\_\_\_

Deputy County Counsel

Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_

\_\_\_\_\_

Authorized County Representative

Date

**EXHIBIT A – GENERAL CONDITIONS**

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of Contractor re Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.
6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, sell, merge, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
7. **Subcontractors.** Contractor shall not subcontract the services to be provided by it under this Contract, and no subcontracting of the services to be provided under this Contract or any right or interest therein by Contractor shall be effective, without the prior written consent of the County, through the County Treasurer. In the event of any subcontract, Contractor shall remain primarily liable for all of its obligations under the Contract.
8. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

## Electronic Payment Services, Related Equipment

9. **Compliance with All Applicable State and Federal Laws.** Contractor agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the Penal Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all clients' rights provisions are satisfied, and maintaining the confidentiality of all private information of customers of the County, including, without information, financial and personal data and information.
10. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
11. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
12. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
13. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

**INSERT ADDRESSES**

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

14. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
16. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be

## Electronic Payment Services, Related Equipment

authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. Scope and Limits of Required Insurance Policies.

- a. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
  - ii. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
  - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- b. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - ii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- c. Workers' Compensation/Employer's Liability Insurance.
  - i. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - ii. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
  - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- d. Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

## Electronic Payment Services, Related Equipment

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

17. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.
18. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
19. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
20. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the **information requested. County shall make sole decision whether and how to release information according to law.**
21. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
22. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

## Electronic Payment Services, Related Equipment

23. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
24. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
- A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
25. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
26. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

***EXHIBIT B – STATEMENT OF WORK***

Insert the project's statement of work here...

**EXHIBIT C – SPECIAL CONDITIONS**

1. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
  - a. Contractor fails to perform his duties to the satisfaction of the County; or
  - b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
  - c. Contractor fails to provide E-Payment services for a period of 3 consecutive business days for any Using Department, or
  - d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
  - e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
  - f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
  - g. Contractor fails to provide proper notice to County of a breach of the system within 24 hrs of first becoming aware; or
  - h. Contractor fails to follow all procedures required by the credit card industry rules and PCI-DSS Level 1 certification.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

2. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at \_\_\_\_\_ [fill in] calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

## Electronic Payment Services, Related Equipment

3. **Power to Terminate.** Termination of this Contract may be effectuated by the Treasurer without the need for action, approval, or ratification by the Board of Supervisors.
4. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
5. **Additional Contracts without Board Action.** The County Board of Supervisors delegates to the Treasury and, at the discretion of the Treasury, each Using Department, the authority to enter into ancillary agreements related to the use of Electronic Payments services and support, including any necessary professional services offered by the Contractor and required by the Using Department.
6. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.
7. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
8. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
9. **Confidentiality.** Contractor shall abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of County customer information and other confidential information. For purposes of this section, "Confidential Information" including, without limitation, the following: (1) any document the County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen or other third party information within the possession of the County, including any information contained in any database or file of the County and its Departments including, without limitation, the Treasurer, Assessor's and Auditor-Controller's database and files. Contractor shall not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclose Confidential Information to any employee or contractor of Contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any possible misuse or misappropriation of Confidential Information that comes to Contractor's attention, including, without limitation, any breach in Contractor's system. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense.

**EXHIBIT D – CONFIDENTIALITY AGREEMENT**

1. In connection with this agreement, the County will disclose and deliver to contractor certain information about its systems that are used throughout the County. Contractor will have access to the County's business technology, including its hardware, software, and data, and such Confidential Information may be disclosed to Contractor in graphic material and electronic, magnetic or other media. Contractor will also have access to privacy information of customers of the County. All such information furnished by or through the County after the date hereof, whether oral or written, is referred in this Agreement as Confidential Information. Confidential Information does not include, however, information which: (i) is or becomes generally available to the public, other than as a result of a breach by Contractor of its obligations hereunder; (ii) is or becomes available to Contractor on a non-confidential basis prior to its disclosure to Contractor by the County; or (iii) becomes available to Contractor on a non-confidential basis from a source other than the County; or (iv) the County would otherwise be required to produce under a Public Records Act Request.
2. Contractor hereby acknowledges that the Confidential Information is secret, confidential and proprietary to the County and its customers and has been disclosed and obtained by Contractor in confidence and trust for the sole purpose of using the same for performing under the Contract. All Confidential Information furnished to Contractor hereto, unless otherwise specified in writing, shall remain the property of the County. Accordingly, unless otherwise agreed to in writing by the County, Contractor agrees: (i) except as required by law, to keep all Confidential Information confidential and not to disclose or reveal any Confidential Information to any person other than Contractor's Representatives (who are defined to mean Contractor's directors, officers, employees, agents, and representatives) who are actively and directly participating in the performance of the services under the Contract, or who otherwise need to know the Confidential Information for the purpose of the Contract and to cause those persons to observe the terms of the Agreement; (ii) not to use Confidential Information for any purpose other than in connection with the Contract; and (iii) except as required by law, not to disclose to any person (other than those of Contractor's Representatives who are actively and directly participating in the Contract or who otherwise need to know the Confidential Information for the purpose of the Contract). Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will immediately notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention.
3. Contractor shall return to the County all Confidential Information, and all copies thereof in any form, that are in Contractor's possession or under its control, within ten (10) days of termination of the Contract.
4. In the event that Contractor or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information or any other information concerning the County or the Contract, Contractor or such Representative agree that they will provide the County with prompt notice of such request or requirement in order to enable the County to seek an appropriate protective order or other remedy, to consult with Contractor with respect to the County taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event, Contractor shall use its best efforts to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment.
5. Contractor acknowledges that any breach of this agreement will result in irreparable harm to the County which cannot be reasonably or adequately compensated by damages, and therefore, shall be entitled to equitable remedies, including, but not limited to, injunctive relief, to prevent a breach of this Agreement or to secure enforcement thereof, in addition to any other relief or award to which a party may be entitled.

It is further understood and agreed that no failure to delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

## APPENDIX B – E-PAYMENT GLOSSARY

### ABA Number

A nine-digit number encoded at the bottom of a check that identifies a specific bank or other financial institution. The ABA Number is used by the ACH network, to route electronic credits and debits to the customer's financial institution for settlement. The ABA number is also known as Routing Number or Transit/Routing Number. See also Automated Clearing House (ACH).

### ACH Credit

An ACH transaction in which an agency's customer initiates the transfer of funds through their financial institution. The customer provides their financial institution with the amount to be transferred and the agency's depository bank account information. The customer's financial institution then initiates an electronic transaction through the ACH network, which debits the customer's bank account and credits the agency's bank account. See also Automated Clearing House (ACH).

### ACH Debit

An ACH transaction in which an agency's customer provides their bank account information to the agency to which they owe money. The agency then instructs its financial services provider to initiate an electronic transaction through the ACH network, which debits the customer's bank account and credits the agency's account for the amount owed. ACH Debits may be one-time, or recurring. See also Automated Clearing House (ACH) and Recurring Payments.

### ADA and 508 Compliant

The Americans with Disabilities Act (ADA) prohibits job discrimination by employers, with 15 or more employees, against qualified individuals with disabilities. ADA compliance in Internet design ensures that a web site is accessible to people with disabilities such as visual and other physical impairments. Section 508 of the Federal Rehabilitation Act requires federal contractors and subcontractors with Government contracts in excess of \$10,000, to take affirmative action to employ and advance in employment qualified individuals with disabilities.

### Address Verification Service (AVS)

Address Verification Service (AVS) means the process of validating a cardholder's given address against the issuer's records to verify proper identity and deter fraud. This service is provided as part of a credit card authorization of mail order/telephone order transaction (a "card not present", non-internet transaction). Typically, a customer is asked to provide their zip code for address verification.

### ASP (Application Service Provider)

A vendor organization that hosts software applications on its own servers, within its own facilities. Agencies or businesses "rent" the use of the application and access it over the Internet or via a private line connection. The County assumes that an ASP will provide core E-Payment services.

### Automated Clearing House (ACH)

A national electronic payment network that provides for rapid cross-country inter-bank distribution and settlement of ACH Credit and ACH Debit transactions. Transactions received by the ACH Network during the day are accumulated and sorted by destination (using the ABA number), for later batch transmission during predetermined time periods. See also ABA Number, ACH Credit, ACH Debit and Settlement.

## Electronic Payment Services, Related Equipment

## Authorization (Credit Card)

Authorization is the approval of a credit card transaction for a merchant by the card-issuing bank (or credit card association). Authorization ensures that the cardholder has adequate funds available for the transaction. If approved, the issuing bank replies with an authorization code and the amount of the authorization is set aside from the available credit of the cardholder. Authorization does not collect the funds, but rather checks for sufficient funds to settle the order at the time of the authorization. After authorization, the transaction data is "captured" and transmitted via the national banking network for later future settlement. Credit Card transactions may be voided between authorization and capture. See also Capture and Settlement.

