

**MASTER CONTRACT  
FOR EPAYMENT SOLUTIONS AND SERVICES**

Between the Department of Financial Services and Bank of America, N.A., national banking association, and Banc of America Merchant Services, LLC

THIS MASTER CONTRACT ("Master Contract") is entered into by and between Florida Department of Financial Services, Division of Treasury, 200 East Gaines Street, Tallahassee, Florida 32399-0344 (hereinafter referred to as "Department") or its successor, and Bank of America, N.A., national banking association ("BANA"), and Banc of America Merchant Services, LLC ("BAMS") (hereinafter referred to collectively as "Contractor"), effective as of the last date signed below.

WHEREAS, Section 215.322, Florida Statutes, explicitly authorizes and encourages state agencies, the judicial branch, and units of local government to accept credit cards, charge cards, debit cards, or electronic funds transfers, and mandates the Department to develop or approve a standard contract for the acceptance of credit cards, charge cards, debit cards, or electronic funds transfers and

WHEREAS, Section 215.322, Florida Statutes, provides that Agency Participants and Local Government Participants may use such payment processing services upon the same terms and conditions as agreed to by the Department, and

WHEREAS, the Contractor, as an independent contractor of the Department, has the expertise and ability to faithfully perform such services; and

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth, the parties agree as follows:

**I. Services and Deliverables**

The Contractor agrees to render to Participants the services or other units of deliverables ("Services") as set forth in the Scope of Work, Attachment A.

**II. Contract Documents, Order of Precedence**

A. The Contract is an integrated agreement composed of the documents listed below. The Contract will be posted on the Internet according to the State of Florida's Transparency Act Florida Accountability Contract Tracking System (FACTS). The Contract supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the services provided through the Contract. Documents signed by the Participant include the Authorization and Agreement for Treasury Services, the Treasury Services Delegation of Authority Form, the Participation Agreement, and applicable optional service agreements in Attachment C. The Department will sign only the Master Contract. In the event of conflict between provisions among the documents which compose the Contract, the following order of precedence shall govern:

1. This Master Contract
2. Participation Agreement, (except relating to termination notice which will supersede the Master Contract), substantially in the form attached as Attachment D
3. The Scope of Work (Attachment A)
4. PUR Form 1000 and PUR Form 1001
5. Price Schedule (Attachment B)
6. A Participant's purchase order
7. Payment Card Organization Rules aka Card Organization Rules
8. Service Agreements (Attachment C), any documents or material referenced in the documents provided by the Contractor, as contractor services agreement whether or not listed:
  - a) Terms and Conditions
    - (1) If using RPO, PCG, AND ACH for State of Florida (used by Participants using RPO or PCG and ACH) – negotiated version including CIP (used by Participants using RPO or PCG). If using banking services (only for Remote Payments Online (RPO), Payment Collection Gateway (PCG) and ACH) use the Authorization and Agreement for Treasury Services and the Treasury Services Delegation of Authority Form.
    - (2) If using merchant services, Master Services Agreement ("MSA") a negotiated version and their addenda attached hereto;
    - (3) Bank of America Merchant Services Operating Procedures Guide if using MSA.
  - b) Optional Services Agreements
    - (1) Optional services - Addendum to the MSA and elected by the Participant:
      - (i) Account Updater Service
      - (ii) TransArmor Service
      - (iii) Data File Manager Service
      - (v) MobilePay Service
      - (vi) PayPoint Service

- (iv) Amendment to the BankCard Addendum - Dynamic Currency Conversion Service
- (2) Optional Service not subject to the MSA:
  - (i) eCheck guarantee services under a TeleCheck Agreement -  
Telecheck agreement is fully contained in the Telecheck Agreement

9. Any documents or material referenced in the documents provided by the Contractor as Contractor's services agreements whether or not listed.

- B. The Contract shall not contain any provisions, and such provisions are expressly negated in the Contract, which:
1. are inconsistent with Florida law, except where pre-empted by federal law;
  2. exclude, prohibit, or negate other Contract documents or that is not subject to the order of precedence of this Master Contract;
  3. subject the State of Florida to the jurisdiction of another state; or
  4. provide that the Department or Participants will indemnify the Contractor or any other person. In the event of a conflict among the documents the parties shall attempt to harmonize the reading of the language. If harmony cannot be reasonably achieved, the language in document earlier in the order of precedence shall prevail over the conflicting language in a document later in the order of precedence (i.e. 1. prevails over 2, 3, 4, ...), except to the extent that language is inconsistent with applicable law. No documents or materials other than those listed above shall become a part of this contract except by express written agreement of the parties. Provisions in any of the documents composing the Contract that are contrary to applicable law are void but severable from the remainder of the Contract. Signatures on incorporated documents do not serve to negate the prevailing provisions of the Master Contract.

### III. Definition

Terms used in this document and not further defined herein shall be interpreted in accordance with the definitions in Attachment A, the Scope of Work.

### IV. Term and Renewal

The term of the Contract is five years. By mutual written agreement of the parties, and pursuant to section 287.057(13), Florida Statutes (F.S.), the Department may renew the Contract for one or more periods not exceeding a total of five years collectively. Any renewal is subject to the same terms and conditions as the original contract and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

### V. Payment

- A. Subject to the terms and conditions established by this Contract and the billing procedures established by the Department, the Participant agrees to pay the Contractor for services rendered. Payment under the Contract is in accordance with Attachment B – Price Schedule, which shall contain all pricing, inclusive of charges for materials, work, hardware, software, and other expenses except as specified as pass through items in Attachment B – Price Schedule in accordance with Attachment A, Scope of Work and no other fees apply except as pass-through fees allowed under the Payment Card Organization Rules, the Services Agreement, or approved in writing by the parties. Interchange, dues, assessments, fees, fines and penalties are subject to change by the Payment Card Organizations, as well as debit networks, or other pass-through costs identified on the Price Schedule, Attachment B. The Department will not accept any inflation increases during the initial term. Any and all Contractor assertions of a right to security interest, reimbursement or setoff (except as noted below) are void, unless expressly authorized in the Master Contract, Scope of Work or Participation Agreement. However, Contractor shall have the right to setoff chargebacks as defined in Master Services Agreement. Local Government Participants may pay for Services via Contractor setoff against Local Government Participants' accounts; however, Agency Participants shall be invoiced. Contractor shall not setoff, retain payments, nor deduct from the Department's Account, the Participant's account, or any other State account to offset its claims against the Account except for chargebacks and refunds as provided in the Scope of Work.
- B. Vendor Rights. Contractors providing goods and services to an Agency Participant should be aware of the following prompt payment standard time frames. Upon receipt, an Agency Participant has five (5) Business Days to inspect and approve the goods and services, unless the Contractor's specifications, purchase orders or Contract specifies otherwise. An Agency Participant has 20 Calendar Days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 Calendar Days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Department is to approve the invoice in the State financial system within 20 Calendar Days.

If a payment is not available within 40 Calendar Days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Vendor. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/aadir/interest.htm>. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency Participant with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. The invoice payment requirements do not start until a properly completed invoice is

provided to the Agency Participant with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from an Agency Participant. The Vendor Ombudsman may be reached at (850) 413-5516.

- C. Taxes. The Department and Participants are exempt from payment of Florida state sales and use taxes and Federal excise tax. The Contractor, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department or Participants. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Department will provide its tax exemption certification upon request. The Contractor shall provide the Department its taxpayer identification number upon request.
- D. Payment Processing. All charges for Services rendered or for reimbursement of expenses authorized by the Participant shall be submitted to the Participant in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Participant's designated Contract Manager. Travel expenses will not be reimbursed. Interim payments may be made by the Participant at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Participant's Contract Manager.
- E. Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. MyFloridaMarketPlace (MFMP). Unless exempted under Rule 60A-1.030-.032, Florida Administrative Code each Contractor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%) on its payments under a Contract, which must be remitted within 40 Calendar Days after receipt of payment for which such fees are due or the Contractor shall pay interest at the rate established under section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000 ¶14). The Department shall assist the Contractor in seeking any applicable exemption from the MFMP transaction fee through the Florida Department of Management Services.

#### VI. Acceptance

The Department and Participant will review deliverables pursuant to 215.322 (6), F.S., and reserve the right to reject deliverables as outlined in the Scope of Work as incomplete, inadequate or unacceptable due in whole or in part to Contractor's lack of satisfactory performance under the terms of this Contract.

#### VII. Data Security, Confidentiality and Payment Card Industry / Data Security Standards

- A. Contractor, its employees, subcontractors and agents shall comply with the applicable provisions in the sections titled "Payment Card Industry/Data Security Standard Certifications and Requirements" and "Data Management and Security" as defined in section 2.19 of the Scope of Work. To the extent required by Payment Card Organization Rules and applicable law, the Contractor shall provide immediate notice to the Department and affected Participants in the event it becomes aware of any security breach and any unauthorized transmission of data. Except as required by law, legal process, Payment Card Organization Rules, or to provide the Services, and after notice to the Department and the Participant, Contractor shall not divulge to third parties any confidential information obtained or created by Contractor, its employees, subcontractors or agents in the course of performing the Services. Contractor shall not be required to keep confidential information that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information or information that is otherwise obtainable under state law as a public record.
- B. The Contractor shall ensure all access is promptly terminated for every Contractor staff engaged by Contractor and under Contractor's control upon completion of assignments.
- C. The Contractor is responsible for security of all services outlined within the Contract and the Scope of Work which are in Contractor's control.
- D. Loss of Data. In the event of loss of any State Data or Shared Data where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at Contractor's sole expense, in addition to any other damages the Department or Participants may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to the sanctions for failure to comply with section 817.5681, F.S., together with any actual costs of the Department or Participants for responding to such a breach of security caused by the Contractor.

- F. Data Protection. No State Data, as defined in Contract Scope of Work – Section One, or information will be transferred or stored offshore or out of the United States of America. The Contractor may use offshore services for its other administrative activities, not associated with handling of State Data or access to the Department’s network. Subject to Master Contract section 15, State Property Disposition, Confidential Information may be disclosed by the Contractor: (i) to any directors, officers, employees, accountants, attorneys or agents of the Contractor or its affiliates for whom it is necessary or appropriate to know such information to effect the proper performance by the Contractor of its services hereunder, and (ii) as required by applicable law, regulation or judicial or regulatory process, the rules of any stock exchange or regulatory or self regulatory organization.
- G. Data Access. Access to State Data shall only be available to approved and authorized staff. If that need changes, then access shall be removed promptly. The Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol accessible by the Participant or the Department. Unless otherwise agreed by the Department in writing, Contractor and Subcontractors shall not (i) save any State Data or Shared Data on a laptop, personal computer, PDA or other portable computer or data storage device unless such device has “full disc” encryption, (ii) save any State Data on any USB/PIN drive, CD, DVD, or similar device, (iii) send any copies of State Data via unencrypted email, (iv) obtain remote access to any State Data except through a secure, dedicated line or through a trusted method using current authentication and encryption technologies.
- H. Confidential Information. Notwithstanding any provisions or definitions of information, materials or confidentiality to the contrary, Confidential Information means documents and electronic information that is confidential or exempt under section (s.) 119.07 (1), Florida Statutes (F.S.), Article I, Section 24, of the Florida Constitution, or pre-empting federal law. The parties will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information, under Florida law, of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. The Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department, or Participants, except as necessary to provide the Services, in response to legal process, or as required by applicable law, regulation or lawful Payment Card Organization Rule; and restrictions on disclosure of public records shall be pursuant to section 8 below. To the extent permitted by law, the parties agree that all Customer information that qualifies as “Non-public Personal Information” under the Gramm-Leach-Bliley Act of 1999 or its state law equivalents (“NPI”) is Confidential Information.

#### VIII. Public Records Disclosure

- A. Public Records. Chapter 119, Florida Statutes, mandates disclosure of public records, with specified exceptions, by agencies of the state including private contractors acting on behalf of the state. Chapter 119, Florida Statutes, and other applicable law shall prevail over any contrary provisions in this Contract. The parties shall not be required to disclose to the public any materials protected by law, and disclosure of any Confidential Information received by the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and exceptions thereto and other provisions of Florida law creating confidentiality. The Contract will be posted on the Internet according to the State of Florida’s Transparency Act, with appropriate redaction of Confidential Information by the Contractor. Should the Contractor provide technology security systems and procedures, and other information deemed confidential or exempt from the Florida Public Records Act, then the Contractor shall place such information in an encrypted electronic form or a sealed separate envelope and provide the Department or Participant with an additional copy of its documentation containing such information that has been redacted to conceal only that information that the Contractor claims to be confidential. If a public record request is made for documentation related to this Contract, the Department or Participant will notify the Contractor of such request if the Contractor has provided the Department or Participant with a notice of trade secret or other confidentiality as noted above, and the Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The Contractor acknowledges that the protection afforded by s. 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages arises from any disclosure based on the Contractor’s failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department or Participant. The Contractor shall retain records relating to the Contract and its performance in accordance with the Payment Card Organization Rules subject to applicable law
- B. Trade Secret or other Confidential Information. Pursuant to section 812.081, Florida Statutes, a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Contractor submits to the Department or Participant information that Contractor considers to be a trade secret that meets the definition provided in section 812.081, Florida Statutes, Contractor shall file a notice of trade secret with the Department or Participant that puts the Department or Participant on notice that Contractor has provided trade secret information. Furthermore, if a Contractor reserves the right to assert that a portion of its documentation is a trade secret, Contractor shall either:
  - 1. provide the Department or Participant with an additional copy of the material that has been redacted to conceal only that information that Contractor claims to be a confidential trade secret meeting the definition of a trade secret as provided in section 812.081, Florida Statutes, and is clearly identified as having had trade secret information redacted; or

2. segregate such confidential trade secret information and place it in a sealed, separate envelope that is labeled "CONFIDENTIAL TRADE SECRETS."

If a public record request is made for trade secrets or other Confidential Information, the Department or Participant will notify the Contractor of such request if Contractor has provided the Department or Participant with a notice of trade secret. If the Department or Participant receives a public records request related to such material, the Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Contractor acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed that no right or remedy for damages arises from any disclosure. (Modifies PUR 1000 ¶33 and PUR 1001 ¶19).

#### IX. Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance, of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability); and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability; or otherwise provide protection satisfactory to the Department. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Upon request, the Contractor shall provide its certificate of insurance. All insurance policies shall be through insurers authorized to write policies in Florida. As an alternative to the insurance requirements herein, for those risks where self-insurance is permitted by applicable law, Contractor may through a program of self-insurance assume in whole or in part such risks upon written consent of the Department's contract manager. Such consent shall not be unreasonably withheld.

#### X. Termination

- A. The Contractor, in its sole discretion, may terminate the contract at any time by giving twelve (12) months written notice to the Department. The Department, in its sole discretion, may terminate the contract at any time by giving twelve (12) months written notice to the other party.
- B. All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Failure to comply with the requirements of the Contract may subject the Contractor to a default proceeding in accordance with Rule 60A-1.006, F.A.C.
- C. As provided in section 287.058, Florida Statutes, the Department may terminate the Contract immediately in the event that the Department requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, Florida Statutes, to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law as pursuant to Section 119.07, Florida Statutes.
- D. Scrutinized Companies. The Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification required by s. 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notice: Section 287.135, F.S. would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section have been enjoined by a court of law. If ultimately upheld by the court, the Contractor who is awarded this contract may be required to amend the contract to certify compliance with the law, i.e. that the business is not and will not engage in business operations in Cuba or Syria.
- E. If at any time the Contract is canceled, terminated, or has expired, or a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. The Contractor agrees to provide, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first, all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. Such termination assistance shall be at no additional charge to the Department or Participant if the termination is due to Contractor default and if associated with technology services shall not exceed Contractor's current maintenance rates for such services. Contractor shall assist in transition of data as provided in Paragraph 14 below. For avoidance of doubt, Department or Participant, as applicable, shall continue to pay all applicable fees and other amounts due under the Contract for the extended time period according to section 30 g. survival of exit transition tasks.
- F. The Participant shall notify, in writing, the Contractor and the Department's Contract Manager when the Contractor fails to adhere to Contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within timeframes specified in Scope of Work - Attachment A. The notification will also provide that, should it fail to perform within the time provided, the Contractor will be found in default and removed from the Department's approved vendor list. If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Scope of

Work, or in the event of any material breach of any provision of the Contract by the Contractor, the Department may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. If the default or breach is not cured within thirty (30) days after written notice, unless otherwise specified in the Scope of Work, is given to the Contractor specifying the nature of the alleged default or breach, then the Department, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice, unless otherwise specified in the Scope of Work.

- G. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected Deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) Calendar Days after termination, unless otherwise specified in the Scope of Work, terminate any orders and/or subcontracts related to the terminated Deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section.
- H. Non-Appropriation. The following provisions apply to termination for non-appropriation when applicable under s. 287.0582, F.S.:
1. Failure to pay by reason of non-appropriation shall initiate a termination of Services;
  2. The Department shall terminate this Contract in part with respect to all Services for which a Non-Appropriation has occurred.