## Authorization (ACH)

Authorization in ACH is an agreement by a customer to allow the posting of debit or credit items to their account. Debit transactions must be authorized in writing or similarly authenticated by other means (for example, digital signatures or PIN). See also Automated Clearing House (ACH).

## Authorization Code

See Authorization (Credit Card)

## Back-End or Back-Office Systems

County managed systems or applications that automate and record department or agency business processes. These Back-End systems often maintain County customer accounts or client files, and retain data on goods or services provided by the agency. Amounts due and payments made are often recorded in these systems.

## Batch

A collection of captured payment transactions accumulated by a merchant bank or payment processor, and submitted at one time for settlement (usually at the end of each business day). See also Capture and Settlement.

## Capture

Conversion of authorized credit card payments into electronic payment transactions by POS terminals or real-time online processing software. Captured transactions are subsequently submitted to the merchant bank or payment processor for financial settlement. The agency or merchant does not have access to funds until payments are captured and settled. See also Authorization, Settlement and Point of Sales (POS).

## Card Associations

Card Associations determine the operating rules and standards for all credit/debit card transactions, as well as serving as the middleman for authorization and settlement processes. The two largest and most influential associations are Visa and MasterCard. The card associations are composed of member banks, such as Bank of the West, who actually issue cards under the Visa and MasterCard labels.

## Card Present

"Card Present" E-Payment transactions occur in over-the-counter credit or debit card payments when the customer presents the card to merchant or agency service staff, and the card is "swiped" at a point-of-sales (POS) terminal. Because the card is present and card data is electronically read, the risk of fraud or incorrectly typing in the information is minimized. Therefore, the discount fees for "card present" transactions are generally lower than those for "card not present" payments. If the card cannot be swiped for any reason, it is a "card not present" transaction. See also Card Not Present and Point of Sales (POS).

## Electronic Payment Services, Related Equipment

## Card Not Present

Credit or debit card payments, made either over the phone, by mail or in person, where merchant or agency service staff must key-enter the card information rather than swiping the card. Although authentication measures exist (such as AVS or CVS) for verifying the person using the card, is the actual cardholder, the higher risk of fraud or typing errors generally means that the discount fees for "card not present" transactions are generally higher than those for "card present" payments. See also Card Present and Point of Sales (POS).

## Card Verification Code (CVC, aka CVV2/CVC2/CID)

An authentication mechanism established by credit card companies to reduce online payment fraud in "card not present" transactions. Each credit card company has its own name for the CVC code, but it functions the same for all major card types. (VISA refers to the code as CVV2, MasterCard calls it CVC2, and American Express calls it CID). These three or four digit codes are physically printed on the back of credit cards following the credit card number. A merchant may require that the cardholder provide the code at time of transaction time, to help ascertain that the customer placing the order actually possesses the credit/debit card, and that the card account is legitimate.

## Channel

The route by which merchants or agencies can deliver, and customers can pay for goods or services. E-Payment channels include in-person/over-the-counter, mail/fax/phone, IVR, Internet and kiosks. See also Over the Counter, IVR and Kiosk.

## Chargeback

A dispute procedure that occurs when a cardholder or card issuing bank questions the validity of a previously settled transaction. Reasons can include transaction errors, customer dissatisfaction, unauthorized or fraudulent card use, etc. The issuing bank may send a "retrieval" request for proof of sale to the agency or merchant services vendor, and set a deadline for response. When the dispute is found to be in favor of the cardholder or card issuer (a common outcome), chargeback also refers to the reversal of a charge by which the cardholder is credited for the amount of the disputed transactions and the agency is invoiced for the same amount. Cardholders are supposed to try to obtain satisfaction from the merchant before disputing the bill with the credit card issuer, but once they do, the issuing bank must respond to the dispute within a time period specified by law. See also Retrieval Request.

## Convenience Fee

A convenience fee is a fixed rate or variable rate charge assessed to customers making payments, to help defray the costs (discount rate and transaction fees) associated with providing such services. Visa Card association rules state that convenience fees may not be charged for over-the-counter card transactions, except for the new Tax Payment Program, and may not be charged by a third party for payments made over the internet, again except for the Tax Payment Program. Some County agencies and departments are prohibited by law or Board policy from charging convenience fees, while others may be prohibited from embedding such fees in their service rates and therefore charge convenience fees, while still others choose to absorb E-Payment costs for policy reasons. See also Discount Rate or Fee and Transaction Fee.

## Custom Off The Shelf (COTS)

Turnkey software products designed to be easily installed and to interoperate with existing system components. Examples are office product suites (MS Office), email systems (MS Exchange or Lotus Notes), operating systems (Windows), and database software (Oracle or MS SQL Server).

## Electronic Payment Services, Related Equipment

## Customer

In this E-Payments RFP, a customer is an individual or company paying for County services or goods through electronic payment. If using a credit or debit cards, the customer is also known as the cardholder. County customers are sometimes referred to as clients or constituents.

## Debit Card – Online or PIN Based

Used similarly to a credit card to purchase goods or services as an alternative to using check or cash. But with a debit card, the funds are transferred immediately from the customer's bank account to the merchant's account. A credit card is a way to "pay later;" a debit card is a way to "pay now". Debit cards can be used anywhere merchants display the card's brand name or logo. When a debit card is used, money is immediately transferred from a consumer's bank account to a merchant's bank account subtracted from the related bank account, up to only up to the amount in the bank account. To access an account at a point-of-sales (POS) terminal, a PIN must be entered, giving the system authorization to check an account to see if it contains enough money to cover the transaction. Online debit transactions are authorized and cleared over either regional POS networks, or national POS networks. See also Debit Cards - Offline or Signature-Based.

To merchants, the advantage of debit cards is instant access to funds.

## Debit Cards - Online or PIN-Based

These cards allow for an immediate electronic transfer of money from a consumer's bank account to a merchant's bank account. To access an account at a point-of-sales (POS) terminal, a PIN must be entered, giving the system authorization to check an account to see if it contains enough money to cover the transaction. Online debit transactions are authorized and cleared over either regional POS networks, or national POS networks operated either by Visa or MasterCard. An online debit card bears the logo of the POS network for which it is valid. See also Point of Sales (POS).

## Debit Cards - Offline or Signature-Based

These debit cards carry the same logotype as the major credit cards, and may be processed, authorized, and cleared just like credit cards, using either Visa's or MasterCard's national credit card network. Instead of debiting the cardholder account immediately as with online debit cards, an offline debit card stores the payment data due for later batch processing, giving the customer the advantage of one to several days' "float" (like paper or electronic checks). As with a credit card transaction, the customer signs a receipt instead of using a PIN number to complete such transactions. An offline debit card can also be used as an online debit card, as long as the merchant supports PIN-based debit transactions.

## Discount Rate or Fee

A discount rate or fee is a percentage of transaction, paid by merchants or agencies to their merchant bank or payment processor for processing and settling electronic payment transactions. The percentage is usually low (1-3%), but rates vary based on several factors: the third party processor or merchant policy, the payment type, the risk or fraud level associated with the transaction, and the negotiated agreement between the merchant and the merchant bank or processor.

## Electronic Check (E-Check)

A catchall term used loosely to refer to any attempt to initiate electronic payments through PCs, the Internet, and computer systems. The transaction normally requires entry or capture of the payee bank account and ABA/Routing number to be processed.

Types of electronic checks include:

ACH-based E-Check: A payment that begins as a paper check is converted into, or truncated to, an ACH Debit entry: The paper check is not processed.

## Electronic Payment Services, Related Equipment

Electronic network E-Check: A payment that begins as a paper check is converted into, or truncated to, an electronic network entry, using an ATM or credit card network. The paper check is not processed.

Internet or telephone-initiated payments: A transaction that is initiated over the Internet or via phone, with the payment processed as an electronic debit, usually an ACH Debit. See also ABA Number.

### Encryption

The process of scrambling a message so that a key, held by only authorized recipients is needed to unscramble and read the message. This is an important security and fraud prevention measure for merchants conducting E-commerce. With E-Payments, it's especially important to encrypt financial data to protect customer privacy and confidentially.

### Gateway Processor

An E-Commerce vendor that facilitates the secure electronic interchange of payment data among merchants, customers, and financial networks over the Internet using encryption technology. Gateway processors (also known as "third-party" payment processors) handle the processing, authorization and settlement of E-Payment transactions, usually in exchange for transaction fees or a percentage of sales. These credit card processors charge merchants a discount rate and a transaction fee for these services, and the fees vary from processor to processor. Some merchant banks provide their own electronic payment processing, bypassing the payment processor. See also Encryption.

### Interchange Fee

A fee paid by the Merchant Bank (also know as Acquiring Bank) to the card Issuing Bank. The fee compensates the issuer for the time after it settles with the Acquiring/Merchant bank and before it recoups the settlement value from the cardholder. Interchange fees are regulated by Card Associations, and are a percentage of the total transaction amount. The Discount Fee paid by a merchant or government entity normally covers both the interchange fee plus charges added by the merchant bank or Gateway Processor for their additional credit card services. See also Gateway Processor, Issuing Bank, Merchant Bank, Card Associations, and Discount Rate or Fee.

### Issuing Bank

Also known as the card issuer. A financial establishment (most often a bank) that provides a customer with a credit or debit card. During an E-Payment transaction, the Issuing Bank ensures the payment information given to the merchant is accurate and that the customer's available credit covers the cost of the intended purchase. The Issuing Bank assumes all liability for the customer's credit card account and for making the payment authorization decision.

### IVR (Interactive Voice Response)

A telephony technology system that enables a caller to use a touch-tone phone to enter information (e.g., credit card numbers, dollar amounts, invoice numbers) in order to conduct business transactions, including electronic payments. IVR technology does not require human involvement by the merchant or agency, as the user's interaction with the IVR database is predetermined by what transactions the IVR system is programmed to allow. IVR or pay-by-phone systems eliminate the overhead and costs associated with in-person payments, check processing and mail handling. However, IVR systems require time, effort and expertise to create effective and user-friendly scripts.

## Electronic Payment Services, Related Equipment

## Kiosk

A kiosk consists of a touch-monitor, a computer, and perhaps a printer and/or credit card reader—all enclosed in a secure cabinet. Declining costs of microprocessors, printers, and other computer-related kiosk components have resulted in dramatically reduced kiosk costs and consequent greater use in government. Many organizations are providing kiosks as an adjunct to web-based electronic payments to provide these services to citizens without Internet access in their homes.

## Mail Order/Telephone Order (MOTO)

Credit Card transactions initiated via mail, e-mail, or telephone. Also known as “Card-Not-Present” transactions. These may be hand-entered by staff on POS equipment and submitted to credit card networks or processed through Internet-based E-Payment systems. MOTO rates are generally higher than swipe (or “Card Present”) rates over-the-counter to account for the increased chance of fraud or non-payments. See also Card Present, Card Not Present and Point of Sales (POS).

## Merchant

In this E-Payments RFP, the Merchant is a business or government entity that sells goods or services via electronic forms of payment.

## Merchant Services Provider

The Merchant Services Provider is responsible for all communications and relationships between the Merchant, Card Associations, processors and Merchant Banks. Organizations that can provide these services include: Merchant Banks, Member Service Providers, Independent Sales Organizations, and Processors. Merchant Services Providers can be thought of as extended sales forces for the Merchant Banks.

## Micro-Payments

Very small charges (such as library fines) processed through E-Payment systems. Due to per transaction charges, most merchants prefer to limit card payments to purchases of \$10.00 or more. But some vendors now offer alternatives to credit cards with digital cash systems that allow small sums to be cost-effectively processed. PayPal, for instance, has lowered transaction fees for purchases under \$10, to entice such business. Other systems aggregate multiple small payments. However, practical Micro-Payment options are still not widely available.

## Over the Counter (OTC)

Electronic credit or debit card payments made in person by the customer at the merchant or agency “counter” or office (i.e., at the point of sale), usually facilitated by a customer service representative. The customer may submit card information electronically using a swipe terminal, PIN-pads, or credit card imprinter (a “card-present” transaction), or the customer or service representative may hand-enter the card data. If hand-entered, the payment is processed as a “card-not-present” transaction, and normally incurs higher discount rates. OTC payments are authorized and processed either through the credit card network (both “card-present” and “card-not-present”), or via Internet-based E-Payment systems (“card-not-present” only). See also Card Present, Card Not Present and Discount Rate or Fee.

## Payment Card Industry (PCI) Data Security Standard

Resulting from collaboration between Visa and MasterCard, these common E-Payment industry security protocols and requirements were developed to safeguard cardholder data. The PCI Data Security Standard consists of 12 main requirements and other sub-requirements that must be followed by merchants and service providers that store, process, or transmit credit card information. Standards are specified for all system components, including networks, servers and applications.

## Electronic Payment Services, Related Equipment

**Payment Channel**

Points of access to the E-payments system, such as via the Web, IVR, Kiosk, etc. See also Channel.

**Payment Processor**

See Gateway Processor.

**Personal Identification Number (PIN)**

A numeric access code that can be entered by customers via keypad to authorize and authenticate ATM (automatic teller machine) or OTC debit card transactions.

**Payment Type**

The different payment means allowed, such as Credit Card, Debit Cards, ACH, Electronic Checks, etc.

**Point of Sales (POS)**

A type of computer system used to collect, store and maintain over-the-counter payment data. POS systems include both software and terminal/cash register hardware that provides data entry to inventory control or customer account databases. POS terminals are often integrated with or enabled for credit and debit card payments. See also Over-the-Counter.

**Recurring Payments**

An arrangement in which a customer agrees to allow a merchant or agency to bill against a specific account at predetermined time intervals for a predetermined amount using a credit card, debit card or ACH Debit transaction. See also ACH Debit.

**Refund**

A credit card reversal of an E-Payment transaction that is returned to the customer by a merchant. After a transaction has been authorized or settled, the merchant must process a credit card Refund. (An authorized transaction that had been canceled but that hadn't been settled is a "void"). The refund goes through the same electronic payment system as does the payment, happens after a transaction has been settled, and often incurs an additional transaction fee. See also Authorization and Settlement.

**Retrieval Request**

Occurs when a card issuer or merchant services provider requests from the merchant some documentation of a credit card transaction (i.e., copy of sales receipt or charge slip). The request can be due to cardholder inquiry, or may be needed for investigating a credit or fraud problem, or a customer dispute (possibly leading to a chargeback). See also Chargeback.

**SAP**

An integrated enterprise resource planning (ERP) software that addresses core business software requirements of midsize and large organizations. The County uses SAP Financials as its enterprise accounting and financial system.

## Electronic Payment Services, Related Equipment

**Service Level Agreement (SLA)**

A contract between the service provider and purchaser that specifies the level of service that is expected during the contract term. SLAs are used by vendors and customers, as well as internally by IT shops and their end users. They can specify expected system availability and maintenance downtimes, user support options and availability, and minimum response times for problem resolution (network down, machine failure, etc.).

**Settlement**

Settlement is when the credit card issuing bank or credit card association transfers funds to the merchant (in this case County) bank after the transaction has been authorized and captured. The funds deposited can include discount rate and transaction fees (gross deposit), or exclude them (net deposit). It can take from one to several days for funds to become available, depending on card type and service provider policies. See also Authorization and Capture.

**Shopping Cart**

Web-based E-Payment ordering systems that enable customers to purchase multiple items in a single transaction on a merchant or agency web site. Users search for products, then add them to their "shopping cart", which is represented as a web page or online "basket" displaying the quantity and price of the items selected. The shopping card page may also calculate shipping charges and taxes, as well at the final total. The customer finalizes the order by supplying payment and delivery data and submitting the transaction.

**Transaction Code**

A code associated with and uniquely identifying an electronic financial transaction, whether successful or not.

**Void**

A void is a payment charge type that cancels a previous credit card transaction prior to settlement. The transaction will not appear on the buyer's credit card bill. Once the payment has been settled, any cancellations must be processed as a refund instead of a Void. See also Settlement and Refund.