#### XI. Events of Default

- A. Provided such failure is not the fault of the Department or Participant, or not outside the reasonable control of the Contractor, the following events, acts, or omissions, not cured within the time frames required by the Scope of Work or the applicable Implementation Plan, shall include but are not limited to, events of default:
1. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
  2. Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;
  3. The commitment of any material breach of this Contract by the Contractor, failure to timely deliver a material deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
  4. Knowing employment of an unauthorized alien in the performance of the work which is not cured within thirty (30) days from receipt of notice from the Department;
  5. One or more of the following circumstances, uncorrected for more than thirty (30) days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
    - a) Entry of an order for relief under Title 11 of the United States Code;
    - b) The making by the Contractor of a general assignment for the benefit of creditors;
    - c) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
    - d) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
    - e) Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
    - f) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Department or Participant or fails to maintain the required insurance.
- B. Termination by the Contractor. If, and only if, the Department fails to pay the Contractor when due undisputed charges totaling at least two months' charges under the Contract and fails to make such payment within 30 days after receiving a notice of nonpayment from the Contractor referencing this section and expressly stating the Contractor's intent to terminate the Contract if the past due amount is not paid within such 30 day time period, the Contractor may terminate the Contract as to the defaulting Participant, as of a date specified in a separate written notice of termination given to the Department, but subject to the provisions of Contract section regarding the termination or exit transition services to be provided by the Contractor. For the avoidance of doubt, this section states the only circumstances in which, and the only grounds on which, the Contractor has the right to terminate the Contract prior to its expiration. The Contractor's termination notice will not be effective unless it references this Contract section and expressly states that the Contractor intends to pursue termination of the Contract if the Department's failure to pay undisputed amounts due and owing is not cured within the applicable cure period. The Department's failure to perform or material delay in performing any of the Department's responsibilities under this Contract (or causing to be performed by the applicable third party) will not constitute grounds for termination of the Contract. However, the Contractor may obtain a schedule delay in accordance with PUR1000 §24, Force Majeure with reasonable notice of such nonperformance and, if so requested by the Department, shall use commercially reasonable efforts to perform notwithstanding such Department failure.

Notwithstanding the foregoing, Contractor BAMS may terminate the Contract, or suspend the Contract for a period of time necessary for the Department or Participant to remediate the risk to BAMS' satisfaction for any or all Services provided by Contractor BAMS to the Department or Participant(s) effective on not less than thirty (30) days' notice, or

such lesser time as required or permitted under the Card Organization Rules or permitted by Applicable Law, and Contractor BAMS will send Department or Participant(s) written notice of the termination, upon the occurrence of any of the following events: (i) violation of Applicable Law by the Department or Participant, (ii) as expressly required by Card Organization Rules, (iii) the Department's or Participant's insolvency in accordance with section 11 (v), (iv) a Participant's failure to maintain chargeback levels lower than "excessive" chargebacks as defined by the Card Organization Rules, (v) a Participant's failure to pay third party fees or (vi) fraud, intentional torts, willful misconduct (including intentional breach of contract), or gross negligence of or by the Department or Participant (or an entity or person for whom the Department or Participant is responsible, pursuant to the Master Contract) in regards to the Department's or Participant's use of these services.

Termination under this Section 11(b) maybe limited to one or more specified Participants.

## XII. Remedies, Liability and Indemnification

- A. The Contractor's failure to complete work tasks both in an acceptable manner to the Department and on time will result in substantial damage to the Department or Participant; however, the amount of damages resulting from such failure cannot be calculated with certainty. Each such failure to complete a work task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date that the work task has been correctly completed. For each default, the Department may apply financial consequences as a remedy, not as a penalty, for failure to meet the applicable requirement, as set forth in the Scope of Work, unless such failure to meet the performance requirements was due to causes not within the ability of the Contractor to control, avoid, or mitigate through reasonable prudent action.
- B. PUR 1000, section 19 is replaced with the following, and additionally the following provisions apply - (i) No provision in this Contract shall require the Department or Participants to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Participants' or the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department or Participants for which it would not otherwise be responsible under the Master Contract, Scope of Work or Payment Card Organization Rules. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract. Notwithstanding language to the contrary in any other document governing the contractual relationship between the parties, the Department and Participants are prohibited by Article VII, Section 10, of the Florida Constitution, from pledging the credit of the state and therefore cannot and does not indemnify any person. The parties do however, acknowledge that section 215.322, Florida Statutes, explicitly authorizes and encourages state agencies, the judicial branch, and units of local government to accept credit cards, charge cards, debit cards, or electronic funds transfers, and mandates the Department to develop or approve a standard contract for the acceptance of credit cards, charge cards, debit cards, or electronic funds transfers. The parties further acknowledge that in the Payment Card Organization Rules it is standard industry practice for the acceptance of such transaction modes to entail certain contingent liabilities which are often labeled as "indemnifications." Rather than "indemnifications," despite being labeled as such, it is the intent of the parties that any such contingent liabilities flowing through this Contract to the State of Florida, its branches, agencies, or units are the direct liabilities of each signor of a Participant Agreement, to the extent of the Participant's use of the Services. The parties recognize that the implementation of this intent may be impacted by judicial decisions or statutory changes. The Department shall notify the Contractor of any such decisions or changes as soon as reasonably possible upon the Department's awareness of them, so that the parties may discuss the implications of such events upon the contractual relationship.
  1. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Participants from any suits, actions, damages, and costs of every name and description arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to (1) a Participant's misuse or unauthorized modification of Contractor's products; (2) a Participant's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order; or (3) Participant's use of a Contractor provided Deliverable only to the extent of its hosted portion of processing transactions through a partially hosted or hosted gateway, or software in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed, or provided by Contractor's subcontractor or other partner in providing the Services, which use is not contemplated by the Contract or subsequent Change Order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Participants the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Participants the right to continue using the product, the Contractor shall remove the product and refund the Participants the amounts paid in excess of a reasonable rental for past use. The Participants shall not be liable for any royalties.
  2. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the State or Participants giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Participants in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.
- C. Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Contractor's breach of data

security or the negligent acts or omissions of Contractor related to this subsection provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of a Participant.

- D. Liability of the Parties. Each party acknowledges that it is liable to the other subject to the limitations as set forth in paragraph 20 of PUR-1000 as modified herein, for claims, damages, or losses arising from the negligence of its employees, agents, and representatives, including both actions and failure to act (i) in accordance with the requirements of this Agreement, including the Payment Card Organizations Rules, and (ii) any violation of any applicable law, regulation, or order. "Losses" includes, but is not limited to, reasonable costs, assessments, fees and fines from the Payment Card Organizations. For avoidance of doubt, in the instance of losses arising out of a party's negligence, that party will be liable to the other party even if the losses involve the actions of a third party. For example, should a party fail to secure cardholder data and a third party is able to obtain and misuse such data, the party whose negligence resulted in the wrongful possession or misuse of the data will be liable to the other for losses related to the cardholder data compromise, assessments, fees and fines from the Card Organizations.
- E. The provisions of the General Contract Conditions of PUR 1000, section 20 shall apply but, for the avoidance of doubt, the limitations and exclusions of liability will not apply to exclude or limit the recovery of any damages required by Rule 60A-1.006, F.A.C., or attributable to any of the following:
1. fraud, intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of or by the Contractor (or an entity or person for whom the Contractor is responsible) subject to a reasonable notice and cure period; or
  2. the Contractor's cessation or abandonment of any Services without providing Exit Transition Services substantially in accordance with the Contract.
  3. amounts due pursuant to Section 817.5681, F.S., resulting from a data breach caused by the Contractor. The parties understand that in no event shall Contractor be liable for payment of actual costs which Contractor has already paid for such data breach. Also, for avoidance of doubt, the maximum dollar amount attributable to direct damages in section 20 of PUR1000 will be the greater of (A) \$100,000 or (B) total cost calculated using the amount of fees and charges paid by the Department as to the Master Contract, or Participant as to the Participation Agreement, minus fees and charges paid by Contractor to necessary third parties, such as Card Organizations, and which are identified in the Price Schedule and required to be paid to such third parties.

The Department's and a Participant's maximum liability for any damages, regardless of form of action, shall in no event exceed the total cost of the Contract to the Contractor for the relevant products or services giving rise to the liability. Provided, however, that the foregoing limitation shall not apply to the following:

- (a) fraud, intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of or by the Department or Participant (or an entity or person for whom the Department or Participant is responsible) subject to a reasonable notice and cure period;
- (b) amounts due resulting from a violation of Applicable Law or Card Organization Rules;
- (c) amounts due resulting from a data security breach caused by the Department or Participant;
- (d) the Department's or Participant's liability for chargebacks; or
- (e) the Department's or Participant's liability for payment of any and all third party fees as described in the Master Contract (Price Schedule – Attachment B)

#### XIII. Damages for Service Level Deficiencies

Remedies for Deliverables deficiencies are addressed in the Scope of Work in Attachment A.

#### XIV. Exit Transition Responsibilities

In the event of an expiration or termination of this Service, the Contractor shall provide 120 days' notice prior to the expiration or termination and provide a specific and detailed technical transition plan to the Department prior to any termination or data return. At a minimum, the technical transition plan shall include but not be limited to knowledge transfer for any technology support needed by the Department or its designee to continue services. In an effort to avoid any financial loss to the Department, the Contractor shall conduct such transition with the same degree of care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use.

#### XV. State Property Disposition

- A. Title to all property furnished by the Department or Participant under this Contract shall remain with the Department or Participant, and the Contractor shall surrender to the Department or Participant all property of the Department or Participant prior to settlement upon completion, termination, or cancellation. The parties shall settle any transfers of property which may have been required to be furnished to the Department or Participant or which otherwise belongs to the Department or Participant; and the Contractor shall provide written certification to the Department or Participant that the Contractor has surrendered all said property.
- B. Subject to Card Organization Rules and applicable superseding law that mandates otherwise, all Deliverables shall become and remain the Department's property upon receipt and acceptance. As between the parties, data provided to the Contractor by the Department (State Data as defined in Attachment A) will be and remain the property of the Department regardless of whether Contractor or the Department is in possession or control of the State Data. The State Data and Shared Data will be made available to the Department, upon its request, in the form and format reasonably



requested by the Department. Contractor and its representatives will not sell, assign, lease, or otherwise dispose of any State Data to third parties or commercially exploit the State Data other than for the benefit of the Department and Participants as authorized by the Contract or Payment Card Organization Rules, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the State's data. Neither Contractor nor any of its representatives will possess or assert any lien or other right against or to any State Data in any circumstances.

Participants are not acquiring a copyright, patent, or other intellectual property right in any Service to the extent that they are solely commercial off-the-shelf products copyrighted by the Contractor, and licensed to the Participants during the term of the Contract, such as partially and fully hosted gateways.

#### XVI. Additions, Deletions and Substitutions

In the event services are required to be performed or equipment required to be purchased that are not set out in the Contract, but are within the general scope of the requirements, the Department and the Contractor will negotiate the terms covering the required services or equipment by adding or deleting any item from the terms of the Contract on a periodic basis as necessary when deemed in the best interest of the Department. The Contractor or Department will be responsible for submitting requests on a timely basis with sufficient documentation to allow evaluation of the request. The Department will consider changes by the Contractor to contract items, provided revisions are in accordance with the conditions and specifications contained in the Contract.

#### XVII. Contract Modification

This Contract may be amended only by a written agreement between both parties subject to the provisions of chapter 287, Florida Statutes. If a particular service or deliverable is inadvertently omitted or not clearly specified but determined to be operationally necessary, such service or deliverable will be provided by the Contractor through the contract amendment process.

#### XVIII. Nonexclusive Contract

This Contract is not an exclusive license to provide the services described in the Contract. The Department may, without limitation and without recourse by the Contractor, contract with other Vendors to provide the same or similar services as specified in Section 215.322, F.S.

#### XVIII. Statutory Notices

The Department shall consider the knowing employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the Discriminatory Vendor list may not submit a Response on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

#### XX. Compliance with Federal, State and Local Laws

The Contractor as well as its employees, subcontractors, and agents shall comply with all applicable federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements.

#### XXI. Background and Employment Eligibility Verification

The Contractor is responsible for payment of costs if any, and retaining records relating to, employment eligibility verification, which records are exempt from Chapter 119, F.S., and which verification requires the following:

- A. The Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website:  
[http://www.dhs.gov/files/programs/gc\\_1185221678150.shhtm](http://www.dhs.gov/files/programs/gc_1185221678150.shhtm).
- B. The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program upon hiring new employees during the term of this Contract. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- C. Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.
- D. Background checks - Contractor must provide an attestation that a background check has been or will be conducted on the team members who will work on site at DFS. Background checks are to be obtained by the Contractor online from FDLE at <http://www.fdle.state.fl.us/CriminalHistory>. In their Implementation Plan the Contractor will explain how they will assure that their staff will meet the standards before the requested staff may work on site under the Contract. The Contractor is responsible for payment of, and retaining records relating to, employee security checks, which

records are exempt from Chapter 119, F.S. It is not anticipated that any workers will be required to work on-site. Attending meetings with Department or Participant personnel at a Department or Participant facility does not constitute working onsite.

**XXII. Electronic Accessibility**

If applicable, Section 508 of the Rehabilitation Act Amendments, 29 USC Sec. 794, compliance information on the supplies and services in this contract are available on a website indicated by the Respondent in the Response or resulting Contract. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.

**XXIII. Duty of Continuing Disclosure of Legal Proceedings (Information Regarding Litigation or Regulatory Action)**

The Contractor shall provide information to the Department regarding any material litigation brought against Contractor, which would cause a reasonable party to be concerned about the Contractor's performance, or if Contractor is engaged in conduct that would constitute a breach of this Contract or a violation of Florida law, regulations or public policy. One method that the Contractor can provide this information is for the Contractor to make all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K, all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of material litigation, investigations and other matters as required by federal law and are publicly available ("Proceeding"). In the event that any such Proceeding disclosed by the Contractor, or of which the Department or a Participant otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about the ability of the Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or whether the Contractor (or a Subcontractor hereunder) in performing Services for the Department or Participant is engaged in conduct which is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of this Contract or a violation of Florida law, regulations or public policy, then the Contractor shall be required to provide the Department all reasonable assurances requested by the Department to demonstrate that the Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions

**XXIV. Auditing and Compliance Standards**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract and Participation Agreements, complete books, documents, accounting records and other evidence, that specifically relate to this Contract, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make available to the Department, upon reasonable request, during the term of this Contract and the Contractor shall retain records relating to the Contract and its performance in accordance with the Payment Card Organization Rules subject to applicable law. In the event any litigation, claim or audit is instituted prior to the expiration of the required period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the Department upon request and inspection allowed pursuant to PUR 1000-18.

**XXV. No Advertising or Endorsements**

The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner that the Department recommends or endorses the Contractor. This clause replaces any and all other agreements regarding publicity. Any and all limitations of speech regarding a party are void.

**XXVI. Export Control**

Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

**XXVII. Authorization of Business Third Parties to Access State Data**

The Department hereby authorizes the Contractor to provide access to the Department or a Participant's staff hired via staff augmentation or other contracted service related to the state's performance of its duties under the Contract (Business Third Parties), to the State Data and the Contractor represents that such access shall be in accord with the following: (i) each Business Third Party shall respond affirmatively to nondisclosure requirements protecting the Department's Confidential Information as set forth in a Nondisclosure Acknowledgment; (ii) all Business Third Parties accessing the State Data shall be licensed as named users; (iii) Business Third Parties are expressly limited to screen access to the State Data; (iv) in no circumstances may Business Third Parties have access to modify State Data; (v) in no circumstances shall Business Third Parties Use the State Data in their operations or management of the business of such Business Third Parties; and (vi) such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

The Department or the applicable Participant will assist the Contractor in resolving software malfunctions by providing the Contractor: (i) temporary remote electronic access to the Department's system (within the parameters allowed by the Department's Project Management Office) for the sole purpose of conducting maintenance in accordance with the Contract

- (ii) information and evidence of the malfunction (iii) and appropriately qualified personnel available to answer questions and perform remedial functions.

#### XXVIII. Functional Equivalents and Substitutions

The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine whether a product is acceptable as an equivalent. Minimum qualifications for acceptance of substitutions include: (i) the substitute item shall meet or exceed the applicable requirements and specifications set forth in this Contract or Scope of Work; (ii) any substitute item shall be compatible with the existing deliverable at the time the substitute is proposed for use; (iii) the substitute item or service shall have the capacity and performance characteristics equal to or better than those of the item it is to replace; (iv) the substitute item or service shall offer the same or increased functionality as the item it is to replace; and (v) the substituted item must be approved, in advance, by the Department.

With any commodity offered as an equivalent, the Contractor must certify that it has consulted with the manufacturer and can represent it is not scheduled to be discontinued by the manufacturer within the next year; and if the manufacturer does discontinue the commodity, the Contractor shall certify that it will replace such commodity at no cost to the Department or Participant. This is not intended to restrict upgrades contemplated by the Scope of Work.

#### XXVIII. Contractor Requirements and Responsibilities

Subcontractors may be used. However, the Contractor will be responsible for meeting the requirements and timeframes provided regardless of delays or non-performance caused by a subcontractor. Assignment is allowed upon notice to the Department and amendment to substitute the assignee as party to the Contract. It is mandatory for the Contractor's assignee to assume full responsibility of delivery, installation, maintenance, and support Services and all other provisions of the Contract.

#### XXX. Miscellaneous

- A. This Contract includes the Master Contract document and all other documents listed in Section 2 of the Master Contract document which embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any referenced or attached addendum the terms and conditions of this Contract shall take precedence and govern. Acceptance of Service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- B. Dispute Resolution: any dispute concerning performance of the Contract, other than card disputes or other dispute processes required by the Payment Card Organization Rules or NACHA regulations shall be subjected to the following process:
  1. Representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish information regarding the issue in dispute which the parties regard as appropriate to resolve the dispute;
  2. The party representatives shall discuss the matter and negotiate in good faith to resolve the matter;
  3. In the event that an agreed upon resolution is not reached through negotiation, the Department's designated Contract Manager, shall make a determination about the matter and reduce the decision to writing and send a copy to the Contractor at a previously provided address;
  4. In the event the Contractor is dissatisfied with the Department's decision, the Contractor may initiate a formal alternative dispute resolution mechanism or escalation procedures, if such is authorized by the Scope of Work; however no mandatory mediation nor arbitration is authorized and any provisions to the contrary do not apply to this Contract; and
  5. Failing success of both the informal and formal dispute resolution processes identified above, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

Disputes regarding card disputes or other dispute processes required by the Payment Card Organization Rules or NACHA regulations will be more particularly identified in the Department's Implementation Plan.
- C. The laws and rules of the State of Florida and the U.S. Federal Law govern this Contract.
- D. The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a State Agency pursuant to section 216.347, Florida Statutes, except that pursuant to the requirements of section 287.058(6), Florida Statutes, during the term of any executed contract between the Contractor and the Department, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.
- E. The Contractor is an independent contractor, and is not an employee or agent of the Department or Participant.
- F. All contracted services, entailing access to the Department's secure information or facilities, are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department. The Department may refuse access to or require replacement of any Contractor employee, subcontractor or agent, for cause, including but not limited to, technical or training qualifications, quality of work, change in security status, or non-

compliance with a Department policy or other requirement. Such action shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility for cause any of Contractor's employees, subcontractors or agents. This paragraph does not apply to the Contractor's general use of subcontractors who are not given access to the Department's secure information or facilities, nor does it apply to the attendance of meetings by contractors, employees, agents, or subcontractors, within the Department's secure facilities, unless the basis of the Department's denial of access is based on safety or security considerations.

- G. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding exit transition processing and settlement of card transactions, confidentiality, proprietary interests, data security obligations, data access, and limitations of liability shall survive termination, cancellation or expiration of this Contract.
- H. If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
- I. During the term of this Contract, Contractor shall not knowingly employ, subcontract with or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined in Section 112.312 (15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract except as provided in Section 112.3185, Florida Statutes.
- J. No unilateral acts by the Contractor are authorized and all tasks asserted to be in the Contractor's discretion are applicable only if the acts are authorized by the Master Contract or Scope of Work, and will be only upon prior notice to the Department. There is no deemed acceptance of Deliverables. All Deliverables must be received and accepted in writing by the Contract Manager before payment. No Contractor documentation that is referenced but not attached to the Contract will apply unless agreed to in the final Master Contract or a final Participation Agreement. Notwithstanding any provisions to the contrary, no "click-wrap" Software License shall be effective upon downloading unless and until the Department has reviewed it and agreed to its terms in advance of download. Contractor shall provide all information that the Department or Participants cannot easily obtain in order to make its determination.

XXXI. Execution in Counterparts; Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

XXXII. Contract Administration

- A. The Department Contract Manager is: Andrea Hoffman, Division of Treasury, located at 1801 Hermitage Boulevard, telephone number 850/413-2752, email address: Andrea.Hoffman@myfloridacfo.com.
- B. The Contractor Contract Managers are:
  - 1. For Bank of America: Kristin Harrison, Senior Vice President, Senior Treasury Solutions Officer Bank of America Merrill Lynch, Bank of America, N.A. located at 315 South Calhoun Street, 2nd Floor, FL 32301, telephone number 850-561-5911, email address: [kristin.harrison@baml.com](mailto:kristin.harrison@baml.com)
  - 2. For Bank of America Merchant Services: Michelle Whalen, CCM (Certified Cash Manager), Relationship Manager, Corporate and Commercial Services, Healthcare & Institutions and Public Sector Markets, Bank of America Merchant Services, located at 9219 Bimini Drive, Bradenton, FL 34210, telephone number 941-896-8881, email address: michelle.whelen@bankofamericamerchant.com.
- C. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers designated in this Section or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Contract.

Florida Department of Financial Services  
Division of Treasury  
Chief Financial Officer or Designee:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bank of America, N.A.  
Contractor Representative(s):

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bank of America Merchant Services, LLC  
Contractor Representative(s):

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***INSERT DOCUMENTS IN THE FOLLOWING ORDER***

**Attachment A – Scope of Work**

**Attachment B – Price Schedule**

**Attachment C – Service Agreements**

1. Current Terms and Conditions RPO, PCG, AND ACH for State of Florida (used by Participants using RPO or PCG),
2. Master Services Agreement (MSA)
3. Bank of America Merchant Services Operating Procedures Guide if MSA is used
4. Account Updater Addendum to the MSA
5. TransArmor Addendum to the MSA
6. Data File Manager Addendum to the MSA
7. Dynamic Currency Conversion Addendum to the MSA-
8. MobilePay Addendum to the MSA
9. PayPoint Addendum to the MSA
10. eCheck guarantee services under a TeleCheck Agreement  
Telecheck agreement is fully contained in the Telecheck Agreement

**Attachment D – Participation Agreement**

**Attachment E - PUR Forms 1000 and 1001**

**Attachment F - Volumes, Equipment and ePayment Solutions**

**ATTACHMENT D  
PARTICIPATION AGREEMENT  
BETWEEN**

\_\_\_\_\_  
**and**  
\_\_\_\_\_

This Participation Agreement is entered into between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_, Participant as defined in the Scope of Work, Attachment A to the Master Contract with the Department of Financial Services. The Master Contract together with the Merchant Services terms and conditions and other attachments and incorporated documents are collectively referred to herein as the “Master Contract”. Signatures on incorporated documents do not serve to negate the prevailing provisions of the Master Contract.

**I. PARTICIPATION TERMS AND CONDITIONS**

- A. All defined terms in the Master Contract apply to this Participation Agreement.
- B. By signing this Participation Agreement, the Participant and the Contractor agree to be bound by the terms of this Participation Agreement, and the Master Contract, in the performance of their obligations. By signing below, Participant represents that a copy of the Master Contract has been provided or made available to it.
- C. If Participant is an Agency Participant, Participant hereby authorizes Contractor to share any and all information related to the Master Contract, excluding personally identifiable information of a cardholder, it has or obtains pursuant to this Participation Agreement and the Master Contract with representatives of the State of Florida and the specific Agency of the State of Florida to which it reports. If a Participant is a Local Government Participant, Participant hereby authorizes Contractor to share with the Department information that is required in the Dashboard under the Master Contract, excluding personally identifiable information of a cardholder.
- D. The parties shall retain copies according to their retention schedules under applicable law.
- E. Participants who elect specialized services that are subject to additional agreement terms offered as optional services under the Master Contract, are subject to those terms; however additional agreement terms do not serve to negate the prevailing provisions of the Master Contract.

## **II. MERCHANT SERVICES TERMS AND CONDITIONS**

Participant will provide Contractor with updated business and financial information concerning Participant, including evidence of required licenses and other information and documents Contractor may reasonably request from time to time. All material marked Confidential that Contractor receives from Participant will be used only by Contractor, or Card Organizations or other third parties necessary to perform services under this Participation Agreement or related services and reporting. At any reasonable time, Contractor or any Card Organization may audit Participant's records relating to this Participation Agreement. Florida law, as applied to agreements made without reference to conflict of law provisions, governs the Master Contract and this Participation Agreement.

## **III. FEES TO BE PAID TO CONTRACTOR**

- A. The Participant agrees to pay the Contractor all fees and charges in Attachment B of the Master Contract.
- B. Such fees and charges will be billed monthly to the Agency and Local Government Participants via an invoice process, unless a Local Government Participant elects to have the Contractor debit their Settlement Account.

## **IV. EFFECTIVE DATE AND TERMINATION**

- A. This Participation Agreement will become effective on the date it is signed by all parties.
- B. Unless earlier terminated by one of the parties, this Participation Agreement remains in full force and effect until the earlier of (i) termination of the Master Contract or (ii) any date provided here: \_\_\_\_\_, not to exceed the expiration or termination of the Master Contract.
- C. In the absence of a default by the other party, either party may terminate this Participation Agreement at any time by giving the other party ninety (90) days prior written notice. Either party may terminate this Participation Agreement after a default by the other party as provided in the Master Contract.
- D. In the event of non-payment of fees because of insufficient funds in the Settlement Account or non-payment of an invoice for forty (40) days or more, Contractor may cease processing following 10 days notice from Contractor according to the Master Contract. If Participant is an Agency Participant, payment shall be pursuant to section 215.422, F.S. If Participant is a Local Government Participant, payment shall be pursuant to legal requirements applicable to a Local Government Participant.

## **V. NOTICES**

- A. Any notice required or permitted to be given under this Participation Agreement or the Master Contract from one party to the other will be in writing and will be given and deemed to have been given when actually received, if hand delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone with and original mailed or hand-delivered thereafter or mailed by certified or registered mail with postage prepaid to the party or their successor at the address specified as follows:
1. Participant:
  2. Contractor:
  3. Routine notices given by Contractor to Participant, such as transaction details, changes in terms required by systems updates or Payment Card Organization changes and any reasonable notice required by the Contractor's services agreement or addenda, schedules, and attachments, may be delivered by electronic mail to the address provided by Participant above.
- B. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

## **VI. ELECTION OF OPTIONAL SERVICES**

Participant hereby elects to receive the following optional services pursuant to the terms and conditions contained in the various service addenda which are incorporated by reference in the Master Contract and attached thereto. The terms and conditions contained in a particular addenda shall not apply to Participant unless and until Participant elects, by indicating herein, or by future written election signed by the parties, to utilize such optional service.

- ☐ **Account Updater**
- ☐ **Data File Manager**
- ☐ **Dynamic Currency Conversion**
- ☐ **MobilePay**
- ☐ **PayPoint**
- ☐ **TransArmor**

## **VII. MISCELLANEOUS PROVISIONS**

- A. This Participation Agreement, incorporating the terms of the Master Contract, contains the entire understanding of the parties and supersedes any and all previous discussions,



proposals, or agreements, if any, between the parties with respect to the subject matter hereof.

- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.
- C. Limitation of liability shall be according to PUR 1000-20 as modified in the Master Contract.
- D. This Participation Agreement is binding on the parties and their successors and assigns.

**Participant's  
Name:** \_\_\_\_\_

**Select One:** ☐ Agency Participant ☐ Local Government Participant

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **SECTION ONE – DEFINITIONS AND ACRONYMS**

##### **1.1 Definitions**

1. “Agency” means any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, state attorneys, Public Defenders, the Capital Collateral Regional Counsels, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch.
2. “Agency Participant” means any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, State Attorneys, Public Defenders, the Capital Collateral Regional counsel, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch. This definition includes any “participant or contract participant” except for Local Government participants.
3. “Application” means a shorter form of application program. An application program is a program designed to perform a specific function directly for the user or, in some cases, for another application program. Applications use the services of the computer’s operating system and other supporting applications. The formal requests and means of communicating with other programs that an application program uses is called the application program interface (API).
4. “Business Days” means Monday through Friday, inclusive, except for holidays declared and observed by the State or federal government.
5. “Business Hours” means 8 AM to 5 PM on all business day.
6. “Calendar Days” means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.
7. “Charge Card” means a card issued to customers by a store, bank, or other organization, used to charge purchases to an account for later payment.
8. “Confidential Information” means documents and electronic information that is confidential or exempt under section (s.) 119.07 (1), Florida Statutes (F.S.), Article I, Section 24, of the Florida Constitution, or pre-empting federal law.
9. “Contract,” unless indicated otherwise, means the contract awarded to Contractor under DFS ITN 11/12-17.
10. “Contract Manager” means, for the Department and Participant Contract Managers further defined below, the person who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. For the Contractor’s Contract Manager, means the person who is the primary contact or the Department and Participant Contract Managers.

11. "Contractor" unless indicated otherwise, means a business entity to which a Contract has been awarded by the Department. This may also be referred to as "Provider or Vendor". Terms may be used interchangeably.
12. "Credit Card" means a card having a magnetic strip, issued by a bank or business authorizing the holder to buy goods or services on credit.
13. "Customer" means person or entity that is making a payment for a fee for goods, services and information.
14. "Dashboard" means a method created to pull together information to support managers at any level in an organization and provide the quick overview that decision makers need to monitor the health and opportunities of the business. These can be in electronic format either web-based or other report format. The Dashboard must include the data in the reports that are required at both the Participant level and the consolidated statewide level, on the attached list, including at least the following:
  - (a) Strategic information: focuses on high level measures of performance and forecasts, if applicable, and provides static snapshots of payment card and ACH transaction data (daily, weekly, monthly, and quarterly, etc.) that are not constantly changing or monitored
  - (b) Analytical information: includes more context, comparisons, and history over periods to be set in the Department's Implementation Plan, along with the payment card and ACH transaction data, such as drilling down into the underlying details and system availability.The final elements of each will be developed in the Department's Implementation Plan.

A Dashboard Schedule will be provided by the Department Contract Manager.
15. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.
16. "Debit Card" means a card having a magnetic strip authorizing the holder to buy goods, services, and information used in cash transactions, but which is not a Credit Card.
17. "Deliverable" means all results, items and/or materials representing goods and Services, provided, prepared and delivered or to be delivered to the Department or a Participant in the course of performance under this Contract of the Services by the Contractor. Deliverables shall be more specifically described in definable verifiable detail in the Scope of Work and Participant Implementation Plans.
18. "Department" means the Department of Financial Services (DFS) or Chief Financial Officer (CFO) except where the Department is in the role of Participant. Terms may be used interchangeably.
19. "Department Contract Manager" means The Contract Manager for Treasury's ePayment Services who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. Further, the Contract Manager is to provide oversight to the project management processes as well as quality assurance of the deliverables and work products produced at various stages of the project.

20. “Department’s Implementation Plan” means the Department’s plan developed by the Department and the Vendor, used to manage the Contract by providing the structure to monitor the elements and deliverables with the Vendor and Participants.
21. “eCheck or ACH” a means of making an electronic payment over the internet using a checking or savings account as the monetary funding vehicle.
22. “ePayment” means a payment made over the internet, Telephone or at the Point of Sale using a Debit Card, Credit Card, Charge Card, ACH, electronic check or EFT.
23. “ePayment Collection Solution” means processing options providing for the collection of electronic payments over the Internet. Options include:
  - i. Gateway: A solution for Participants that collect all end-user and payment information on their website and pass payment details to the Vendor for payment processing, authorization and settlement. All end-user and payment information is collected and stored on the Participant’s site.
  - ii. Partially Hosted Gateway: A solution for Participants that want to collect end-user information on their site then pass the end-user to the Vendor’s site for payment check-out. Additional features allow a participant to choose from a one-time pay or an enrolled payment feature. All payment information is collected and stored on the Vendor’s site, with payment details remitted back to the Participant’s business system.
  - iii. Fully Hosted Gateway: A solution fully developed for the Participant and hosted by the Vendor redirecting the end-user via a URL from the Participant’s Internet site to the Vendor’s site. End-user and payment details are collected, processed and stored on the Vendor’s site.
24. “Enterprise ePayment Collection Solution” means a Vendor’s solution that permits each individual Agency Participant-Level ePayment project/application to collect and store business process details while communicating with the Participant’s business system through standardized transmissions sending and receiving Agency data fields and/ or payment details.
25. “Local Government Participant” means a unit of local government, including a municipality, special district, or board of county commissioners or other governing body of a county, a consolidated or metropolitan government, and any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections.
26. “Merchant” used in the context of this solicitation and contract, means any Participant set up to accept card brand payments.
27. “Participant Contract Manager” means The Contract Manager for Participants’ ePayment Services who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. Further, the Contract Manager is to provide oversight to the project management processes as well as quality assurance of the deliverables and work products produced at various stages of the project.

28. "Participant or Contract Participant" means any State Agency, Judicial Branch or Local Government that signs an agreement to participate in the ePayment contract. The Participant is also known as the Merchant.
29. "Participant's Implementation Plan" means the plan used to gather the requirements for the Participant-Level project during implementation.
30. "Participant-Level" means the lowest level unit or section within an Agency Participants Bureau or Division having unique business needs to transact electronic payment business and keep data uniquely segregated.
31. "Participation Agreement" means a merchant level agreement that makes the Participant a party to the ePayment contract.
32. "Payment Card" means a Credit Card, Charge Card, or Debit Card that is accepted by Agency Participants and Local Government Participants for the payment for goods, services, and/or information.
33. "Payment Card Organization Rules" means payment card policies/rules requiring Merchant/user compliance.
34. "State" means the State of Florida.
35. "State Data" means any data or information of or concerning the State, Department or Participants that is provided to or obtained by the Contractor or Contractor personnel in connection with the negotiation and execution of the Contract or the performance of the Contractor's obligations under the Contract, including any such data and information that either (i) is collected or processed by Contractor personnel in the performance of the Contractor's obligations under the Contract, including data processing input and output, performance measurements, asset information, reports, third party service and product Contracts, and the Contractor's charges to the Participants, or (ii) resides in or is accessed through the Participant's operating environment or the Contractor's Service delivery infrastructure; as well as any data and information derived from the foregoing. This may also be referred to as "Data". Terms may be used interchangeably.
36. "Shared Data" means any data or information of or concerning the State or the Department that either is created or generated by Contractor personnel in the performance of the Contractor's obligations under the Contract, including third party service and product contracts in accordance with Payment Card Organization Rules or other applicable requirements.
37. "Vendor" unless indicated otherwise, means a business entity to which a Contract has been awarded by the Department. This may also be referred to as "Provider or Contractor". Terms may be used interchangeably.