APPENDIX C – ESTIMATED ANNUAL TRANSACTIONS BY AGENCY

Estimated Annual Transactions by Agency, FY 2008/2009 (July 1 - June 30)																
Agency Name:	Credit Card Transactions					eCheck Transactions					Cash/Check/Money Order					Total Billings
	Quantity (#)	Value (\$)	Typical per Transaction (\$)	Minimum (\$)	Maximum (\$)	Quantity (#)	Value (\$)	Typical per Transaction (\$)	Minimum (\$)	Maximum (\$)	Quantity (#)	Value (\$)	Typical per Transaction (\$)	Minimum (\$)	Maximum (\$)	Value (\$)
AC: Likely to remain cash/check	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	64	\$ 1,841,350	\$ 25,000	\$ 9.00	\$ 133,725	\$ 1,841,350
AC: Potential Credit/Debit and ACH	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	189	\$ 101,774	\$ 400	\$ 0.47	\$ 15,426	\$ 101,774
AgCommissioner: Device Billing	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1,008	\$ 132,500	\$ 125	\$ 12.00	\$ 1,440	\$ 132,500
Assessor*	41	\$ 5,789	\$ 141	\$ 5	\$ 2,500	NA	NA	NA	NA	NA	360	\$ 44,211	\$ 5	\$ 4.50	\$ 2,500	\$ 50,000
Clerk Recorder*	650	10,000	\$12-18	UNK	UNK	NA	NA	NA	NA	NA	29,000	\$ 400,000	\$12-19	NA	NA	\$ 410,000
GSA: Airport*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	17,391	\$ 2,724,437	\$ 157	\$ 8.00	\$ 550	\$ 2,724,437
GSA: Parks Excluding Golf*	21,500	\$ 1,822,181	UNK	\$ 3	\$ 1,000	NA	NA	NA	NA	NA	UNK	\$ 1,585,836	UNK	\$ 3.00	NA	\$ 3,408,017
GSA: Parks Golf*	UNK	\$ 2,815,456	\$37-51	\$ 2	\$ 1,500	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$ 2,815,456
Health, D&AS: Over-the Counter	3,255	\$ 480,625	\$ 149	\$ 1.00	\$ 2,036	NA	NA	NA	NA	NA	10,434	\$ 1,251,391	\$ 120	\$ 0.10	\$ 2,036	\$ 1,747,358
Health, D&AS: Web Payments	91	\$ 15,343	\$ 169	\$ 3.00	\$ 966	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$ 15,343
Health: Public Health	2,250	\$ 105,000	\$ 47	\$ 5.00	\$ 500	NA	NA	NA	NA	NA	7,000	\$ 4,540,000	\$ 649	\$ 1.40	\$ 1,113	\$ 4,645,000
Library: Fines and Fees*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	UNK	\$ 192,042	\$8 to 20	\$ 0.10	\$ 250	\$ 192,042
Planning *	30	\$ 5,185	\$ 173	\$ 96.00	\$ 384	NA	NA	NA	NA	NA	4,051	\$ 7,007,957	\$ 1,100	\$ 20.00	\$ 147,976	\$ 7,013,142
Probation	6,225	\$ 673,617	\$ 209	\$ 17.00	\$ 1,200	NA	NA	NA	NA	NA	37,350	\$ 3,041,266	\$ 81	\$ 10.23	\$ 658	\$ 3,714,883
Public Works: Fees*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1,400	\$ 1,152,548	\$ 220	\$ 16.00	\$ 10,000	\$ 1,152,548
TTC: Property Tax - Web*	2,804	\$ 4,109,071	NA	\$ 3.50	\$ 26,373	3603	\$ 7,170,075	NA	\$ 25.14	\$ 38,452	NA	NA	NA	NA	NA	\$ 11,279,145
TTC: Property Taxes - OTC*	214	\$ 859,561	NA	\$ 24.00	\$ 39,952	NA	NA	NA	NA	NA	UNK	\$ 465,603,707	UNK	UNK	UNK	\$ 466,463,268
<b>Total</b>																<b>\$ 507,706,265</b>
<b>Insert Comments Below, Referencing the Item(s) Above</b>																
*Assessor	These numbers are estimates.															
*Clerk Recorder	The cash/check/money order transactions data are estimates.															
*GSA:Airport	Airport commissions could be divided into monthly payments. Therefore the maximum payment amount would be closer to \$1415. Note also 86% of the transactions would be on average \$34 for Parking.															
*GSA: Parks	Please note that Parks credit card revenue is seasonal, and fluctuates high in summer months with lower volume in cooler months. The amount in Cash/Check will likely not change to another payment form for about \$50-60K of the total revenue excluding Golf,															
*Library	Cash/Check transaction data for typical, minimum and maximum are estimates. Value and Total billings are actual amount for FY 08/09															
*Planning	70% of all Permit fees of all types are below \$1100															
*Public Works	There are 3 main revenue categories this department will consider for electronic payments initially: Road Fees, Permit Fees and Recycling Fees. The average total revenue over the last 3 years is listed here															
*TTC	Typical or average charge is a wide ranging number.															
<b>Definitions</b>	UNK	Unknown														
	NA	Not Applicable														
	GSA	General Services Agency														

## APPENDIX D: Instructions for Completing the Requirements Response Form

Vendors: it is assumed that all sited capabilities are provided at no additional cost, unless disclosed.

If additional cost exists, state "Additional Cost" in the "**Response**" column and disclose the amount on Appendix G.

**Do not** disclose cost on this form.

### Requirement Definition

**E** = Essential feature, required to perform our work

**HD** = Highly Desirable, but not necessary to include

**O** = Optional

**Response Codes:** Place the appropriate letter designation in the "**Availability**" column according to the following codes and their description:

**F** = Fully Provided "Out-of-the-Box"

**CU** = Custom Development Required (requiring changes to source code)

**R** = Provided with Reporting Tool

**NV** = Provided in the Very Next Version (At no additional cost, if additional costs are required please state in the Response column.)

**FV** = Provided in a Future Version (At no additional cost, if additional costs are required please state in the Response column.)

**CO** = Configuration with Built-in Toolsets Required (no changes to source code)

**NA** = Not Available

**TP** = Third Party Software Required

### Notes:

If a response of FV or CU is given, provide the estimated delivery of availability in the column marked "**Estimated Delivery Date (for FV/CU Availability)**."

If third party software is needed to fulfill a function, indicate the software name, vendor, version number and options in the "**Third Party Products**" column.

Vendors are encouraged to thoroughly respond to each function using the "**Response**" column. Include diagrams or pre-published documents as appropriate.

Wherever possible, vendors are to demonstrate their knowledge and adherence to credit/debit card and ACH checking rules.

## Electronic Payment Services, Related Equipment

## APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
<b>System General</b>						
1.1	County department must be able to choose what payment types they want to implement (e.g. credit card, debit card with/without PIN, E-check).	Setup	E			
1.2	County departments must be able to choose what payment channels they want to implement (e.g. OTC, WEB, IVR) as the County may choose different vendors for different channels.	Setup	E			
1.3	Vendor must make available to the County all completed transaction information for a minimum of 6 years from the transaction date. The same retention period applies upon termination of the contract with the County. Describe.	Retention	E			
<b>Payments</b>						
2.1	Vendor system economically supports small dollar value transactions (e.g. charitable donations, fees and fines, library fines etc.). Describe and provide examples.	micro - payments	O			
2.2	Vendor system can allow county customers to make recurring payments via the Internet/ Web. Describe and provide examples.	Recurring	HD			
2.3	Vendor is responsible to establish and maintain the required relationships among all financial institutions (e.g. bank, credit card company, cardholder issuing bank) and with County Treasurer requirements for the fund depository account.	Banking	E			
2.4	Vendor system can support County's multi-tiered department hierarchy (to facilitate reporting, reconciliation, etc.)	Organizational	E			
2.5	Vendor system must be able to accommodate changes resulting from a change in County's existing operational bank.	Banking	E			
2.6	Vendor be able to accommodate changes resulting from a change in County's business practices.	Organizational	HD			
2.7	For In-person/Over-The-Counter payments, County requires the option to have equipment that will scan the check directly into the vendor's system without any manual data entry.	In-Person/OTC	HD			
2.8	For In-person/Over-The-Counter payments, County requires the option to have equipment that will scan the debit card/credit card directly into the vendor's system without any manual data entry.	In-Person/OTC	E			
2.9	System can validate ABA number against the national network. Or describe a better alternative.	ACH	E			

## Electronic Payment Services, Related Equipment

## APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
2.10	If County customer makes an Internet payment (credit card, debit card or E-check), the vendor system can generate a payment confirmation notice to be sent to the customer electronically. Describe what real-time and delayed confirmations are available	Internet	E			
2.11	System can support payment kiosks. Describe capability, any specific requirements, and suggestions for alternate solutions if needed.	In-Person/Kiosk	HD			
2.12	On a real time basis, for In-person/Over-The-Counter payments, vendor system must return a message (e.g. Accept, Decline or Call Card Company etc) within an industry-acceptable timeframe upon submitting an Internet debit / credit card payment transaction for authorization. State the Response Time Service Level Objective. Describe the standard responses and timeframe.	Authorization	E			
2.13	Vendor system will assign an unique transaction code for each successful and unsuccessful transaction. Such ID will be stored and remain with that payment transaction throughout the payment cycle, including authorization, batch processing, final settlement, adjustment, and reporting.	Authorization	E			
2.14	Vendor system will accept (and save) County user-defined field(s) or data element(s) in the payment transaction file to be sent to ASP. This data element will remain with such payment transaction throughout the whole payment cycle in order to facilitate reconciliation and updates (one-way data integration). Describe.	Authorization	E			
2.15	Vendor system must allow adjustments (edits) and voids (reversals/cancellations) after a transaction is authorized but before submitted for settlement. Describe for each payment channel available (e.g., OTC, web, MOTO, IVR, other).	Authorization	E			
2.16	For each unsuccessful Internet/Web transaction, system will assign an appropriate error code as part of the response sent back to the customer (e.g. invalid card no, invalid bank account no., exceeding credit limit etc). Describe	Authorization	E			
2.17	Vendor will provide a standard set of error codes to the County. Describe and provide examples.	Authorization	HD			
2.18	Error reports are available electronically on a daily basis. Describe	Authorization	E			