## **1.2 Acronyms**

1. "ACH" Automated Clearing House
2. "AOC" Attestation of Compliance
3. "DOR" Florida Department of Revenue
4. "DOT" Florida Department of Transportation
5. "DSS" Data Security Standards
6. "EFT" Electronic Funds Transfer
7. "eCheck" Electronic Check
8. "ePayment" Electronic Payments

9. "F.A.C." Florida Administrative Code
10. "F.S." Florida Statutes
11. "FTP" File Transfer Protocol
12. "HTTPS" Hypertext Transfer Protocol Secure
13. "IPSec" Internet Protocol Security
14. "IVR" Interactive Voice Response
15. "NACHA" National Automated Clearing House Association
16. "NSF" Non-Sufficient Funds
17. "PCI" Payment Card Industry
18. "POS" Point of Sale
19. "SOAP" Simple Object Access Protocol
20. "SSAE" Standards for Attestation Engagements Statement
21. "SSL" Secure Sockets Layer
22. "SSH" Secure Shell
23. "TLS" Transport Layer Security
24. "VPN" Virtual Private Network

## **SECTION 2: SCOPE OF WORK**

### **2.1 ePayment Collection Solution and Design**

1. The Vendor must transition or provide for the implementation of current Participants (Agency Participants and Local Government Participants) into the new contract providing services and ongoing support for any Participant desiring to use this contract.
2. The Vendor must provide Agency Participants and Local Government Participants with ePayment services for ePayment Collection Solutions, POS operations and Merchant services. This shall include a suite of electronic payment options that permit consumers and businesses to conveniently and easily pay for goods and services via the internet, by phone or at the point of sale using a Credit Card, Debit Card, Charge Card or checking/savings account.
3. For Agency Participants, the Vendor shall provide a web-based Enterprise ePayment Collection Solution option. The enterprise solution should standardize transitioned and new ePayment implementations. Within the first 12 months of the Contract the Contractor will survey Agency Participants under the previous contract and provide the Department a proposed enterprise solution option that enables each Agency at its individual Participant-Level to collect and store business process data while communicating with and updating the Participant's business system through standardized transmissions. As the solution must be capable of capturing all the requirements specified in this Scope of Work, the solution must detail any functional equivalents being offered in place of requirements that cannot be provided in the manner described within this Scope of Work.
4. The Vendor shall provide additional ePayment Collection Solution options, if it is determined, by the Department, that an Agency Participant is unable to transition to an enterprise solution.

5. The Vendor shall work independently with Local Government Participants in selecting the best ePayment services provided in this contract to meet their business needs.
6. The Vendor will facilitate the following business processes for the Department of Revenue:
  - a) The Department of Revenue (DOR) receives approximately 38 billion dollars in total tax revenue annually for 57 tax revenue sources. The DOR offers an array of options for its customers to pay including the Internet, an IVR, gateways (IRS' Modernized e-File Program) and through commercial software vendors and transmitters. The Vendor must provide a solution(s) chosen by the Participant to include the following solution-specific requirements:
    - i. Creating a single end of day file per solution containing all transactions (ACH and debit/credit card) received via all options utilized by the DOR.
    - ii. Providing the DOR with a copy of the NACHA formatted file sent daily to the ACH network;
    - iii. Accepting and initiating widely used standard entry class codes (SEC) such as CCD, PPD, TEL, WEB.
    - iv. Accepting and initiating a zero dollar transaction with remittance data (not a pre-notification);
    - v. Accepting transactions from bank accounts stored in the "negative database";
    - vi. Providing the DOR and its customers the ability to cancel a previously scheduled payment;
    - vii. Providing the DOR and its customers the ability to inquire about a previously scheduled payment via an API request and response;
    - viii. Accepting data file containing user/customer information which may be used for account validation on fully hosted payment solutions; and
    - ix. In addition, the DOR contracts with a third party vendor who hosts many of the DOR's payment applications. This third party vendor collects payment transactions throughout the day and sends batch files containing ACH instructions as well as pertinent customer information. Vendor requirements specific to this process are as follows:
      - (1) Receiving multiple batch files at the end of each business day. On a peak day (1-2 times per month), a file may contain 35 - 40 thousand individual transactions. Each file contains multiple batches. Each batch contains transactions expected for a specific effective date (scheduled).
      - (2) Completing acceptance of transactions received via batch files prior to beginning the end of day process to capture any transactions that have effective dates for the next day. Batch files are sent from 5pm ET to 8pm ET.

- (3) Sending an acknowledgment for each batch file. Each acknowledgment must contain the number of accepted transactions, total dollar amount of accepted transactions and list any rejected transactions individually with the reason for rejection.
  - (4) Accommodating DOR's holiday schedule for processing transactions which may differ from the holiday schedule observed by the Federal Reserve.
  - (5) Converting effective dates in batch files to applicable processing dates to ensure transactions are sent through the ACH network to accommodate expected effective dates.
- b) The Department of Revenue is currently procuring services to develop a One Stop Business Registration portal to make it easier to start / create a business in Florida. The portal's design may be expected to utilize the services identified in this Contract to interface with the State's/Department of Revenue's payment application.
- 7. The Vendor must provide an ePayment Collection Solution for the Department of Transportation Florida Turnpike Enterprise / SunPass to collect tolls electronically from SunPass and TOLL-BY-PLATE customers. SunPass readers recognize vehicles equipped with a transponder and deduct the correct toll amount from the customer's prepaid account. SunPass has several electronic payment methods to replenish its customer's accounts and settle TOLL-BY-PLATE billing documents. SunPass currently utilizes proprietary roadside vehicle detection technology to classify and toll vehicles, in-house developed back office and customer account management systems to maintain accounts, and contracts in-house staff to develop and support these technologies.

In addition to accepting most major credit cards, on-line and over the phone, SunPass has partnered with several electronic payment partners to provide convenient cash payment services to customers through proprietary payment kiosks, retail cash registers and other payment acceptance channels. SunPass does not accept ACH but reserves the right to accept ACH.

SunPass is a Level 1 merchant. As such, all SunPass systems, networks, processes and organizations are required to achieve and maintain compliance to the PCI DSS. SunPass' software technical architecture employs a service based model using Simple Object Access Protocol (SOAP) based secure web services thus any integration of provided solutions must use this integration strategy. SunPass uses the Protobase distributed payment gateway solution to manage credit card authorizations and settlements. This system is tightly coupled to the customer account management systems; however, the current payment gateway uses standardized APIs (Application Programming Interface) allowing SunPass to change payment processors at any time.

- 8. Each Vendor's ePayment Collection Solution system must meet a 99.7 percent system availability during the initial year of the Contract and thereafter a 99.9



percent system availability measure, over a six-month period excluding scheduled down time subject to the force majeure provisions, and provide a report to the Department, that documents their system availability measure, monthly in the Dashboard within thirty (30) days after the end of each month.

## **2.2 Next Generation Solutions**

The Department will have the option of incorporating next generation ePayment Collection Solutions or options and the related costs will be added to the contract as they become available in the ePayment industry.

## **2.3 Electronic Payment Processing Types**

The Vendor shall provide the following electronic payment processing types:

1. Internet – Provide a full selection of electronic payment vehicles using PCI DSS certified gateway providers to complete internet payment transactions for the acceptance of Payment Card and ACH transactions. Payment card types include Discover, MasterCard, VISA, and American Express, and other mutually agreed upon payment card brands during the term of this Contract.
2. Replenishment services - SunPass application/system generates a recurring credit card transaction when the customer's account balance falls below the expected minimum balance. The Vendor must be capable of authorizing and settling recurring credit card transactions for the purpose of replenishment when the Department of Transportation, Florida's Turnpike Enterprise SunPass application system or other Participant desiring this service, sends the payment request.
3. Point of Sale - Provide a method to accept and process POS transactions. Provide either through purchase or lease/rental agreements, PCI approved POS equipment and supporting software. Provide initial equipment and supplies within five (5) to seven (7) business days of completed request and replacement equipment and supplies within three (3) business days of request subject to capacity/inventory availability.
4. Interactive Voice Response (IVR) - Provide a toll-free IVR solution with touch-tone recognition options at a minimum, and if available, speech recognition options; operating twenty-four (24) hours a day, seven (7) days a week; capable of interfacing with a Participant's business system; and available in additional languages other than English, but at a minimum Spanish. The Department reserves the right to add agreed upon additional languages during the term of this contract. The IVR solution must have the ability to transfer customers to a Participant's customer support call center and/or a Vendor's customer support service representative, Monday – Friday 8:00 a.m. to 5:00 p.m. ET. Associated IVR fees are identified in the Price Schedule.

## **2.4 Electronic Payment Transaction Types**

The Vendor shall provide the following electronic payment transaction types:

1. Debit and Credit Cards  
The Vendor must, consistent with this Contract, accept and process all Credit and /or Debit Cards with the appropriate American Express, Discover, MasterCard and VISA logos, and other mutually agreed upon payment card brands during the term of this Contract.

2. Charge Cards – The Vendor will accept and process agreed upon charge cards.
3. Electronic Check / ACH Payments  
The Vendor must provide for the acceptance of electronic checks. The solution, if selected by the Participant, shall assist in reducing the number of returns, prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's except as stated in a Participant's Implementation Plan, and check for duplicate payments by verifying the check number, payment date and account number.
4. The Vendor will provide a solution, if selected by the Participant, to support Internet eCheck guarantee services within twelve (12) months after contract effective date, or its functional equivalent, that will allow Participants to reduce the number of web-based eCheck returns.

## **2.5 Other Electronic Payments**

Additional electronic payment processing and transaction types or methods may be added to this contract and cost related to additional electronic payment types or method will be added as they become available in the industry.

## **2.6 Payment Card and Electronic Check Processing, Authorization and Settlement**

1. The Vendor will process, authorize and settle all payment card brands and ACH transactions agreed upon in the applicable Participant's Implementation Plan, based on the requirements in Section 2.1.8. These transactions will be processed via the Internet and at the Point of Sale. Transaction processing and authorization costs are included in the Price Schedule.
  - a) All proceeds of credit cards, charge cards, debit cards, and electronic checks (settlement) shall be delivered to the designated state bank account in accordance with 69C-4.004, Florida Administrative Code. Note: Transactions under the optional service, Dynamic Currency Conversion, are estimated for deposit at transaction initiation date plus four business days as determined by the Associations and Treasury Service provider to move and convert foreign currencies. The Dynamic Currency Conversion services may be utilized upon amendment to Chapter 69C-4.004, Florida Administrative Code to permit the four-day timeframe.
  - b) All Payment Card interchange, fees, dues, assessments or other applicable pass-through charges required by the Payment Card Organizations must be charged to the applicable Participant rather than the Department.
  - c) All ACH funds must be settled on the effective date, into Participants' designated bank accounts at a Qualified Public Depository, as per Chapter 280, F.S. For the purpose of ACH transactions under this Contract, the effective date is the settlement date.
2. The Vendor must capture authorization codes and/or authorization numbers for credit card transactions processed. The authorization codes and/or numbers must remain a part of the transactions and be provided electronically to the Participant's business application.
3. The Vendor must assign and/or accept a unique Participant-defined number to be included, in a field identified by the Vendor on the settlement transaction record,

- allowing for transaction identification and traceability, e.g. Merchant ID, project name, as provided by product design..
4. The Vendor is to have the capacity and resources availability to absorb the state's sizing requirements into its solutions and to scale up to meet the state's needs during the contract term referred to as performance and scalability. Thus, the Vendor's performance and scalability must exceed 150,000 Payment Card transactions per day upon initial Contract implementation go live, and the volume of other transactions, e.g., as indicated in Attachment F – Volumes, Equipment and ePayment Solutions; and allow for an increase in size, scope and complexity to meet a yearly estimate of a 2% increase in the number of transactions during the term of the Contract.
  5. The Vendor must provide and support the following Payment Card authorization, settlement and fraud prevention methods:
    - a) Card verification values;
    - b) Address verification;
    - c) Account updater;
    - d) Configurable limit fields allowing Merchant to set upper and lower charge amounts;
    - e) Automatic detection and avoidance of duplicate authorizations, refunds and settlements;
    - f) Refunds verified against original authorization;
    - g) Automatic detection of high-risk activity; automatic detection of high-risk activity means identifying suspicious transaction activity by using automated screening tools and decision systems to evaluate the risk of incoming payment card transactions and improve the accuracy of accept / decline decisions; employing skilled fraud analysts who will manually review and dispose of high risk cases.
    - h) Merchant Services support for answering fraudulent inquiries; and
    - i) Automated settlement notification.
  6. The Vendor must provide multiple cut-off times to accommodate Participant-level batching and settlement requirements as agreed to in the Participant's Implementation Plan.
  7. The Vendor must provide a solution which allows single Payment Card batch settlement processing for batch sizes greater than 99,999 transactions.
  8. Participants submit Payment Card or ACH batches containing high volumes of transactions that may overlap settlement cut-off times. Vendor must be capable of assisting with extending processing network hours to complete settlements and provide solutions to eliminate split batches as agreed upon in the Participant's Implementation Plan. Participants submit files/batches containing high volumes of Payment Card or ACH transactions that update back-end databases that may extend beyond the vendor's cut-off times. The Vendor must be capable of assisting in adjusting the processing network hours within product dictated timeframes when these files are in process to insure completion and provide solutions to eliminate split batches as mutually agreed upon in the Participant's Implementation Plan.

## **2.7 Payment Card Settlement Reconciliation**

1. The Vendor must provide the Department a daily settlement reconciliation file specific to merchant processing activity, by 9:00 am ET, but no later than 5:00 pm ET, containing details for all Agency Participants' settlement activity. There will be no costs to the Department for the daily settlement reconciliation file.
2. If a Participant has a need for a separate file for its own business process needs, a separate daily settlement file shall be provided containing only the Participant's settlement details. If a Participant, other than the Department request a daily settlement reconciliation file, then each Participant will be responsible for its transmission costs (set up, monthly fees, etc.) which are provided in the contract Price Schedule. The Department will not incur any costs for the transmission of the Agency Participant files.

## **2.8 Payment Card Chargebacks, Refunds and Adjustments, and eCheck /ACH Returns**

The Vendor must adhere to all chargeback rules and regulations published by applicable payment card brands utilized by the Department.

1. Transaction refunds, chargebacks, and/or adjustments processed for Participants must be debited or credited from/to Participants' designated bank account(s).
2. The Vendor must support the chargeback process from the time the Vendor is first notified through final resolution; at which time, the item is successfully resolved or the item is charged back to the Participant. Any chargeback fees and associated research fees will be included in the Price Schedule.
3. The Vendor must provide a web-based chargeback tracking/resolution tool or process available to the Participant that includes, but is not limited to, viewing chargeback details, reports, and ability to respond and resolve inquiries.
4. The Vendor must support the tracking and resolution of misapplied customer refunds and adjustments.
5. The Vendor must offer a solution which allows for real-time purchase alerts for past NSF returned check activity and duplicate payments on electronic check payments.
6. The Vendor must provide on-line transaction access to returned electronic check / ACH information, as provided by product design.

## **2.9 Reporting and Query Requirements**

1. Reporting and query capabilities are required for ePayment Collection Solutions, Point of Sale operations and Merchant services. The Vendor's solution must deliver robust reporting and query tools for the Department and Participants. The reporting and query tools must exhibit flexibility permitting the Department and the Participants to select from a full array of delivered and ad hoc reports that can be tailored to fit their individual needs, as provided by product design.
2. Product-Specific Reports and Queries:
  - a) Must be accessible electronically through the Internet and downloadable in a variety of formats, at least CSV, text, pdf and Excel, through the Participant's web-browser or securely interfaced into the Participant's business system and contain sufficient detail to reconcile payments;

- b) Must have user defined reporting and query capabilities available in a detailed hierarchical structure at the Department/State, Participant, Division and Project/Application level, to include Merchant, multiple Merchants, terminal IDs, and type of electronic payment;
- c) Must provide ad hoc query capability with the option to save a report for future use and be available by specific date ranges: daily, weekly, monthly, quarterly, annually and contain selected data fields;
- d) Must provide five (5) custom (non-delivered) reports that include data elements utilized in the solution chosen by the Department and applicable card organization data elements. These five reports are chosen at the discretion of the Department and at no charge. Pricing for additional custom reports above the five (5), requested herein, are included in the Price Schedule;
- e) Must provide the ability to restrict access to electronic reporting and inquiry through administrative rights, password protection, or other restrictions required by Participant;
- f) Must provide transaction details for chargebacks, refunds, adjustments, and statuses;
- g) Must provide online access to detailed and summarized transaction data for 13 months;
- h) Must be capable of rolling up the transaction volumes, amounts, returns, etc., to designated hierarchical levels by card type for location and payment types;
- i) Must be capable of querying and drilling down in real-time from summary reports to the details of the report;
- j) Must provide real-time web reporting of transactions from authorization through payment and reconciliation;
- k) Must provide semi-annual analyses and comparisons of the following:
  - i. Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc. analyses for each Participant.
  - ii. Comparison and trends of previous interchange rates as compared to new rates.
- l) Must provide a Dashboard to the Department with all requirements included for the reporting period as identified in the Department's Dashboard Schedule to be finalized in the Department's Implementation Plan. This can be in electronic format either web-based or other report format.
- m) Must provide a secure website access to or otherwise provide the Contractor's Statement on Standards for Attestation Engagements Statement (SSAE) 16, on a yearly basis within 60 days after being published by their independent auditors. It will be provided confidentially according to Master Contract section 7(h). The SSAE 16 will cover the State's fiscal year which ends June 30th. For any time during the fiscal year not covered in the SSAE16 the Contractor will provide a Bridge/Gap Letter or a follow-up on any outstanding items from its independent auditors or a functionally equivalent independent Federal Financial

Institutions Examination Council (FFIEC) standards certification related to data security.

**2.10 Convenience Fees**

1. The Vendor must assist the Participant in remaining compliant with convenience fee requirements. The Vendor must notify the Department and Participants of changes in the convenience fee regulations, as dictated by the payment card industry and all applicable state and federal laws and rules and provide notification to the Department and Participants thirty days (30) prior to the effective date of changes unless outside the reasonable control of the Vendor.
2. The Vendor must provide for the charging of a convenience fee on a transaction and shall be capable of combining and splitting the convenience fee from the transaction fee within Payment Card Organization Rules and applicable law.

**2.11 Billing**

1. The Vendor shall not debit the Treasury's Concentration Account for fees or charges, other than chargebacks, refunds, adjustments and electronic check returns, for Agency Participants.
2. The Vendor must provide each Agency Participant and Local Government Participant a monthly invoice, unless the Local Government Participant elects to have the Vendor debit its bank account. The Vendor's invoice will provide details on all contractual transaction costs resulting from the payment activity processed for the month and sent no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control. Billing shall be available at each Merchant ID, terminal ID number or location level enabling the Participant to identify associated expenses. Invoicing must provide for lower level costs to be rolled up to the highest level within the organization. Monthly billing/invoicing of fees to each Participant shall be the responsibility of the Vendor and contain such detail that the Participants can audit and approve payment of invoice with minimal need to contact the Vendor.

**2.12 Customer Support Service**

The Vendor shall provide the following customer support services for ePayment solutions, Point of Sale operations and Merchant services:

1. Account management support for payment processing and invoicing.
2. Real-time access to transaction detail.
3. Qualified support staff in adequate numbers and locations to meet the needs of the contract and required additional customer service/account managers during large system changes or when Participants have unexpected issues that need to be addressed timely.
4. Report Participant product use to the Department to enable monitoring the quality of customer and support service activities.
5. Escalation of Participant issues according to escalation procedures to resolve quickly and appropriately.

**2.13 Participant Training and Consultations**

1. During the first six (6) months of the Contract the Vendor must be available for a maximum of six onsite consultation events with the Department at the Vendor's expense, as requested in order to ensure a successful implementation of the Contract. These include any meetings required by section 2.15.1.
2. The Vendor must provide consultation to the Department up to twice per year at the Department's request and Participant training via conference call or webinars for all facets/areas of its ePayment solutions, Point of Sale operations and Merchant services. There shall be no Department and /or Participant expense for training and consulting.
3. Training services must include, but not be limited to:
  - a) A training program that will keep the Department and the Participants informed and up-to-date on current Payment Card Organization Rules, Payment Card Industry requirements and applicable state and federal electronic payment regulations;
  - b) POS equipment and software installations and use;
  - c) ePayment Collection Solutions offered by the Vendor;
  - d) Reporting tools;
  - e) Informing the Department and the Participants of efficiencies that may reduce expenses;
  - f) Informing the Department and the Participant of new or advanced technology innovations; and
3. Consultation services must include, but not be limited to: Weekly ongoing consultations with the Department via teleconference, e.g. discuss outstanding issues, project status, deliverables, etc. On-site Vendor consultation shall be provided up to twice per year at the Department's reasonable request.

#### **2.14 Electronic Payment Equipment and Software**

1. The Vendor must provide PCI approved POS equipment and software on a purchase, lease or rental basis. Inform Participants of equipment software upgrades and provide installation support. Equipment software upgrades for purchased, leased or rented equipment, supported under this contract, will be provided at no additional costs to the Participant. Terminal fulfillment is subject to capacity/inventory availability.
2. The Vendor must ensure the Participant's existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant. If new equipment is required, the Participant will purchase or lease the equipment at the contracted rate. If software upgrades are required on compatible equipment currently utilized by the Participant, software upgrades will be provided at no itemized cost to the Participant or Department.
3. The Vendor must repair and/or ship replacement POS equipment within three (3) business days of notice of failure. The Vendor may bill for shipping unless there is any error in the equipment being shipped, e.g., faulty or incorrect equipment.
4. The Vendor must provide supplies for Point of Sale equipment, e.g. terminals, printers, etc., at no cost to the participant. Shipping of the supplies will be charged according to subsection 3 above.

## **2.15 Electronic Payment Project Management**

1. Initial Statewide Contract Implementation
  - a.) The Department's Implementation Plan will be developed by the Department and the Vendor within 60 days after contract execution and will include the following:
    - i. Dashboard Requirements;
    - ii. Change Order Form;
    - iii. Participant-Level Close Out Summary; and
    - iv. Participant's Request for Product Upgrades, Modifications, and/or Enhancements.
  - b) New Participation Agreements for Participants within six months of contract execution.
2. New Participant-Level Project Implementation Management (Future Implementations)
  - a) The Vendor will provide, to the Department, both Local Government and Agency Participants information and statistics agreed upon in the Department's Implementation Plan, allowing for the management of the statewide contract as identified in the Dashboard Schedule.
  - b) The Vendor will consult with the Department and the Agency Participants that are approved by the Department to accept electronic payments. Together they will determine best solution to be implemented, gather requirements, and develop the Participant's Implementation Plan. Local Government Participants do not require Department approval and the Vendor will consult with them independently to determine requirements and best solution.
  - c) During the term of the contract, the Vendor must assign a project/implementation manager for each Participant-Level project; e.g., implementation of new system projects, conversion or expansion of existing projects. The project/implementation manager is the person designated responsible for the overall management of the project, authorized to make decisions and manage the allocation of resources on behalf of the Vendor.
  - d) Where necessitated by complexity or for gateway solutions, the Vendor must provide an implementation work plan, which does not contain requirements inconsistent with the capabilities of the product, for each Participant-Level project to implement new projects, convert or expand existing projects. The implementation work plan shall include a schedule of all activities, tasks, and deliverables from the date of the initial meeting of the proposed project through successful testing and implementation to final sign-off by the Participant. The Vendor will remain on schedule as indicated in the initial project implementation work plan with adjustments to schedule as necessary due to changes in scope. All revisions will be documented in the project implementation work plan.
  - e) The Vendor must provide an agreed to change order request plan to the Department for Participant-Level projects that identifies changes after the



project requirements have been gathered and approved by the Participant. The plan must describe where in the project development process changes can be requested and / or changed and when a change order request will incur cost(s). Any costs associated with change order requests are identified in the Price Schedule.

- f) Where necessitated by complexity or for gateway solutions where mutually chosen solution enables, at the close of each Participant-Level project, the Vendor should provide the Department and Participant a close-out summary of the Participant-Level project or a completed Participant's Implementation Plan to include:
  - i. Project purpose, description of the solution(s), project timelines, obstacles, and lessons learned;
  - ii. The Vendor will maintain a comprehensive list, during the term of the contract, of Participants implementation request for product upgrades, modifications and/or enhancements that were not available at implementation with the expected availability date, as product development is able to accommodate; and
  - iii. Issues identified during development and how they were resolved.
- g) Any implementation costs shall be charged to the participant for Participant-Level projects.

#### **2.16 Payment Card Industry / Data Security Standard Certifications and Requirements**

- 1. The Vendor products, solutions, etc., shall be PCI DSS certified and shall safeguard all transmitted, processed and stored data, particularly files that contain cardholder information, so as to be compliant with PCI DSS, individual Payment Card Organization Rules and applicable state or federal laws.
- 2. The vendor shall maintain PCI DSS accreditation and provide Attestation of Compliance (AOC) or proof thereof on a yearly basis and within sixty (60) days of issuance.
- 3. The Vendor will provide at no charge PCI DSS customer support and staff for expertise and guidance ensuring compliance with PCI DSS that will include, but not limited to the following:
  - a) Provide the Department and Participants with a plan to achieve PCI DSS compliance for Participant -Level project and make specific recommendations to ensure PCI DSS compliance is maintained.
  - b) Participate in PCI related meetings and conference calls at the request of the Department or Participant.
  - c) Provide PCI training to educate and inform the Participants on the importance of PCI and any changes/clarifications of the DSS.

#### **2.17 Management Escalation Procedures**

The Vendor must provide agreed upon escalation procedure or dispute resolution for the handling of all issues, incidents and problems, to include a detailed communication plan to all parties; e.g., Participant-Vendor, Vendor-Department, Vendor-Participant.

#### **2.18 Systems Requirements and Testing**

1. **Data Accuracy** - As a general performance measure the Vendor must maintain an average 99.9995% data accuracy level for ePayment transactions processed and/or transmitted during a six (6) month period. Data Accuracy means the degree to which the data delivered to the Contractor matches the processed data, based on the volume of inaccurate data reported by a Participant to the Department. Activities during a force majeure event are not counted in the Department's semi-annual measurement. The result of the measurement will not be provided to the Department as it is not tracked by vendor. The Department will provide an opportunity for Vendor to review the data used to calculate the measurement and respond regarding the metric.
2. **ePayment Collection Solutions** - The Vendor must provide the Participant with secure and up to date processing systems and equipment and provide upgrades, modifications, and/or enhancements to include the following secure network connectivity:
  - Support direct leased lines;
  - Support site-to-site secure VPN; and
  - Support IP-Address filtering and blocking.
3. The Vendor must provide the Department and Participants scheduled maintenance windows for maintaining and supporting operations as a part of the normal course of business. Routine maintenance shall be at the Vendor's expense. If the Vendor's solution requires routine maintenance, the maintenance must be performed within scheduled maintenance windows occurring during non-peak hours, e.g., 1 a.m. to 5 a.m. Any changes to the routine schedule must be electronically communicated to the Department and the Participants.
4. **Participant Project Testing Environment** - The Vendor shall provide the Participant a test environment that mirrors, but does not require a separate setup, the production environment. The test environment should be parallel to production environment including data connections, firewalls, and server environments. Testing will be supported by the Vendor in phases that will ensure operability and desired results in unit, system and acceptance testing and meet targeted production date and support/guidance for live testing.
5. **Data Transmission Security** - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL.
6. **Web Application Standards** – The Vendor must provide application programming interfaces agreed upon in the applicable Participant's Implementation Plan, using secure web application standards specific to web-based technology for application interface standards, e.g., OWASP and OASIS standards.
7. Provide to the Department and the Participant, written notice for changes to existing technology (e.g. equipment, software) currently being utilized by the Participant. Additionally, if the technological changes are known by the Vendor to be of a nature which will impact the Department's or the Participant's applications, the notice shall include an alert to such impact.

## **2.19 Data Management and Security**

1. The Vendor must maintain policies and procedures on who has access to secure data, how access is controlled and the daily operation and management of systems consistent with ePayment data management and security standards.
2. The Vendor must restrict access to unauthorized persons and maintain internal controls to monitor, detect, record, or log system access activity where relative to this Contract. The Vendor must notify the Department, within twenty-four (24) hours of being made aware of any unauthorized activity.
3. The Vendor will provide options to protect cardholder information in order to meet PCI DSS compliance as follows:
  - a) Truncation: the ability to eliminate all digits of a credit card number except the last 4 digits or the first 2 / last 4 digits;
  - b) Encryption: the ability to transform credit card information, by applying mathematically proven cryptographic methods, into unreadable data unless explicitly allowed; and
  - c) Tokenization: the ability to replace persistent credit card information in applications and databases with a token that can only be exchanged with a credit number when it is required.
    - i. At Point of Sale
    - ii. Upon Authorization

The needs of the State are for the Vendor to offer the processes listed above or a functional equivalent that provides for storing card information that protects cardholder information in order to diminish the Participant's PCI compliance obligations. The Participant electing any such option shall provide 180 days notice, to the Vendor and the Department, of its intent to elect an option. The Contractor will then provide the implementation go live within 180 days unless otherwise agreed to in the Implementation Plan.

4. The Vendor must provide access to the Participant's data by extending access to the Vendor's reporting tool for a period of twelve (12) months after contract cancellation, termination, or expiration. The Vendor must make all State and Shared Data accessible to the Department and identify any per Participant reporting costs associated with the access to such data in the Price Schedule.

## **2.20 Disaster Recovery**

1. The Vendor must provide annual certification, within sixty (60) days after the Contract anniversary date, of the existence and adequacy of its disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster. The certification or the SSAE must be executed by an independent auditor or regulator as to the successful performance of the annual Disaster Recovery test.
2. The Vendor will provide the order of succession for assigned officer and key staff that the Department works with in the regular course of business.
3. The Vendor will provide a process for notifying the Department when the Vendor's ability to do business with the Department or Participant has been compromised within four (4) hours, other than low priority minor impacts.

4. The Vendor must have an established secure back-up system for services and report delivery if the web-based system is unavailable. This back-up must be functioning within 24 hours of the occurrence during the initial year, and thereafter eight (8) hours of the occurrence. In the event the Vendor does not provide a functioning back-up system within eight (8) hours of occurrence, the department may assess sanctions described in the Deliverables.

### SECTION THREE – DELIVERABLES

The Department requires the following services and other forms of deliverables (Deliverables) related to the State of Florida's and local governments' ePayment services.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.1.3	For Agency Participants, the Vendor shall provide a web-based Enterprise ePayment Collection Solution option. The enterprise solution should standardize transitioned and new ePayment implementations. Within the first 12 months of the Contract the Contractor will survey Agency Participants under the previous contract and provide the Department a proposed enterprise solution option that enables each Agency at its individual Participant-Level to collect and store business process data while communicating with and updating the Participant's business system through standardized transmissions. The solution must be capable of capturing the requirements agreed upon between the Department and the Contractor	The Vendor has met the measure and has provided an Enterprise Solution as described in section 2.1.3 of the scope of work.	Within the first 12 months of Contract execution	If the Vendor has not proposed an Enterprise Solution within the first 12 months of the contract, the Vendor's client team will create a corrective action plan at their expense and present it to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	as specified in this Scope of Work, the solution must detail any functional equivalents being offered in place of requirements that cannot be provided in the manner described within this Scope of Work.			
2.1.8	Each Vendor's ePayment Collection Solution system must meet a 99.7 percent system availability during the initial year of the Contract and thereafter a 99.9 percent system availability measure, over a six-month period excluding scheduled down time, and provide a report to the Department, that documents this measure, monthly in the Dashboard within thirty (30) days after the end of each month.	The Vendor has met the measure and has provided documentation as described in section 2.1.8 of the scope of work.	Within thirty (30) days after the end of each month	If the Vendor fails to timely provide the report or the Vendor's report does not meet this measure, the affected Participant or the Department may withhold payment (excluding payment card pass-through charges Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance according to its next monthly report. These costs can be offset in a Participant's subsequent invoice.
2.3.1	Provide a full selection of electronic payment vehicles using PCI DSS certified gateway providers to complete internet payment transactions for the acceptance of payment card types and ACH transactions as described in	Vendor offers internet payment vehicles describe in section 2.3.1 of the scope of work and uses such certified providers.	Continuous, from the first day of the Contract	If the Vendor no longer offers the internet payment vehicles, provided in the scope of this contract, or has not used such certified gateway providers a corrective action plan will be created by the Vendor's client team at their expense and

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	section 2.3.1 of the scope of work.			presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.3.2	Replenishment services - The Vendor must authorize and settle recurring credit card transactions for the purpose of replenishment when the Department of Transportation, Florida's Turnpike Enterprise SunPass application system or other Participant desiring this service, sends the payment request.	Vendor processed recurring credit card payments for the purpose of replenishment as specified in sections 2.3.2 and 2.1.7 of the scope of work.	Continuous, once requested by a Participant	If the Vendor is not capable of accepting and/or processing recurring credit card payments for the purpose of replenishment, the affected Participant may withhold transaction processing costs (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance. These costs can be offset in a Participants subsequent invoice.
2.3.3	Point of Sale - Provide a method to accept and process POS transactions. Provide either through purchase or lease/rental agreements, PCI approved POS equipment and supporting software. Provide initial equipment and supplies within five (5) to seven (7) business days of completed request and	Vendor has satisfactorily met the equipment and software needs, specified in section 2.3.3, 2.14.1, 2.14.2 & 2.14.3 in the scope of work and within the agreed upon timeframe.	2.3.3 Within five (5) to seven (7) business days of completed request for initial equipment and supplies and within three (3) business days of completed request	If the Vendor has not met one of the requirements, the affected Participant will withhold payment for the requested equipment for the month(s) in which the equipment was not replaced, upgraded or received within the specified timeframe.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.14.1	<p>ship replacement equipment and supplies within three (3) business days of request subject to capacity/inventory availability.</p> <p>Provide PCI approved POS equipment and software on a purchase, lease or rental basis. Inform Participants of equipment software upgrades and provide installation support. Equipment software upgrades for purchased, leased or rented equipment, supported under this contract, will be provided at no additional costs to the Participant. Terminal fulfillment is subject to capacity/inventory availability</p>		<p>for replacement equipment and supplies subject to capacity/inventory availability.</p> <p>2.14.1 Continuous, from first day of Contract</p>	
2.14.2	<p>Ensure the Participant's existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant. If new equipment is required, the Participant will</p>		<p>2.14.2 Continuous, from first day of Contract</p>	



Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.14.3	<p>purchase or lease the equipment at the contracted rate. If software upgrades are required on compatible equipment currently utilized by the Participant, software upgrades will be provided at no itemized cost to the Participant or Department.</p> <p>Repair and/or ship replacement POS equipment within three (3) business days of notice of failure.</p>		2.14.3 Within three (3) business days of notice of failure	
2.3.4	Interactive Voice Response (IVR) - Provide a toll-free IVR solution with touch-tone recognition options at a minimum, and if available, speech recognition; operating twenty-four (24) hours a day seven (7) days a week; capable of interfacing with a Participant's business system; and available in additional languages other than English, but at a minimum Spanish. The Department reserves the right to add mutually agreed upon additional languages during the term of this contract. The IVR	Vendor has provided an IVR system that meets the functionality requirements described in section 2.3.4 of the scope of work.	2.3.4 Continuous, from first day of Contract	If the Vendor no longer offers the IVR system capability described in the scope or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	solution must allow the transfer of customers to a Participant's customer support call center and/or a Vendor's customer support service representative, Monday – Friday 8:00 a.m. to 5:00 p.m. ET.			
2.4.1	Debit and Credit Cards The Vendor must accept and process all Credit and /or Debit Cards with the appropriate American Express, Discover, MasterCard and VISA logos, and other mutually agreed upon payment card brands during the term of this contract.	1) Vendor has successfully accepted and timely processed all and fulfilled all requirements described in section 2.4.1, 2.4.2 and 2.4.3 of the scope of work.	Continuous, from first day of Contract	If the Vendor can no longer accept or process any of the payment types described in Section 2.4.1, 2.4.2 & 2.4.3 in the scope of work, or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.4.2	Charge Cards – The Vendor will accept and process agreed upon charge cards.			
2.4.3	Electronic Check / ACH Payments – The Vendor must provide for the acceptance of electronic checks. The solution shall assist Participants in reducing the number of returns, prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's and check for duplicate payments by verifying the check			

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	number, payment date and account number, to be predetermined during the implementation.			
2.4.4	The Vendor will provide Internet eCheck guarantee services in accordance with the applicable Regulation E or NACHA rule or the functional equivalent.	The Vendor has provided a solution to support Internet eCheck guarantee services as described in section 2.4.4 of the scope of work in accordance with the applicable Regulation E or NACHA rule.	Continuous, once requested by a Participant	If the Vendor is not able to support Internet eCheck guarantee services, the Participant will be allowed to obtain services outside the Contract.
2.6.1	The Vendor will process, authorize and settle all payment card brands and ACH transactions agreed upon in the applicable Participant's Implementation Plan, based on the requirement in Section 2.1.8. All funds authorized, excluding American Express must be settled as described in section 2.6.1 of the scope of work.	Vendor has processed, authorized, and settled funds into a QPD, based on the requirement in Section 2.1.8 within 48 hours of authorization and fulfills all requirements described in section 2.6.1 of the scope of work and section 215.322, F.S.	Continuous, from first day of Contract	The Vendor will compensate the Department or the Participant for settlements not deposited to the Participant's designated bank account within the specified timeframe the following formula applies: calculate the amount not deposited timely, times the average of the thirteen-week Treasury bill coupon equivalent rates reported in the four weekly auctions of the invoice period, times the number of days late, divided by three hundred sixty five (365). If funds are not deposited into a QPD, the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.6.2	The Vendor must capture authorization codes and/or authorization numbers for all credit card transactions processed. The authorization codes and/or numbers must remain a part of the transactions and be provided electronically to the Participant's business application.	The Vendor has captured authorization codes and/or authorization numbers for all transactions processed and has assigned and/or accepted a unique Participant-defined number to be included on the settlement transaction record, allowing for transaction identification and traceability, e.g. Merchant ID as required by sections 2.6.2 & 2.6.3 of the scope of work.	Continuous, from first day of Contract	If the Vendor is unable to comply with the provisions of section 2.6.2 & 2.6.3, the affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.3	The Vendor must assign and/or accept a unique Participant-defined number to be included, in a field identified by the Vendor, on the settlement transaction record, allowing for transaction identification and traceability, e.g. Merchant ID, project name, as provided by product design.			
2.6.4	The Vendor is to have the capacity and resources availability to absorb the state's sizing requirements into its solutions and to scale up to meet the state's needs during the contract term referred to as performance and scalability. Thus, the Vendor's performance and scalability must exceed 150,000 Payment Card	The Vendor has met the Performance & Scalability Measure and has provided documentation of Performance & Scalability Measures as described in section 2.6.4 of the scope of work.	Continuous, from first day of Contract	If the Vendor can no longer provide or support the performance and scalability requirements in Scope of Work section 2.6.4 or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	transactions per day upon initial Contract implementation go live, and the volume of other transactions, e.g., as indicated in Master Contract Attachment F – Volumes, Equipment and ePayment Solutions; and allow for an increase in size, scope and complexity to meet a yearly estimate of a 2% increase in the number of transactions during the term of the Contract.			The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.6.5	The Vendor must provide and support the following Payment Card authorization, settlement and fraud prevention methods: Card verification values; Address verification; Account updater; Configurable limit fields allowing a Participant to set upper and lower charge amounts; Automatic detection and avoidance of duplicate authorizations, refunds and settlements; Refunds verified against original authorization; Automatic detection of high-risk activity; Merchant Services support for answering fraudulent inquiries; and Automated settlement notification.	The Vendor has provided and supported the authorization, settlement and fraud prevention methods described in section 2.6.5 of the scope of work and in compliance with Payment Card Organization Rules	Continuous, from first day of Contract	If the Vendor can no longer provide or support the authorization, settlement and fraud prevention methods, described in section 2.6.5 or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.6.6	Provide multiple cut-off times to accommodate Participant-Level batching and settlement requirements as agreed upon in the Participant's Implementation Plan.	Vendor has provided multiple cut-off times to accommodate batching and settlement as described in section 2.6.6 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.7	Provide a solution which allows single Payment Card batch settlement processing for batch sizes greater than 99,999 transactions.	The Vendor has provided single batch processing for batches greater than 99,999 as described in section 2.6.7 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.8	Participants submit Payment Card or ACH batches containing high volumes of transactions that overlap settlement cut-off times. Vendor must be capable of assisting in adjusting the processing network hours, within product dictated timeframes, when these files are in process to insure completion and provide solutions to eliminate split batches as mutually agreed upon in the Participant's Implementation	The Vendor has provided assistance in adjusting processing network hours to complete settlements and provided effective solutions to eliminate split batches as described in section 2.6.8.	Continuous, from first day of go live of the Initial Implementation under the Contract	If the Vendor fails to offer a solution that will eliminate split batch settlements as described in section 2.6.8 and split batches occur more than two (2) times in a six (6) month period per affected Participant, then the Vendor will compensate the Participant based on the formula in section 2.6.1 for late settlements until the problem is resolved. This fee may be offset in a subsequent invoice.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	Plan			
2.7.1	Provide the Department with a daily settlement reconciliation file specific to merchant processing activity, by 9:00 am ET, but no later than 5:00 pm ET, containing details for all Agency Participants settlement activity. There will be no costs to the Department for the daily settlement reconciliation file.	Vendor has provided, to the Department, a Daily Settlement Reconciliation file, as described in section 2.7.1 of the scope of work, at the agreed upon time and at no costs to the Department.	Daily by 9:00 am ET, but no later than 5:00 pm ET	If Vendor has not provided the Department with the reconciliation file by 5:00 pm ET, there will be a charge of \$100 per business day credit to the Department. This fee may be offset in a Participant's (selected by the Department) subsequent invoice.
2.7.2	Upon Participant request, the Vendor shall provide a separate daily settlement reconciliation file containing only the applicable Participant's settlement details.	If requested by the Participant, the Vendor has provided a daily settlement reconciliation file, containing settlement details for that Participant only, by 9:00 am ET daily, as described in section 2.7.2 of the scope of work.	Daily by 9:00 am ET, but no later than 5:00 pm ET	If Vendor has not provided the Participant with the reconciliation file by 5:00 pm ET, the cost of the file for the day will be removed. This fee can be offset in a Participants subsequent invoice.
2.8	The Vendor must adhere to chargeback rules and regulations published by payment card brands utilized by the Department.	The Vendor has complied with the requirements to debit or credit transaction refunds, chargebacks, and/or adjustments from Participants designated bank accounts in compliance with Payment Card Organization Rules.	Continuous, from first day of go-live of the Initial Implementation under the Contract	Vendor will reverse incorrect entries within two (2) business days of notification. If incorrect entries result in a loss of revenue earnings, the Vendor will compensate the Participant for loss of revenue earnings based on the formula identified in Section 2.6.1 or any fees associated with the refund, chargeback or adjustment, whichever is applicable.
2.8.1	Transaction refunds, chargebacks, and/or adjustments processed for Participants must be debited or credited from / to Participants designated bank		Cure - Within two (2) business days of notification	

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	account(s).			
2.8.2	Support the chargeback process from the time the Vendor is first notified through final resolution; at which time, the item is successfully resolved or the item is charged back to the Participant.	Vendor has provided support and a tool for the monitoring, tracking and resolution of chargebacks, refunds and adjustments and ACH returns as described in section 2.8.2, 2.8.3 & 2.8.4, of the scope of work and in compliance with Payment Card Organization Rules and ACH regulations.	Continuous, from first day of go-live of the Initial Implementation under the Contract	Chargebacks will not be charged back to the Participant until the tracking / resolution tool is available.
2.8.3	Provide a web-based chargeback tracking/ resolution tool available to the Participant that includes, but is not limited to, viewing chargeback details, reports, and ability to respond and resolve inquiries.			
2.8.4	Support the tracking and resolution of misapplied customer refunds and adjustments.			
2.8.5	The Vendor must offer a solution which allows for real-time purchase alerts for past NSF returned check activity and duplicate payments on electronic check payments.	The Vendor has offered a solution which allows for real-time purchase alerts and online transaction access as described in section 2.8.5 & 2.8.6 of the scope of work.	Continuous, from first day of go-live of the Initial Implementation under the Contract	If ACH purchase alerts or online access is not available, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually
2.8.6	The Vendor must provide on-line transaction access to			



Section	Requirement	Performance Metric	Due Date	Financial Consequences
	returned electronic check / ACH information, as provided by product design.			agreed upon resolution.
2.9.1, 2.9.2 (a)-(f)	Product-specific reporting and query capabilities are required for ePayment Collection Solutions, Point of Sale operations and Merchant services. The Vendor's solution must deliver robust reporting and query tools for the Department and Participants. The reporting and query tools must permit the Department and the Participants to select from a full array of delivered and ad hoc reports that can be tailored to fit their individual needs, as provided by product design.	The Vendor has timely provided reports predetermined by the Participant and Department, using reporting and query tools and otherwise has met the reporting and query requirements as described in section 2.9.1, 2.9.2 (a-f) of the scope of work	Continuous, from first day of go-live of the Initial Implementation under the Contract	If the Vendor has not complied with the reporting and query requirements as described in section 2.9.1 & 2.9.2 (a-f) of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution.
2.9.2 (g) - (k)	g) Provide online access to detailed and summarized transaction data for 13 months; h) Provide rolling up the transaction volumes, amounts, returns, etc., to designated hierarchical levels by card type for location and	The Vendor has provided for the online access to data for 13 months and has provided for all requirements described in section 2.9.2 (g-k).	Continuous, from first day of go-live of the Initial Implementation under the Contract	If the Vendor can no longer provide 13 months of online access to data and in a manner as described in section 2.9.2 (g-k) of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	<p>payment types;</p> <p>i) Provide querying and drilling down in real-time from summary reports to the details of the report;</p> <p>j) Provide real-time web reporting of transactions from authorization through payment and reconciliation;</p> <p>k) Provide semi-annual analyses and comparisons of the following:</p> <p>i. Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc. analyses for each Participant.</p> <p>ii. Provide comparison and trends of previous interchange rates as compared to new rates.</p>			for an agreed upon resolution.
2.9.2 (1)	Must provide a Dashboard to the Department with all requirements included for the reporting period that are defined in the Department's Implementation Plan.	The Vendor has provided a mutually agreed upon Dashboard containing the required reports identified in the scope of work.	Due dates defined in the Department's Implementation Plan.	If the Vendor is unable to provide the dashboard, the Department will work with the vendor to resolve the non-compliance; a corrective action plan will be created by the Vendor's client team at

Section	Requirement	Performance Metric	Due Date	Financial Consequences
				their expense and presented to the Department for approval. The action plan will provide for an agreed upon resolution. If within a six (6) month period, the Department has two (2) incidents of non-compliance where the corrective action plan has not resolved the issue, the Department may terminate the contract.
2.9.2 (m)	Provide a secure website access to or otherwise provide the Contractor's Statement on Standards for Attestation Engagements Statement (SSAE) 16, or proof thereof on a yearly basis, within sixty (60) days after being published. The SSAE 16 will cover the State's fiscal year which ends June 30th. For any time during the fiscal year not covered in the SSAE16 the Contractor will provide a Bridge/Gap Letter.	The Vendor has provided for the requirements of section 2.9.2(m) of the scope of work.	No later than August 30 <sup>th</sup> of each year.	If the Vendor has not provided on a yearly basis, within sixty (60) day after being published, access to the required Statement on Standards for Attestation Engagements Statement (SSAE) or the Vendor has not provided the required Bridge/Gap letter. All Agency Participant fees (excluding payment card pass through fees - Interchange, dues and assessments, fines, penalties are considered pass-through charges) will be withheld until the deficiency has been resolved and approved by the Department.
2.10.1	Assist the Participant in	Vendor has notified and	Thirty days (30)	Affected Participants will

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	remaining compliant with convenience fee requirements. The Vendor must notify the Department and Participants of changes in the convenience fee regulations, as dictated by the payment card industry and all applicable state and federal laws and rules and provide notification to the Department and Participants thirty days (30) prior to the effective date of changes unless outside the reasonable control of the Vendor.	assisted the Department and Participants of changes in the convenience fee regulations, as described in section 2.10.1 of the scope of work and in compliance with Payment Card Organization Rules.	prior to the effective date of change	receive a \$100 credit per incident for not complying with section 2.10.1 requirement, unless it is determined by the Department that the non-compliance is outside the reasonable control of the Vendor. This credit may be offset in a Participants subsequent invoice.
2.10.2	The Vendor must provide for the charging of a convenience fee on a transaction and shall be capable of combining and splitting the convenience fee from the transaction fee within Payment Card Organization Rules and applicable law.	Vendor has provided a solution that allows for the charging of convenience fees, as described in section 2.10.2 of the scope of work and within the solution chosen by the participant and within Payment Card Organization Rules and applicable law.	Continuous, once requested by a Participant	If the Vendor can no longer provide a solution that allows for the charging of convenience fees as described in section 2.10.2 of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.11.1	The Vendor shall not debit the Treasury's Concentration	The Vendor has not debited the Treasury Concentration	2.11.1 No later than the	Vendor will reverse all fees debited to the Agency

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.11.2	<p>Account for fees or charges, other than chargebacks, refunds, adjustments and electronic check returns, for Agency Participants.</p> <p>The Vendor must provide each Agency Participant and Local Government Participant a monthly invoice, unless the Local Government Participant elects to have the Vendor debit their bank account. The Vendor's invoice will provide details on all contractual transaction costs resulting from the payment activity processed for the month and sent no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control. Billing shall be available at each Merchant ID, terminal ID number or location level enabling the Participant to identify associated expenses. Invoicing must provide for lower level costs to be rolled up to the highest level within the organization. Monthly billing/invoicing of fees to each</p>	<p>Account for fees and the Vendor has supplied each Participant with a detailed monthly invoice no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control.</p>	<p>30th of the following month</p> <p>2.11.2 Continuous, from the first day of the go live of the Initial Implementation of the Contract</p>	<p>Participant's Treasury Concentration Account. Vendor will not receive payment until corrected invoice is received and / or adjusted and no late fees will be assessed, if paid in accordance with Florida's Prompt Payment Law.</p>

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	Participant shall be the responsibility of the Vendor and contain such detail that the Participants can audit and approve payment of invoice with minimal need to contact the Vendor.			
2.12	Customer Service Support - The Vendor shall provide the following customer support services for ePayment solutions, Point of Sale operations and Merchant services:	Vendor has provided customer support services as described in section 2.12 (1-5) of the scope of work.	Continuous, from the first day of the go live of the Initial Implementation of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.12 subsection, in a 6 month period, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present to the Department for approval.
Subsection 2.12.1	Account management support for payment processing and invoicing.			
Subsection 2.12.2	Real-time access to transaction detail.			
Subsection 2.12.3	Qualified support staff in adequate numbers and locations to meet the needs of the contract and required additional customer service/account managers during large system changes or when Participants have unexpected issues that need to be addressed timely.			
Subsection	Reports Participant product uses			

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2.12.4	in the Dashboard to the Department to enable monitoring the quality of customer and support service activities on the due dates required by the Dashboard Schedule.			
Subsection 2.12.5	Escalation of Participant issues according to escalation procedures to resolve quickly and appropriately.			
2.13.1 & 2.13.3	During the first six (6) months of the contract the Vendor must be available for onsite consultations with the Department, as requested in order to ensure a successful implementation of the contract and provide weekly consultation with the Department via teleconference, or as requested.	Vendor has provided onsite consultations during the first six (6) months for a maximum of six onsite no-cost consultation events and has provided weekly consultations with the Department via teleconference.	Continuous, from the first day of the Contract and on a weekly basis during and after Initial Implementation	If the Vendor has not been available during the first six (6) months for onsite visits or weekly teleconference consultations when requested by the Department, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval or the Department may terminate the contract.
2.13.2 (a-g)	Provide consultation up to twice per year at the Department's request and training via conference call or webinars for all facets/areas of their ePayment solutions, Point of	Vendor has provided training and consultation for ePayment solutions and POS operations and Merchant services as described in section 2.13.1 & 2.13.2 (a-g) of the scope of work.	Continuous, from the first day of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.13 subsection, in a six (6) month period the Vendor's Client Team will create a mutually