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
2.19	Error reports are available online, in real time. Describe	Authorization	O			
2.20	System has the functionality to detect and reject duplicate Internet payments within a pre-determined transaction time span. Describe	Authorization	E			
2.21	Vendor will provide eChecks and/or account transfers at no cost to customer or County.	Convenience Fees	HD			
2.22	One contract per Vendor with County Treasurer which will allow individual departments the flexibility to charge a convenience fee or not.	Convenience Fees	E			
2.23	System must separate convenience fees from payment amount and maintain transaction details in all "detailed" reports.	Convenience Fees	E			
2.24	System has the capability to process the payment for goods/services separately from the convenience fee for all payment channels. See the Visa Tax Payment Program Guide.	Convenience Fees	E			
2.25	The vendor agrees to allow the County Auditor to audit the calculation of convenience fee(s).	Convenience Fees	HD			
2.26	System will allow for refunds, including partial refunds, after settlement.	Refunds	HD			
2.27	Visa debit card transactions have an incentive transaction fee of \$3.95 or less for tax payments	Convenience Fees	E			
<b>Payment Processing</b>						
3.1	For OTC payments, system allows the option of auto close at pre-determined cut-off schedule or manual close determined by County department. Describe	Batch	HD			
3.2	For OTC payments, system supports a timely confirmation process at the time of batch submission. (e.g. submission successful or failed ). Please state your service objectives.	Batch	E			
3.3	Vendor system will generate a unique batch ID number after a batch is successfully submitted for settlement. This batch ID will stay with such batch throughout the payment cycle. Describe	Batch	E			
3.4	Vendor system supports balancing and reconciling all transactions within a batch on a daily basis, successful or otherwise. Describe your process.	Batch	E			

APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
3.5	Vendor is responsible to clear any suspended (failed) transactions within industry accepted time frame. This would apply only to transactions batched at the end of the day. County shall receive a notification on the status of any suspended transaction. Describe your process and timeframe.	Batch	E			
3.6	Settlement amount for each transaction must be listed separately in all "detailed" reports (i.e. by individual transaction details), not shown as one lump sum (e.g. daily net total).	Reporting	E			
3.7	If a department fails to send their daily batch of transactions within an industry acceptable timeframe, the machine will automatically close out that device and send a batch transmission.	Reporting	HD			
<b>Funding</b>						
4.1	Vendor system must allow deposits identified by merchant ID or other department identifier to go to multiple bank accounts with County's operational bank ( e.g. County can designate the bank account and sub-account (such as location) to transfer the funds)	Banking	E			
4.2	Vendor system should allow deposits going to multiple bank accounts with County's operational bank, (e.g. by County Department/ Payment type/ Payment Channel )	Banking	HD			
4.3	The County requires a system that allows fast and efficient reconciliation between the bank statement of E-Payment deposits and the original payment transactions/batch. Describe.	Reconciliation	E			
4.4	The County desires a solution where the vendor pre-funds all payment types (where all payments are deposited in County's bank account the next business day after settlement or within an agreed upon timeframe.)	Banking	O			
4.5	The County requires a complete audit trail from beginning of the transaction to the point where the funds are transferred to the County Treasury.	Audit	E			
<b>Chargeback</b>						
5.1	Vendor is the main County contact for all disputes/chargeback requests.		E			
5.2	With a chargeback, if a convenience fee was charged to customer and collected by the vendor in the original transaction, vendor is responsible to refund the convenience fee to the customer.		E			

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
5.3	Vendor will absorb all fees related to a chargeback transaction.		HD			
5.4	Vendor cannot, under any circumstances, debit the County's designated depository bank account. Describe vendor's notification process and time frame for a chargeback request sent to the County for approval and processing the refund.		E			
5.5	Chargebacks and other debit adjustments cannot be netted against daily proceeds. County will pay for such adjustments in response to invoice only.		HD			
5.6	Chargebacks should be listed separately in all reports and identified by referencing the original transaction ID #.		E			
5.7	If the County does not respond within the acceptable timeframe to a retrieval request, vendor will contact the County via the pre-defined escalation contact and not assume the County accepts the chargeback. The vendor must receive an active response to a retrieval request and may not consider the chargeback closed.		E			
<b>Reports &amp; Reconciliation</b>						
6.1	Vendor system supports customized reporting upon request from designated County personnel. Describe your turn-around time requirement.		HD			
6.2	Vendor system must have online reporting capability so departments can generate reports on an "as needed" basis. Describe the format(s) in which the report file can be downloaded. (e.g. Excel, PDF, comma tab delimited etc.)		E			
6.3	If on-line custom report is available, vendor will provide a glossary of available data elements which can be used in on-line reporting.		HD			
6.4	Describe the process and any equipment or software required for submitting and obtaining on-line custom reports.		HD			
6.5	Describe the timeliness and retention of payment data available for on-line reporting. See also 6.2		E			
6.6	Describe what standard routine reports are available and provide examples. Describe how they are delivered or become available. Describe the timelines of availability for the reports. Do they include the following reports? (see 6.7 to 6.13)		E			

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
6.7	Daily transaction detail activity report and matching data file in County established format, by merchant ID, by card type, includes County client account number and/or name, and authorization number.		E			
6.8	Daily transaction detail activity report, by merchant ID, by card type, includes County client account number and/or name, and authorization number without name (requires name to be suppressed)		HD			
6.9	Daily deposit settlement report, in summary and with transaction details, by Department ID, by card type		HD			
6.10	Daily chargeback/adjustment report, with transaction details, by department ID, by card type		HD			
6.11	Monthly transaction report, in summary and with transaction details, by merchant ID, by card type, by department		HD			
6.12	Monthly chargeback/adjustment report, in summary and with transaction details, by department ID, by card type, by department, with client ID and/or name		E			
6.13	Monthly, quarterly, and yearly report summarizing volume by card type, average transaction amount by card type, and overall average transaction amount		HD			
6.14	Detailed reporting to include, but not limited to: -Service Description -Transaction authorization/confirmation code -Customer Name -Principal Cost -Convenience Fee -Truncated account data -Transaction date -Account related fund/org for specific purchase -Settlement date		HD			
<b>Service Fees</b>						
7.1	Where applicable vendor must invoice the County on a periodic basis for all transaction fees, service charges and other charges, by merchant ID, with detailed report as attachment. County will pay for all service fees in response to invoice only.	Fees	E			
7.2	Vendor may not debit the fees directly from a County designated bank account.	Banking	O			
<b>Support</b>						
8.1	Vendor must provide point(s) of contact and escalation procedures for problems and issues. Please state your service levels.		E			
8.2	Vendor will designate a single point of contact to handle chargeback requests and disputes.		HD			

APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
8.3	Vendor will provide software fixes, application enhancements, product documentation, user training, warranties, and consultation.		O			
8.4	Vendor will allow County to conduct a site visit as part of the evaluation process.	ASP/Hosting	O			
8.5	Describe the administrative accounts and account management mechanisms that will be provided to County staff, including the County Treasurer, Auditor-Controller and GSA-Information Technology Departments, as well as individual departments using the vendor's services. Describe how these accounts will be administered and how problem calls and other requests for services will be managed and responded to.	Administration	E			
8.6	For recurring online payments (such as a recurring E-check transfer), registered users should be able to check status of bills, payments, summaries of payments, any past dues, fees, etc online. Describe how accounts and user authentication would work with County customers?	User Accounts	HD			
<b>Security</b>						
9.1	Vendor will comply with County's current information security & privacy policies, and will be willing to comply with County's future information security & privacy policies.		E			
9.2	Vendor will comply with all applicable legal & regulatory requirements ( e.g. storage period of financial information), including the provisions of SB1386 (enacted in California Civil Code Sections 1798.29 and 1798.82). Describe.		E			
9.3	Vendor will comply with security requirements as defined by payment organizations. (e.g. PCI--DSS at Level 1, NACHA). Describe, including how the County will be affected by this, steps that may be required to comply, and how vendor will assist the County with PCI compliance. Attach any certifications currently in place.		E			
9.4	Vendor shall not use customer payment or identity information for any purpose other than processing of the payment. Vendor is specifically prohibited from selling or otherwise transmitting such information to third parties for preparing mailing lists or any other use.		E			

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
9.5	Describe compliance with County's ASP security requirements by completing the 'Appendix E Technical and Security Checklist'	ASP/Hosting	E			
9.6	Vendor will, at County's request, register County with MasterCard's Convenience Fee Program and Visa's Tax Payment Program		E			
9.7	Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder.		E			
<b>Web Access</b>						
10.1	The web application must be browser-independent. Browsers supported must include Internet Explorer v6 or later. Describe the browsers and versions specifically supported.	Internet	E			
10.2	Vendor will provide a standard set of error codes back to the user and displayed on the browser as part of the payment transaction response	ASP/Hosting	E			
10.3	An authorization code is needed and available for each successful transaction.	ASP/Hosting	E			
10.4	Besides the error codes, a modifiable error message is returned.	ASP/Hosting	HD			
<b>Describe various options for ASP hosted web e-Payment services according to the options outlined below:</b>						
10.5	<u>Option 1</u> : Freeform Payment - User links from County web site to ASP web site to make payments. Data transfer to the County will include a vendor-generated transaction ID for reconciliation purposes. No account verification will be done at the vendor site. See the Illustrations Worksheet in this workbook for a graphical representation of this option.	ASP/Hosting	E			
10.6	<u>Option 1A</u> : Freeform Payment with Data- User links from County web site to ASP web site to make payments. Data transfer to the County will include a vendor-generated transaction ID for reconciliation purposes. Account verification will be done at the vendor site with data sent electronically in excel spreadsheet. See the Illustrations Worksheet in this workbook for a graphical representation of this option.	ASP/Hosting	E			

APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
10.7	<u>Option 2:</u> Bill presentment/ account verification is first done on County web site, and then user links to ASP to make payment(s). Describe. Note that all necessary data communications should be through the use of secured HTTP. See the Illustrations Worksheet in this workbook for a graphical representation of this option.	ASP/Hosting	E			
10.8	<u>Option 3:</u> Bill presentment / account verification is first done on the County web site, and then the County site uses Web Services or SOA style secure interaction to make payment(s) in real time. Describe. Note that all necessary data communications should be through the use of secured Web Services. See the Illustrations Worksheet in this workbook for a graphical representation of this option.	ASP/Hosting	E			
10.9	For instances where a user account profile is required for the various scenarios (i.e., Multiple payments possibly across multiple departments/services), one account profile should be used for all payment transactions across the enterprise. For example, a customer with transactions involving both the Department of Environmental Health and the Weights and Measures Department. The customer would only need one account profile to make payments to both departments and not a separate user account profile for each department's transactions. Describe how the user account would function and be managed.	ASP/Hosting	O			
<b>Payment Channel Specific Requirements: Payments</b>						
11.1	Support for OTC debit card with PIN. Describe the software & hardware required.	Debit Cards	E			
11.2	For OTC transactions, vendor's hardware & software supports electronic signature and transaction information capture, exclusive of credit card information. If Yes, describe your capability.	Credit/Debit Cards	HD			
11.3	Support for International Credit Cards. List the International Credit Cards supported.	Credit Cards	HD			
<b>Payment Channel Specific Requirements: System</b>						
11.4	Does system support payments via IVR. Describe, including software and hardware required	IVR	O			
11.5	If system supports IVR payments, describe vendor support available for implementation, including customizing IVR scripts, and connecting to County back office systems.	IVR	O			

APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
11.6	For IVR, vendor's system can be customized to meet County needs for County branding, such that the vendor is transparent to the end-user	IVR	HD			
11.7	For Internet/Web, the web site can be tailored to conform to the look and feel of the County's existing web pages, fully customizable by each department, and appear seamless to the public. User interface must be simple and facilitate ease of use.	Internet	HD			
11.8	The system can support "Shopping Cart" function. Describe features.	Internet	HD			
11.9	If the County is required to run a server, the vendor must support it being run in a VMware ESX Server 4 virtual environment. Please describe.	Hosting	HD			

**Please provide a detailed narration, analysis or diagram for each of the item described below:**

Reference Number	DESCRIPTION	SUB-CATEGORY	Response			
<b>Payments</b>						
Q1.1	For each payment type, including electronic checks, credit and debit cards, illustrate and/or describe the process from payment capture to bank payment. Include a description of any differences between the various payment channels (OTC, IVR, and Web)	All				
Q1.2	After funds transfer, describe how vendor system allows County to issue partial or full credit in the case of an error in payment amount, duplicate payments, or return, etc.	Refund				
Q1.3	For each payment type and payment channel, describe how your solution will assist the County to achieve the best pricing (i.e. routing transaction to lowest price processing network).	All				
Q1.4	For In-person/OTC transactions, describe system capability to perform real-time check validation.	ACH				
Q1.5	For In-person/OTC transactions, describe any additional type of hardware and/or appropriate applications required to support conversion of checks into electronic form and processing as E-check payment.	ACH				

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
Q1.6	Describe if the system can handle typical Cashiering functions, for possible integration into existing or future County cashiering system(s). For example, acceptance of all payment types (cash/paper checks/check 21/etc.), issue customer receipts, creation of bank deposit report, recording of payment information in the General Ledger and Sales Analysis, etc.)	Cashiering				
Q1.7	Clearly define the timeline for: 1. Settlement completion and reporting. 2. Deposit into County bank and reporting. Note: Include any variances for weekends and holidays	Timing				
Q1.8	For payment settlement/ fund transfer, describe any system capability that was not mentioned above.					
<b>Payment Processing</b>						
Q2.1	For each payment channel and type combination in Appendix F, describe the authorization or validation processes that will give County the best discount rates.					
Q2.2	For each payment channel and type combination in Appendix F, describe the policies and procedures that will best protect the County from fraud, disputes and errors (e.g., AVS, CVV2, CVC)					
Q2.3	Please state your cut-off times for each payment type, e.g., for each payment channel and type combination in Appendix F, what is the latest cut-off time by which County needs to submit its daily transaction batches in order to be included for processing within the same business day? Describe.	Batch				
Q2.4	For each payment channel and type combination in Appendix F describe any limitations on the number of batches that can be transmitted in one business day, and the number of transactions included in one batch.	Batch				
Q2.5	How are Saturday, Sunday and holiday transactions processed and reported? Describe	Batch				

### APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
Q2.6	As applicable to each payment channel and type combination in Appendix F, describe the process to work with the County and the timeframe for handling any rejected payments occurring during the settlement process (e.g. due to insufficient funds; invalid bank account no). Is payment resubmission manual or automatic? Describe	Rejected Payments				
Q2.7	In the case of a bad check, whose responsibility is it to collect defaulted payment?	Collection				
Q2.8	For payment processing, describe any system capability that was not mentioned above.					
Q2.9	For each payment channel and type combination in Appendix F, if County collects customer financial information (e.g. name, credit card no etc), can County destroy this information after it is entered in the system? Describe any exceptions.					
Q2.10	For each payment channel and type combination in Appendix F, if primary vendor solution is not available what are your alternatives and recommendations?					
Q2.11	Describe how emergency service outage is being handled.	System Availability				
Q2.12	Can your scanning equipment for checks provide the daily batch information including final amount and detail in an electronic report to the sending department by the start of the next business day, or at an industry acceptable timeframe? Please describe, and include electronic format (.pdf, .xls, .txt, etc)	Batch				
Q2.13	Can your scanning equipment for credit/debit cards provide the daily batch information including final amount and detail in an electronic report to the sending department by the start of the business day, or at an industry acceptable timeframe? This would expect to replace the current method used which is a tape printed from the machine. Please describe, and include electronic format (.pdf, .xls, .txt, etc)	Batch				
Q2.14	Please describe whether existing County equipment used to scan credit/debit cards might be upgraded or traded in towards new equipment to be used for this purpose. Describe whether existing equipment can be reused, and whether new equipment of any type is required.					

## APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
Q2.15	Describe the verification provided for electronic banking, such as whether the check payment bank and routing number belong to a real bank.					
Q2.16	Describe your credit/debit card fraud protection, such as verifying address (AVS) and Card Verification (CVC).	Fraud				
Q2.17	Do you support international zip codes for AVS? Describe.	Fraud				
<b>Funding</b>						
Q3.1	For each payment channel and type combination in Appendix F, if pre-funding is not available describe the time frame (both maximum and minimum) for funds to be deposited in County's designated depository bank account(s).	Pre-Funding				
Q3.2	Does the County's choice of operational bank impact funding availability schedule? Describe	Pre-Funding				
Q3.3	In the case of convenience fees, are the funds automatically paid to vendor or are they first deposited with the County, and then paid?	Convenience Fees				
Q3.4	For funding availability, describe any system capabilities that were not mentioned above.					
<b>Chargeback</b>						
Q4.1	What is vendor's procedure for handling disputes/chargeback requests? What are the time lines? What type of information County is required to retain ? Describe					
Q4.2	When vendor sends a retrieval request to the County, what is County's response deadline? Describe					
Q4.3	How is chargeback being handled if it occurred after the termination of the contract with County? Describe					
Q4.4	For chargebacks, describe any system capability that was not mentioned above.					
<b>Reports &amp; Reconciliation</b>						
Q5.1	List any other standard reports not mentioned above.					
<b>Fees</b>						
Q6.1	Describe any fees that may be charged in association with a check or debit with insufficient funds.					
Q6.2	Please describe how the vendor might support bank transfers and echecks with no charge to the County or customer					

## APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
Q6.3	For service fees, describe any system capability that was not mentioned above.					
<b>Support</b>						
Q7.1	Describe the types and number of hours of user and technical support that are available (in PST)					
Q7.2	Describe system availability for external customers (County clientele) and County staff. (e.g., 24x7)	Availability				
Q7.3	Do you have SLAs and benchmarks for items like exception processing, general customer service, and system up time? If so, provide details.					
Q7.4	Describe Help Desk assistance available to external customers and County staff during normal business hours. Define your normal business hours.					
Q7.5	Describe Help Desk assistance available to external customers and County staff outside your normal business hours.					
Q7.6	What other types of problem resolution support is available, including research tools, documentation, reports, and error handling processes? Describe					
Q7.7	Describe what kind of user training vendor will provide. (e.g. technical, functional, industry policies and procedures, security)					
Q7.8	Describe what kind of user documentation vendor will provide. (e.g. technical, functional, industry policies and procedures, security)					
Q7.9	Describe system's normal payment volume capacity. Describe how spikes in payment volumes are handled.	ASP/Hosting				
Q7.10	Describe the timing and notification process for any planned system maintenance outage.					
Q7.11	Describe any marketing services or partnerships you provide to assist with customer awareness.	Marketing				
Q7.12	For customer support, describe any system capability that was not mentioned above.					
<b>Security</b>						
Q8.1	Describe how vendor ensures that data integrity, customer privacy and confidentiality are maintained at all steps of the E-Payment process.					
Q8.2	For system security, describe any system capability that was not mentioned above.					
Q8.3	Describe how vendor will assist County in completing a self-assessment questionnaire for each physical location as required for PCI-DSS compliance if requested by the County.					