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	Sale operations and Merchant services. There shall be no Department and /or Participant expense for training and consulting. Provide a training program that meets the requirements in section 2.13.1 & 2.13.2 (a-g).			agreed upon corrective plan at their expense and present it to the Department for approval.
2.14.4	The Vendor must provide supplies for Point of Sale equipment, e.g. terminals, printers, etc., at no cost to the participant. Shipping of the supplies will be charged according to subsection 2.14.3	Vendor has satisfactorily provided supplies at no cost as described in section 2.14.4 of the scope of work.	Continuous, from the first day of the go live of the Initial Implementation of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.14 subsection, within a six (6) month period, the Vendor's Client Team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval which may also include reimbursement of the shipping costs.
2.15.1 (a)	The Vendor must cooperate with the Department in developing the Department's Implementation Plan, which includes dashboard requirements, change order forms, participant-level close	Vendor has cooperated with the Department in the development of the Department's Implementation Plan.	Within 60 days of contract execution the Department's Implementation Plan was developed and in place with cooperation from the Vendor.	If the Implementation Plan is not developed within 60 days of contract execution, due to the Vendor's lack of cooperation, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant



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	out summary, and participant requests for product upgrades, modifications, and/or enhancements.			for approval. The action plan will provide for a mutually agreed upon resolution.
2.15.2 (a)	The Vendor will provide, to the Department, both Local Government and Agency Participants information and statistics agreed upon in the Department's Implementation Plan, allowing for the management the statewide contract.	Vendor has provided agreed upon annual statistics to the Department as described in section 2.15.2 (a) of the scope of work.	Due dates are defined in the Department's Implementation Plan	If the Vendor has not complied with providing the agreed upon annual statistics as described in section 2.15.2 (a) of the scope of work, the Department a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution or the Department may terminate the contract.
2.15.2 (b)	2. New Participant-Level Project Implementation Management (Future Implementations) - The Vendor will consult with the Department and the Agency Participants that are approved by the Department to accept electronic payments. Together they will determine best solution to be implemented, gather requirements, and	Vendor has determined the best electronic solution acceptable to the Participant as described in section 2.15.2 (b) of the scope of work.	Continuous, from the first day of the Contract and upon request from Participant	If Vendor has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.

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	develop the Participant's Implementation Plan. Local Government Participants do not require Department approval and the Vendor will consult with them independently to determine requirements and best solution.			
2.15.2 (c)	During the term of the contract, the Vendor must assign a project/implementation manager for each Participant-Level project; e.g., implementation of new system projects, conversion or expansion of existing projects. The project/implementation manager is the person designated responsible for the overall management of the project, authorized to make decisions and manage the allocation of resources on behalf of the Vendor.	Vendor has provided a project or implementation manager as described in section 2.15.2 (c) of the scope of work.	Continuous, from the first day of the Contract	If the Vendor has not provided a project or implementation manager a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract as to the affected Participant.
2.15.2 (d)	Where necessitated by complexity or for gateway solutions, the Vendor must provide a project implementation work plan for each Participant-Level project to implement new projects, convert or expand existing	Vendor has provided project implementation work plans which include all project deliverables and timelines as described in section 2.15.2 (d) of the scope of work.	Continuous, from the first day of the Contract and upon Participant request	If the Vendor has not provided project implementation work plans, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval.

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	projects. The project implementation work plan should include a schedule of all activities, tasks, and deliverables from the date of the initial meeting of the proposed project through successful testing and implementation to final sign-off by the Participant. The Vendor will remain on schedule as indicated in the initial project implementation work plan with adjustments to schedule as necessary due to changes in scope. All revisions will be documented in the project implementation work plan.			The action plan will provide for a mutually agreed upon resolution. After two (2) noncompliance events documented in a 12 month period the Department may terminate the contract.
2.15.2 (e)	The Vendor must provide an agreed to change order request plan to the Department for Participant-Level projects that identifies changes after the project requirements have been gathered and approved by the Participant. The plan must describe where in the project development process changes can be requested and / or changed and when a change order request will incur cost(s). Any costs associated with	The Vendor has provided a change order request plan, as described in section 2.15.2 (e) of the scope of work that identifies changes and associated costs, if any.	Continuous, from the first day of the Contract	If the Vendor has not provided a change order request plan, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution. After two (2) noncompliance events documented in a 12 month period the Department may terminate the contract.

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	change order requests are identified in the pricing schedule.			
2.15.2 (f)	Where necessitated by complexity or for gateway solutions, at the close of each Participant-Level project, the Vendor should provide the Department and Participant a close-out summary of the Participant-Level project or a completed Participant's Implementation Plan to include: Project purpose, description of the solution(s), project timelines, obstacles, and lessons learned; a comprehensive list, during the term of the contract, of Participant requests for product upgrades, modifications and/or enhancements that were not available at implementation with the expected availability date, as product development is able to accommodate; and issues identified during development and how they were resolved.	The Vendor has provided a Participant-Level close out summary for each project as described in section 2.15.2 (f) of the scope of work.	Continuous, from the first day of the Contract	If the Vendor has not provided more than two (2) close-out summaries within a six (6) month period, validated by the Contract Managers, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval. The action plan will provide for an agreed upon resolution.
2.16.1	The Vendor's ePayment Collection Solutions shall be protected as described in section 2.16.1 of the scope of work.	Vendor's products have protected data in compliance with PCI DSS standards and laws, provided PCI customer	2.16.1 Continuous, from the first day of the Contract	If it is determined by the Department that the Vendor is not PCI DSS compliant or has not provided PCI DSS

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2.16.2	Maintain PCI DSS accreditation protected as described in section 2.16.2 of the scope of work, on a yearly basis, within sixty (60) days of issuance.	support and provided Attestation of Compliance (AOC) or proof thereof, on a yearly basis as described in section 2.16.1 & 2.16.2 of the scope of work.	2.16.2 Within sixty (60) days of issuance	accreditation within sixty (60) days of issuance, the Department shall take appropriate action, up to and including termination of the contract.
2.16.3	Upon Participant demand, provide at no charge PCI DSS customer support and compliance staff for expertise and guidance ensuring compliance with PCI DSS requirements as described in section 2.16.3 of the scope of work.	Vendor has provided PCI customer support and compliance staff, as described in section 2.16.3 of the scope of work and according to the PCI/DSS standards.	Continuous, from the first day of the Contract	If Vendor has not met the requirement in section 2.16.3 of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
2.17.1	The Vendor must provide agreed upon escalation procedure or dispute resolution, determined in the Department's Implementation Plan, for the handling of all issues and problems, to include a detailed communication plan to all parties; e.g., Participant-Vendor, Vendor-Department, Vendor-Participant.	Vendor has provided agreed upon escalation procedures and communication plan for the handling of contract issues as described in section 2.17.1 of the scope of work.	As determined in the Department's Implementation Plan	If Vendor has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution at the Vendor's cost.

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2.18.1	Data Accuracy - The Vendor must maintain an average 99.9995% data accuracy level for ePayment transactions processed and/or transmitted during a six (6) month period. The result of the measurement will not be provided to the Department as it is not tracked by the vendor. The Department will provide an opportunity for Vendor to review the data used to calculate the measurement and respond regarding the metric.	Vendor meets the data accuracy level as describe in section 2.18.1 of the scope of work. The Department will perform a semi-annual measurement of data accuracy based on the volume of inaccurate data reported by a Participant to the Department.	Accuracy level – Continuous, from first day of Contract  Cure - three (3) months after the approved plan	If Vendor fails to maintain the data accuracy level for the six (6) month period, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department for approval. The Vendor will have three (3) months after the approved plan to meet the requirement or the Department may terminate the contract.
2.18.2	Vendor Processing Systems - The Vendor must provide the Participant with secure and up to date processing systems and equipment and provide upgrades, modifications, and/or enhancements to include the following secure network connectivity: Support direct leased lines; Support site-to-site secure Virtual Private Networks; and Support IP-Address filtering and blocking.	Vendor's processing system provides secure and up to date processing systems as described in section 2.18.2 of the scope of work.	Continuous, from first day of Contract  Cure - Within three (3) months after the approved plan	If Vendor fails to provide secure and up to date processing systems, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department for approval. The Vendor will have three (3) months after the approved plan to meet the requirement or the Department may terminate the contract.
2.18.3	The Vendor must provide the Department and Participants scheduled maintenance windows for maintaining and	Vendor has provided scheduled routine maintenance windows as described in section 2.18.3 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues

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	supporting operations as a part of the normal course of business. Routine maintenance shall be at the Vendor's expense.			and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance. This fee will be offset in the affected Participants subsequent invoice.
2.18.4	Participant Project Testing Environment - The Vendor shall provide the Participant a test environment that mirror, but does not require a separate setup, of the production environment. The test environment should be parallel to production environment including data connections, firewalls, and server environments. Testing will be supported by the Vendor in phases that will ensure operability and desired results in unit, system and acceptance testing and meet targeted production date and support/guidance for live testing.	Vendor has provided a test environment that mirrors a production environment for all testing requirements in section 2.18.4 of the scope of work.	Continuous, from first day of Contract	If the testing environment is not parallel and doesn't mirror the production environment the affected Participant will not be charged for any changes or modifications required as a result of this deficiency.
2.18.5	Data Transmission Security - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product	Vendor has met security protocol requirements agreed upon in the applicable Implementation Plan (based on the product chosen by the	Continuous, from first day of Contract	Based on the product chosen, the Participant may withhold monthly maintenance fee payments until security protocol is in place.

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	chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL	Participant) that safeguards data for each Participant-Level project as described in section 2.18.5 of the scope of work.		
2.18.5	Data Transmission Security - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL	Vendor has met security protocol requirements agreed upon in the applicable Implementation Plan (based on the product chosen by the Participant) that safeguards data for each Participant-Level project as described in section 2.18.5 of the scope of work.	Continuous, from first day of Contract	Based on the product chosen, the Participant may withhold monthly maintenance fee payments until security protocol is in place.
2.18.6	Web Application Standards – The Vendor must provide application programming interfaces agreed upon in the applicable Participant's Implementation Plan using secure web application standards specific to web-based technology for application interface standards, e.g., OWASP and OASIS standards.	Vendor has used agreed upon application programming interfaces as described in section 2.18.6 of the scope of work.	Continuous, from first day of Contract	Participant may withhold monthly maintenance fee payments until the Vendor provides agreed upon application programming interfaces.
2.18.7	Notification of System Changes - Provide to the Department and the Participant, written notice for changes to existing	Vendor has provided written notice for changes to existing technology that would impact the functionality of the	As occurs	In the event the Vendor does not provide written notice or alerts as described in scope section 2.18.7, a corrective



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	technology (e.g. equipment, software) currently being utilized by the Participant. Additionally, if the technological changes are known by the Vendor to be of a nature which will impact the Department's or the Participant's applications, the notice shall include an alert to such impact.	Department's or the Participant's applications.		action plan will be created by the Vendor's Client Team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution at the Vendor's cost, or the Department will terminate the contract.
2.19.1	The Vendor must maintain policies and procedures on who has access to secure data, how access is controlled and the daily operation and management of systems consistent with ePayment data management and security standards.	Vendor has maintained policies and procedures consistent with ePayment data management and security standards as described in section 2.19.1 of the scope of work and Master Contract section 7.	Continuous, from first day of Contract	If the Vendor does not maintain policies and procedures as described in scope section 2.19.1 & Master Contract, section 7 a corrective action plan will be created by the Vendor's Client Team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution at the Vendor's cost, or the Department will terminate the contract.
2.19.2 & Master Contract sections 7 & 30 (f)	The Vendor must restrict access to unauthorized persons and maintain internal controls to monitor, detect, record or log system access activity where	Vendor has restricted access to unauthorized persons and maintained internal controls as described in section 2.19.2 of the scope of work, and Master	Continuous, from first day of Contract  Within twenty-four	If the Vendor has not restricted access to unauthorized person(s) or has not notified the Department within twenty four (24) hours

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	relative to this Contract. The Vendor must notify the Department, within twenty-four (24) hours of being made aware of any unauthorized activity.	Contract sections 7 and 30 (f), which shall be no less stringent than AP&P 4-03, Information Technology Security Policy, or more stringent security standards if applicable, e.g., PCIDSS.	(24) hours of being made aware of any unauthorized activity.	of any unauthorized activity, where relative to the Contract, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.19.3	The Vendor will provide options to protect cardholder information in order to meet PCI DSS as follows: Truncation, as defined in section 2.19.3 of the Scope of Work; Encryption, as defined in section 2.19.3 of the Scope of Work; and Tokenization, as defined in section 2.19.3 of the Scope of Work. <ul style="list-style-type: none"> <li>• At Point of Sale</li> <li>• Upon Authorization</li> </ul>	The Vendor has provided options to protect cardholder information and meet PCI DSS as described in section 2.19.3 of the scope of work.	Continuous, once requested by a Participant	The Vendor will be subject to the remedies of applicable Florida law and PCI DSS. If an option is not provided within the time required in section 2.19.3, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department and Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.19.4	Exit Transition Assistance Plan: The Vendor must provide access to the Participant's data by extending access to the Vendor's reporting tool for a	At contract cancellation, termination or expiration, the Vendor has agreed to provide access to the Participant's data utilizing the Vendor's	Each of twelve (12) months after contract cancellation, termination or	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created by the Vendor's client team

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	period of twelve (12) months after contract cancellation, termination, or expiration. The Vendor must make all State Data and Shared Data accessible to the Department.	proprietary reporting tool as described in section 2.19.4 of the scope of work.	expiration.	and presented in person to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Vendor will refund any amount paid for this requirement and provide a mutually agreed upon alternative method of providing the required data, as described in 2.19.4 of the Scope of Work, to the participants.
2.20.1	The Vendor must provide annual certification, within sixty (60) days after the Contract anniversary date, of the existence and adequacy of their disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster. The certification or the SSAE must be executed by an independent auditor or regulator as to the successful performance of the annual Disaster Recovery test.	The Vendor has provided annual certification at an agreed upon date of the existence and adequacy of their disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster as described in section 2.20.1 of the scope of work.	Within sixty (60) days after Contract anniversary date.	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created by the Vendor's client team and presented in person to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Department will terminate the contract.
2.20.2	Disaster Recovery Response- Provide in advance the order of succession for assigned officer and key staff that the	The Vendor has provided updated information for key managers and staff to contact during a disaster as described in	2.20.2 Continuous, from first day of Contract	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created

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2.20.3	<p>Department works with in the regular course of business.</p> <p>Provide a process for notifying the Department when the Vendor's ability to do business with the Department has been compromised within four (4) hours.</p>	section 2.20.2 & 2.20. 3 of the scope of work.	2.20.3 Within four (4) hours of compromise.	(by the Vendor's client team) at Vendor's cost, and presented in person to the Department for approval.
2.20.4	The Vendor must have an established secure back-up system for services and report delivery if the web-based system is unavailable. This back-up must be functioning within 24 hours during the first year and thereafter eight (8) hours of the occurrence.	The Vendor has timely provided a functioning back-up system as described in section 2.20.4 of the scope of work.	Continuous, from first day of Contract  Within the hours of the occurrence as stated in 2.20.4.	The Vendor will compensate each affected Participant for loss of revenue earnings based on the formula identified in section 2.6.1.
Account Updater	The vendor must have no more than 3 documented credit cards that are erroneously not updated on a quarterly basis.	No more than 3 documented credit cards that are erroneously not updated on a quarterly basis.	Quarterly.	If the vendor has not met the requirement in full, a corrective action plan will be created by the vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Participant may terminate the service.
Account Updater	Implementation is 8 – 10 weeks after receipt of Request Form	Implementation is 8 – 10 weeks after receipt of Merchant signed	8 – 10 weeks after receipt of Request	If the vendor has not met the requirement in full, a