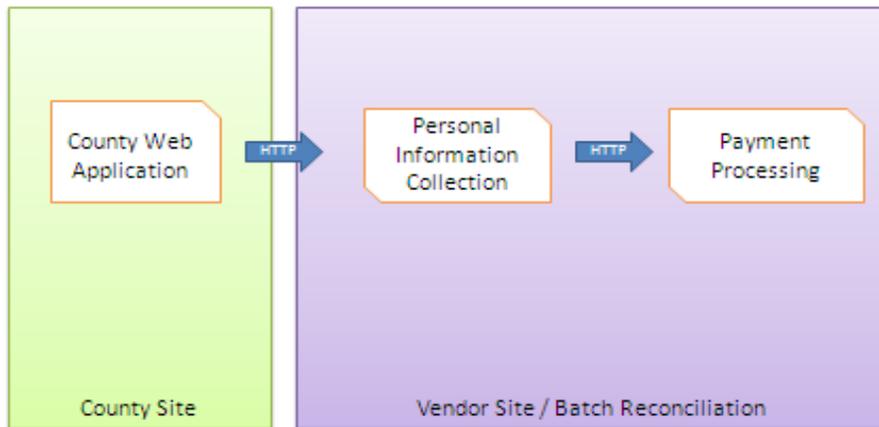
## APPENDIX D - REQUIREMENTS RESPONSE FORM

Reference Number	DESCRIPTION	SUB-CATEGORY	Essential (E) Highly Desired (HD) Optional (O)	Availability (Response Codes)	Third Party Products	Response
<b>Payment Channel Specific</b>						
Q9.1	Describe any web services/functionality/products that allows the County to implement web E-Payment applications.	Web				
Q9.2	What is the average wait time for customers making payments at high volume times?	IVR				
Q9.3	Do you have a recording to advise the customer of the wait?	IVR				
Q9.4	How many phone lines do you have available for customers?	IVR				
Q9.5	Do you have live operators available when customers are experiencing difficulties?	IVR				
Q9.6	Do you provide the customer the ability to transfer to a County line during business hours?	IVR				
Q9.7	Do you provide the customer the ability to transfer to a County line during business hours?	IVR				
Q9.8	Please describe any equipment, or configuration of existing telephone equipment, required for use by the County for IVR, and whether the County will incur a cost. If there are specific features required of existing County IVR equipment or systems, please describe.	IVR				
<b>System Architecture</b>						
Q10.1	Describe system architecture, including application tiers (i.e., presentation, data, business logic, application security, database security)					
Q10.2	Describe the system protocols used by vendor system.					
Q10.3	For system architecture, describe any system capability that was not mentioned above.					
<b>System Integration</b>						
Q11.1	If department wants to post E-Payments receipts to back office systems, describe your proposed system integration approach.					
Q11.2	If required by departments, vendor system can create a secure payment transaction file that will interface with department's back office system to upload the payment data (e.g. using user-defined data field as a link). Describe.					
Q11.3	Describe integration capability with existing County systems such as QuickBooks and SAP.					

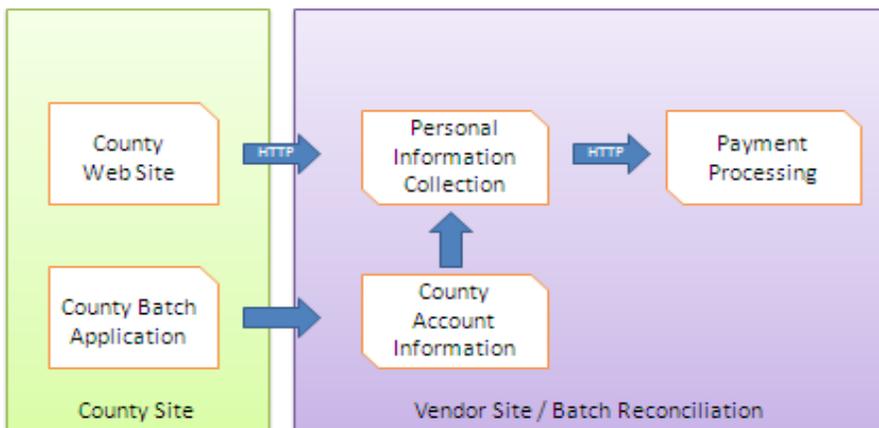
### APPENDIX D: ILLUSTRATIONS

Illustrations of the Payment Options (see Requirements #10.5 - 10.8)

#### Web Payment - Option One



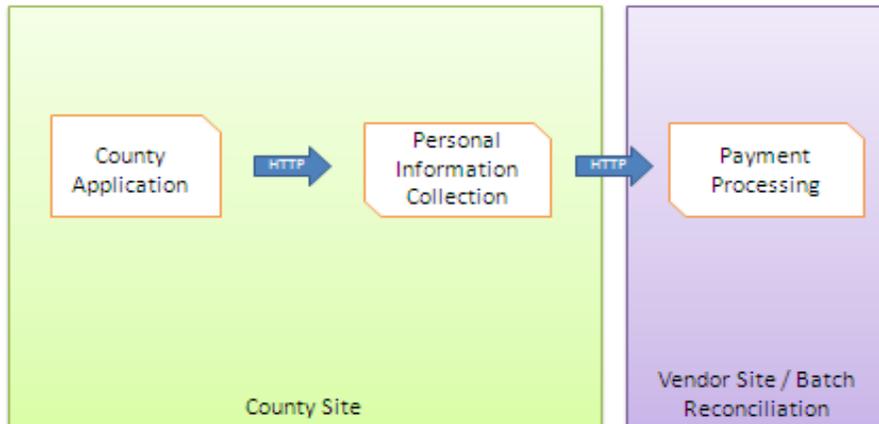
#### Web Payment - Option One "A"



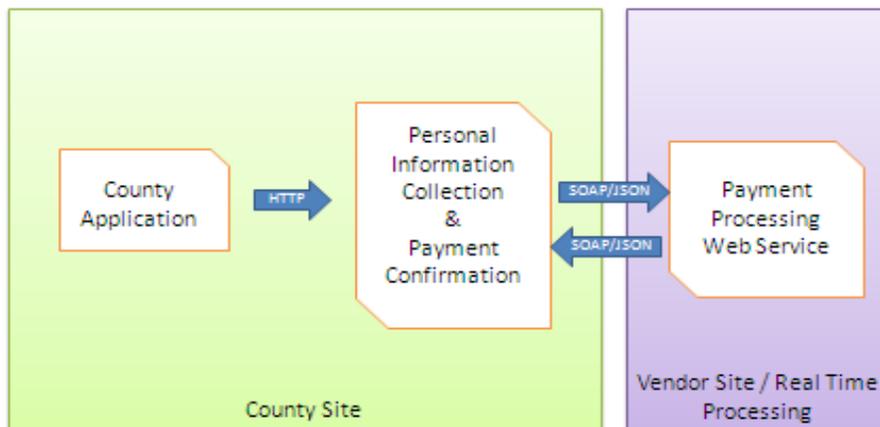
### APPENDIX D: ILLUSTRATIONS

Illustrations of the Payment Options (see Requirements #10.5 - 10.8)

#### Web Payment – Option Two



#### Web Payment – Option Three



**APPENDIX E – TECHNICAL AND SECURITY REQUIREMENTS**

Supplier – please complete the attached checklist if your application is Application Service Provider (ASP). Note that detailed responses are required, and not just simple “yes” or “no” answers. Complete detailed information must be provided to allow a valid comparison between supplier practices and those required by the COUNTY. The information provided below shall be accurate and true.

Item #	Description of COUNTY Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
1.1	The ASP has a written Disaster Recovery Plan that offers a viable approach to restoring operations following an emergency situation.			
1.2	The ASP site has adequate, redundant physical and/or logical network connectivity to ensure continued operations following a network failure.			
1.3	The ASP performs system / application database backups on a schedule that is consistent with the importance of the Department application.			
1.4	Backup media are treated with a level of security commensurate with the classification level of the data they contain.			
1.5	ASP servers are closely monitored for both performance and availability.			
1.6	The ASP is willing to sign a Service level Agreement (SLA) that is consistent with the importance of the Department application.			
1.7	The ASP has a formal, written Security Policy.			
1.8	Once granted access, Users are limited to authorized activities only; i.e., customers are prevented from accessing either applications or data that belong to other customers.			
1.9	ASP network connectivity is protected by firewalls, intrusion detection/ prevention systems, etc. designed to protect against attack.			
1.10	The equipment hosting the Department’s application is located in a physically secure facility that employs access control measures, such as badges, card key access, or keypad entry systems.			
1.11	ASP servers are kept in locked areas/cages that limit access to authorized personnel.			
1.12	ASP staff is bonded, and/or have been subjected to background checks.			
1.13	ASP servers are hardened against attack and operating system and server software patches related to security are applied regularly.			

Electronic Payment Services, Related Equipment

Item #	Description of COUNTY Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
1.14	Commercially available anti-virus software is used on the servers, and is maintained in a current state.			
1.15	ASP servers are monitored on a continuous basis, and logs are kept of all activity.			
1.16	The ASP is willing to report security breaches and/or security issues to the COUNTY.			
1.17	The ASP conducts regular vulnerability assessments, using viable third-party organizations, designed to assess both the ASP's network infrastructure and the individual servers that host applications. The ASP implements "fixes" to correct discovered vulnerabilities.			
1.18	The ASP has a formal Incident Response Plan.			
1.19	(Optional) The network infrastructure hosting the Department application is "air-gapped" from any other network or customer that the ASP may have. This means that in an ideal situation, the application environment must use a separate, dedicated server, as well as a separate network infrastructure.			
1.20	Encryption or hashing algorithms utilized by the ASP application infrastructure utilize algorithms that have been published and evaluated by the general cryptographic community.			
1.21	The ASP is willing to permit on-site visits by COUNTY staff in order to evaluate security measures in place.			
1.22	If the Department will be connecting to the ASP via a private connection (such as a dedicated T1 circuit), the circuit will terminate on the COUNTY's extranet, and operation of the circuit will fall within the policies related to network connections from non-COUNTY entities. If a public network such as the Internet is used, the ASP deploys appropriate firewall technology, and the traffic between San Luis Obispo COUNTY and the ASP is protected and authenticated through the implementation of VPN or equivalent technology.			

**APPENDIX F: PROPOSAL COST RESPONSE FORM E-PAYMENTS RFP #1078 (With Prefunding)**

**Instructions:**

Be sure to complete all sections 1-5 below in full to provide your cost proposal. Should more pages be necessary for items 4 and 5 below, please copy the pages and insert them where needed.

<b>1 Hardware Costs</b>	Cost Per Unit
a) Point of Sale Equipment (Purchase)	
Point of Sale Equipment (Rental)	
Point of Sale Equipment (Reconfigure/reprogram)	
b) Other Equip.	
c) Supplies - Consumable	
d) Check conversion/micr reader/ (Purchase)	
Check conversion/micr reader/ (Rental)	
e) Imaging Equipment (Purchase)	
Imaging Equipment (Rental)	
f) Any Other Hardware Cost	

<b>2 Professional Services</b>	Cost
a) Training (hourly rate)	
b) Software Implementation (hourly rate)	
c) Marketing Assistance to Customers 9hourly rate)	
d) Initial setup fee .State whether by dept or whole County) to the right, and define what is included in the initial setup.	
Web - all aspects (ag, County look and feel)	
IVR - all aspects (eg, County script)	
OTC - all aspects (eg: machine setup)	
e) Post implementation setup and customization (hourly rate)	
Web	
IVR	
OTC	

<b>3 Misc Costs</b>	Cost
a) Charge-back fee - Card Present (POS transactions)	
b) Charge-back fee - Card Not Present (IVR/Internet transactions)	
c) Software License Fees	

APPENDIX F: PROPOSAL COST RESPONSE FORM E-PAYMENTS RFP #1078 (With Prefunding)

4

**Vendor Defined Format Cost Proposal - With Prefunding (See Note 1)**

Instructions: Please provide information below regarding pricing for County E-Payments in any desired organization, to cover the following:

- all payment channels and types you offer (see the Glossary in Appendix B of RFP #1054 for definitions)
- both tiered and percentage based methods to charge the payer
- both possible payers of credit card fees (County absorbed model or customer convenience fee model)
- both tax and non-tax payments, separately priced as needed
- indicate any fees including frequency in addition to the pricing included with a transaction County or customer may need to pay

Include comments to help explain your pricing structure, including reference to any card industry rules or restrictions. Insert additional pages as needed.

**Note (1): Pre Funding means the money is available the next day in County's bank account for all credit card transactions that took place before cut-off time for the day regardless of card type, i.e., Visa, Master, American or Discover. Please also provide pricing and information related to guaranteeing E-check payments and/or prefunding for E-checks.**

**APPENDIX F: PROPOSAL COST RESPONSE FORM E-PAYMENTS RFP #1078 (With Prefunding)**

<b>5</b>	<b>Examples to Illustrate the Vendor Pricing Provided Above and Payment Channels/Types Available</b>							
Instructions: Please provide information regarding sample pricing to illustrate how your pricing above would apply to the payment examples below. Insert at the top of each column all available payment channels and types you offer (see the Glossary in Appendix B of RFP #1054 for definitions of these terms). Be sure to include: -both tiered and percentage based methods to charge the payer -both possible payers of credit card fees (County absorbed model or customer convenience fee model) -indicate any fees in addition to the pricing included with a transaction County or customer may need to pay  Comments below to help explain any credit/debit card rules or restrictions applied. You may duplicate this page and add more columns as needed.								
<b>Payment Examples</b>		<b>Payment Channels and Types (Fill in for each column pricing below)</b>						
<b>a)</b>	<b>Non-Tax Payments</b>							
	\$20 OTC							
	\$20 MOTO							
	\$20 Internet							
	\$20 IVR							
	\$100 OTC							
	\$100 MOTO							
	\$100 Internet							
	\$100 IVR							
	\$1000 OTC							
	\$1000 MOTO							
	\$1000 Internet							
	\$1000 IVR							
	<b>Comments:</b>							
<b>b)</b>	<b>Tax Payments</b>							
	\$100 OTC							
	\$100 MOTO							
	\$100 Internet							
	\$100 IVR							
	\$2500 OTC							
	\$2500 MOTO							
	\$2500 Internet							
	\$2500 IVR							
	\$5000 OTC							
	\$5000 MOTO							
	\$5000 Internet							
	\$5000 IVR							
	<b>Comments:</b>							

**APPENDIX F: PROPOSAL COST RESPONSE FORM E-PAYMENTS RFP #1078 (Without Prefunding)**

**Instructions:**

Be sure to complete all sections 1-5 below in full to provide your cost proposal. Should more pages be necessary for items 4 and 5 below, please copy the pages and insert them where needed.

<b>1</b>	<b>Hardware Costs</b>	Cost Per Unit
a)	Point of Sale Equipment (Purchase)	
	Point of Sale Equipment (Rental)	
	Point of Sale Equipment (Reconfigure/reprogram)	
b)	Other Equip.	
c)	Supplies - Consumable	
d)	Check conversion/micr reader/ (Purchase)	
	Check conversion/micr reader/ (Rental)	
e)	Imaging Equipment (Purchase)	
	Imaging Equipment (Rental)	
f)	Any Other Hardware Cost	

<b>2</b>	<b>Professional Services</b>	Cost
a)	Training (hourly rate)	
b)	Software Implementation (hourly rate)	
c)	Marketing Assistance to Customers 9hourly rate)	
d)	Initial setup fee .State whether by dept or whole County) to the right, and define what is included in the initial setup.	
	Web - all aspects (ag, County look and feel)	
	IVR - all aspects (eg, County script)	
	OTC - all aspects (eg: machine setup)	
e)	Post implementation setup and customization (hourly rate)	
	Web	
	IVR	
	OTC	

<b>3</b>	<b>Misc Costs</b>	Cost
a)	Charge-back fee - Card Present (POS transactions)	
b)	Charge-back fee - Card Not Present (IVR/Internet transactions)	
c)	Software License Fees	

APPENDIX F: PROPOSAL COST RESPONSE FORM E-PAYMENTS RFP #1078 (Without Prefunding)

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4

**Vendor Defined Format Cost Proposal - Without Prefunding**

Instructions: Please provide information below regarding pricing for County E-Payments in any desired organization, to cover the following:

- all payment channels and types you offer (see the Glossary in Appendix B of RFP #1054 for definitions)
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Include comments to help explain your pricing structure, including reference to any card industry rules or restrictions. Insert additional pages as needed.

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