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	dependent on Agency resources to implement and Project plan.	Request Form dependent on Agency resources to implement and Project plan.	Form dependent on Agency resources to implement and Project plan.	corrective action plan will be created by the vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Participant may terminate the service.
Data File Manager	Data File Manager will allow Customer to create and generate customized raw data files containing summary or detailed information in connection with Customer's payment processing based on set up tools that are provided by BAMS in connection with the application. Data File Manager Services provide an application that allows Customer to access certain underlying payment processing data files directly in order to create, test and manage customized data file summary reports that can be uploaded to Customer's systems to perform reconciliation, reporting or other management functions. Custom reports created by Customer using the Data File Manager	Vendor has provided the data file manager service as needed by the customer.	As needed.	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	Services may be generated on a weekly, daily or as needed basis. Implementation – 6 – 8 Weeks after receipt of Request (assuming full client participation in implementation/testing).			
Data File Manager	Implementation is 8-10 weeks after receipt of Request Form dependent on Agency resources to implement and Project plan.	Vendor has implemented the Data File Manager product 8-10 weeks after receipt of Merchant signed Request Form in conformity with the specifications of the Data File Manager Addendum to the MSA.	8-10 weeks after receipt of Request Form in conformity with the specifications of the Data File Manager Addendum to the MSA.	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
Dynamic Currency Conversion	The Dynamic Currency Conversion (DCC) has provided the currency conversion product that is a secure and compliant credit card processing solution that provides businesses the ability to offer their international customers the choice to pay in their own currency or USD. With DCC, businesses will accept foreign MasterCard and Visa cards at the POS in traditional face-to-face transactions, as well as in	Vendor has accurately provided the currency conversion service in conformity with the specifications of the DCC Addendum to the MSA.	Continuous.	If the Vendor is not able to fully support Dynamic Currency Conversion, the Participant will be allowed to obtain services from another service provider.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	card-not-present (CNP) environments.			
Dynamic Currency Conversion	Implementation is 2-3 weeks after receipt of request (download to terminal required for POS installations). Note the deliverable timeframe is based on an order of 1 - 10 set ups; larger group orders to be implemented at mutually agreed upon timeframe.	Vendor has implemented the DCC product 2 - 3 weeks after receipt of request (download to terminal required for POS installations).	2 - 3 weeks after receipt of request (download to terminal required for POS installations).	If the Vendor is not able to fully support Dynamic Currency Conversion, the Participant will be allowed to obtain services from another service provider.
PayPoint	Vendor will provide Customer with a payment administration solution that allows Customer to use an internet based gateway to manage consumer payments and payment transaction data initiated and submitted via in-person, point-of-sale, payment kiosk, web based applications, customer representative assisted calls or interactive voice response ("IVR") channels. The PayPoint Services will enable Customer to (i) consolidate payment output files with the PayPoint Services posting file(s); (ii) review Consumer payment reporting; (iii) perform detailed Consumer payment	Vendor has provided a solution for a gateway for multiple payment solutions.	Continuous.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support PayPoint services, the Participant will be allowed to obtain services from another service provider.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	<p>research related to status, date tracking, time tracking, successful or negative payment results and payment reconciliation; (iv) review Consumer payment authorization and return processing information; (v) perform Consumer payment void and refund processing; (vi) track Consumer payment chargeback and settlement activity; (vii) apply notes to specific Consumer payments or transactions; (viii) process, single, recurring or ad hoc Consumer payments; (ix) set-up, access and manage multiple, individual Consumer accounts; and (x) add certain Customer personalization (e.g., Customer specific logo, color theme and/or text) to Customer's website and/or IVR (defined below), if hosted or provided by BAMS. Dependent on Agency depth of integration and resource constraints and requests for custom development.</p>			



Section	Requirement	Performance Metric	Due Date	Financial Consequences
PayPoint	Implementation is a minimum of 4 weeks (and can take up to 6 months) after receipt of Request Form.	Vendor has implemented the PayPoint product no more than 6 months after receipt of Merchant signed Request Form.	No more than 6 months after receipt of Request Form.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support PayPoint services, the Participant will be allowed to obtain services from another service provider.
TransArmor	The "TransArmor Services" will provide Customer with (a) encryption of point-of-sale data, including, historical transaction data, card number, and track 1 and track 2 magnetic stripe data, related to payments or non-monetary electronic transactions (e.g., loyalty transactions) when such data is uploaded and sent to BAMS for processing; and (b) tokenization of the authorization response	The Vendor will provide the service as agreed to and signed per the Merchant Request Form.	As agreed to and signed by the Vendor and Customer in the optional MSA	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support Transarmor services, the Participant will be allowed to

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	that BAMS provides to Customer in connection with processing the point-of-sale or non-monetary, electronic transaction data Customer submits by converting and replacing BAMS' authorization response data with a token value (a "Token"). BAMS will provide Customer with an encryption key that must be used to encrypt Card data upon upload for transmission to BAMS in connection with the TransArmor Services.			obtain services from another service provider.
TransArmor	Merchant Account Entitlement will be activated 5 – 7 Business days after the Request Form has been received.	Merchant Account Entitlement will be activated 5 – 7 Business days after the Merchant signed Request Form has been received.	5 – 7 Business days after the Request Form has been received.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support Transarmor services, the Participant will be allowed to obtain services from another service provider.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
TeleCheck	TeleCheck will provide Subscriber with its Internet Check Acceptance (ICA) electronic check based payment processing services that allow Consumers to initiate a payment via the Internet as an electronic fund transfer and accompanying warranty services ("ICA Services"). TeleCheck will credit each Warranty Transaction processed under this Agreement via electronic fund transfer as part of a batch credit to Subscriber's account.	The Vendor will provide the service as agreed to and signed by the Vendor and Subscriber in the TeleCheck Agreements.	As agreed to and signed by the Vendor and Subscriber in the TeleCheck Agreements.	If the Vendor is not able to fully support Internet eCheck guarantee services, the Participant will be allowed to obtain services from another service provider. Delivery SLA is for one to five set ups. Larger volume requests will be mutually agreed upon for fulfillment timeframes.
Telecheck	Services are to be implemented 7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	Vendor has implemented the services 7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	If the Vendor is not able to fully support Internet eCheck guarantee services, the Participant will be allowed to obtain services from another service provider. Delivery SLA is for one to five set ups. Larger volume requests will be mutually agreed upon for fulfillment timeframes.
MobilePay	Vendor will provide MobilePay Services in connection with the Wireless Services BAMS provides. The MobilePay Services will provide Customer	The Vendor will provide the service as agreed to with Merchant signed Request Form.	As agreed to by the Vendor and Customer in the optional MobilePay	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	with access to a mobile payment gateway that enables Customer to use a Wireless Services compatible, web-enabled mobile device with a data plan and web browser capable of processing XHTML Mobile Profile pages in order to: (a) log onto a secure website application, (b) enter certain consumer credit card transaction information for which it is prompted, (c) submit the transaction information to BAMS for processing, (d) receive an authorization or decline message for transactions submitted to BAMS for processing, (e) receive an electronic receipt for authorized transactions; and (f) send such electronic receipt to the consumer e-mail address(es) after the transaction is complete.		Addendum to the MSA.	team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
MobilePay	Implementation is 7 – 10 Business days after request Form Received - Card Reader and Welcome Email to be provided to the Merchant (in addition to the set up of the Merchant ID if needed – which	Vendor has implemented the services 7 - 10 business days after receipt of the Merchant Signed Request Form - Card Reader and Welcome Email to be provided to the Merchant (in addition to the set up of the	7 - 10 business days after receipt of the Request Form - Card Reader and Welcome Email to be provided to the	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	can be an additional 7 – 10 business days)	Merchant ID if needed – which can be an additional 7 – 10 business days)	Merchant (in addition to the set up of the Merchant ID if needed – which can be an additional 7 – 10 business days)	or Participant for approval. The action plan will provide for a mutually agreed upon resolution.



**State of Florida  
PUR 1000  
General Contract Conditions**

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**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.



**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.



Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**State of Florida  
PUR 1001  
General Instructions to Respondents**

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**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

**9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.



**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## ATTACHMENT F

### Volume, Equipment and ePayment Solutions

CONTRACT VOLUMES				
For period 01/01/2011 through 12/31/2011				
Transaction Count and Total Amount Collected				
	State Agencies		Local Governments	
Transaction Type	*Transaction Count	*Total Amount	Transaction Count	Total Amount
Visa	26,017,975	\$698,663,806	7,500,000	\$638,500,000
MasterCard	8,670,514	\$281,994,119	270,000	\$298,700,000
Discover	1,015,806	\$35,456,301	Not Available	Not Available
American Express	5,053,456	\$210,562,311	1,983,235	\$264,318,461
ACH	2,759,469	\$23,916,670,048	Not Available	Not Available
TOTAL	43,521,220	\$25,143,346,585	9,753,235	\$1,201,518,461
* Transaction Counts and Amounts are estimates				
Note: The Payment Card totals include the Department of Transportation Florida Turnpike Enterprise / SunPass transaction counts of 33,876,402 and transaction amounts of approximately \$698,000,000.				

EQUIPMENT, PROCESSING TYPES & VOLUMES		
Point of Sale	State Agencies	Local Governments
DIAL – Model T4210 & IP T4220	418	Not Available
WEDGES – MagTek mini	151	Not Available
WIRELESS – NURIT	1	Not Available
WIRELESS – 610	1	Not Available
Internet	41	Not Available
Interactive Voice Response	3	Not Available

ePAYMENT SOLUTIONS & VOLUMES		
Solutions	State Agencies	Local Governments
Full Gateway	15	Not Available
Partial Gateway	17	Not Available
Gateway Only	8	Not Available
IVR	3	Not Available
Batch	1	Not Available

	A	B	C	D	E	F	G	H	I	J
1	SOW	<b>ATTACHMENT B - PRICE SCHEDULE</b>								
2	Section									
3	2.6.1	<b>Transaction Authorization and Settlement Fees -</b>								
4		VS/MC/DS full service/Amex/Discover/Pin-debit transaction authorization		\$0.03						
5		Internet Settlement		\$0.00						
6		Point of Sale Settlement		\$0.00						
7										
8	2.6.1	<b>Transaction Related Fees</b>								
9		BAMS ACH Reject Fee/per ACH returned item		\$25.00						
10		Pin Debit Adjustment Fee/per item		\$3.00						
11		Paper Statement Fee/per statement mailed		\$0.00						
12		Voice Auth/ARU/per item		\$0.95						
13		ACH Deposit fee/Merchant Services		\$0.00						
14	2.10	<b>Convenience Fee Model</b>								
15		Absorbed Costs: Agency collects and keeps the convenience fee	\$0.35 per principal payment transaction for Virtual Terminal, Virtual Terminal with Stored Profiles, Integrated web Payments, and Basic Web Payments deployments or \$0.50 per principal payment transaction for Basic Bill Presentment, Advanced bill Presentment deployments, Basic and Advanced IVR deployments.							
16		Non-Absorbed: The Vendor collects and keeps the convenience fee.	Set by card rules and regulations. MCC code, average number of transactions, average dollar amount for the transactions, and associated costs.							
17		Non-Absorbed Implementation Costs, Transaction Fees, or Interchange Fees on the Principle Transaction		\$0.00						
18		Change Request Fee when the Application is in Production		\$175.0 per hour (refer to 2.15.1 and 2.15.2 programming fees)						
19										
20										
21	2.6.1	<b>Payment Card Transaction Fees - Interchange fees, assessments, PIN debit, etc.</b>								
22		Visa, MasterCard and Discover		Pass Through						
23		Interchange Dues and Assessments are subject to change by the Card Organizations and Debit Networks and will be reflected on invoices and statement as Pass Through charges. <b>Please refer to Interchange Charts for Visa/MasterCard and Discover in Florida Division of Treasury's website: <a href="http://fincasmy.org">fincasmy.org</a>. These charts are updated</b> on a regular basis by the Card Organizations) for detailed information on the card types that are submitted for processing and details of the rules regarding each fee. In addition to the current fees listed herein, Contract Participants shall be responsible for any and all Card Organization fees, fines, assessments and penalties, including any other pass through fees that may be created or charged by the card organizations and not specified elsewhere in this document.								
24	2.6.1	<b>Web Transaction Fees</b>								
25		PCG/RPO - Monthly transaction volume less than 25,000		0.18 per transaction*						
26		PCG/RPO - Monthly transaction volume more than 25,000 less than 50,000		0.15 per transaction*						
27		PCG/RPO - Monthly transaction volume more than 50,000 less than 100,000		0.12 per transaction*						
28		PCG/RPO - Monthly transaction volume more than 100,000		0.09 per transaction*						
29		Universal Global Gateway; Global Gateway e4; Compass; Cybersource; Skipjack - Monthly transaction volume less than 25,000		\$0.08 per auth*						
30		Universal Global Gateway; Global Gateway e4; Compass; Cybersource; Skipjack - Monthly transaction volume more than 25,000 less than 50,000		\$0.08 per auth*						
31		Universal Global Gateway; Global Gateway e4; Compass; Cybersource; Skipjack - Monthly transaction volume more than 50,000 less than 100,000		\$0.08 per auth*						
32		Universal Global Gateway; Global Gateway e4; Compass; Cybersource; Skipjack - Monthly transaction volume more than 100,000		\$0.08 per auth*						

[illegible]

	A	B	C	D	E	F	G	H	I	J
59	2.18.3	Maintenance Fees								
60		PCG/RPO - Web Monthly		\$225.00						
61		CIP Monthly Maintenance Fee		\$350.00						
62		RPO Call Center Monthly Maintenance Fee		\$500.00						
63		RPO Call Center Monthly Minimum Fee (May not be combined with other fees from other products)		\$2,500.00						
64		PCG Billing File Monthly Maintenance		\$100.00						
65		RPO MAM File Support Monthly Maintenance		\$275.00						
66		Universal Global Gateway, Global Gateway e4; Compass; Cybersource; Skipjack - Monthly Fee		\$25.00						
67	2.9	Reporting Fees								
68		Access to delivered on-line BAMS reports		\$495 per Agency per month						
69		Access to RPO and PCG reports		Included						
70		RPO/PCG File transmissions		Included						
71		Custom Report/File Development Fees		\$175 per programmable hour to create						
72		File Formats	The standard file formats described in our response are offered at no additional charge							
		File transmissions - We can work with the Department on development of file transmissions. Enhancement or development requests can be submitted by your Implementation Project Manager or your dedicated Account Manager to begin the process of defining the size and scale of request to ensure the most appropriate resources are assigned to your project.	Fee determined by scope of request							
73										
		Custom Report Development Fees - We can work with the Department on modification and/or customization of standard reports or development of new reports. Enhancement or development requests can be submitted by your Implementation Project Manager or your dedicated Account Manager to begin the process of defining the size and scale of changes to ensure the most appropriate resources are assigned to your project.	Fee determined by scope of request							
74										
		File Formats - We can work with the Department on modification and/or customization of standard reports or development of new reports. Enhancement or development requests can be submitted by your Implementation Project Manager or your dedicated Account Manager to begin the process of defining the size and scale of changes to ensure the most appropriate resources are assigned to your project.	Fee determined by scope of request							
75										
76	2.11	Billing								
		Non-debited or requested non-standard preparation and handling fees	1.002% of monthly statement amount							
77										
78										
79										
80	2.15	Implementation/Transition/Set-up Fees								
81		Transition Costs		NA						
82		Implementation Costs		See below						
83		RPO								
84		RPO Full Host Enrollment Implementation		\$2,000.00						
85		RPO Enrolled (IVR) Implementation		\$3,500.00						
86		RPO Fully Hosted One Time Pay		\$1,500.00						
87		RPO Gateway Mode Implementation		\$1,000.00						
88		RPO Batch Enrollment Implementation		\$1,000.00						
89		RPO OTP (Touch Tone) Implementation		\$3,000.00						
90		RPO Partial Gateway Enrollment		\$2,000.00						
91		RPO Partial Gateway OTP Implementation		\$1,500.00						
92		RPO Payment Entry (CSR) Implementation		\$3,000.00						
93		RPO Call Center Implementation		\$2,000.00						
94		RPO Call Center Warm Transfer to External Phone Number Implementation		\$750.00						
95		RPO Monthly Billing Account Fee		\$5.00						
96		RPO Additional Division Set up		\$550.00						
97		RPO Add ACH		\$500.00						
98		RPO Add Credit Card		\$500.00						
99		RPO IVR-Record Authorization		\$0.60						
100		RPO Negative Database Search		\$0.02						

	A	B	C	D	E	F	G	H	I	J
101		RPO Notification Letter		\$0.75						
102		RPO Notification Email		\$0.02						
103		RPO Notification Post Card		\$0.50						
104		CIP Additional Fields		\$0.10						
105		CIP Database File Upload		\$50.00						
106		Additional URL at Time of Implementation		\$1,000.00						
107		Batch Enrollment		\$1,000.00						
108		PCG								
109		PCG Shopping Cart Implementation		\$2,500.00						
110		PCG Touch Tone Implementation		\$2,500.00						
111		PCG Web Implementation		\$1,000.00						
112		PCG V+Link Implementation		\$1,000.00						
113		PCG V+Bills Enrolled Implementation		\$1,000.00						
114		PCG V+Portal Implementation		\$1,000.00						
115		PCG V+Relay Implementation		\$1,000.00						
116		PCG V+TPS Professional Voice		\$4,500.00						
117		PCG Monthly Billing Account Fee		\$5.00						
118		Set-Up Costs		NA						
119	2.8.2	Research Fees								
120		Standard day-to-day Research Fees		\$0.00						
121		Extensive Research/Reporting Fees		\$50.00 per hour						
122	2.8.2	Chargeback Fees								
123		Chargeback Fees		\$5.00 per item						
124	2.3.4	Call Center Service Fees								
125		RPO and PCG Support team and service is provided at no additional cost to the Participants.		\$0.00						
126		Merchant Services Business Hours(9 - 5:00 ET)		\$0.00						
127		After Hours (this would be the Merchant Services Technical Help Desk - 24-7)		\$0.00						
128		Merchant Services Monthly Minimum		\$0.00						
129		Merchant Services Per Call		\$0.00						
130		Merchant Services Toll Free Lines		\$0.00						
131		Merchant Services Implementation		\$0.00						
132		Merchant Services Telecommunication Pass-Thru		\$0.00						
133		Merchant Services Multiple Language Support		\$0.00						
134	2.15.1 & 2.15.2	Programming								
135		Programming Fee		\$175.00 per hour						
136		Customization Fee		\$175.00 per hour						



	A	B	C	D	E	F	G	H	I	J
137	2.3.3	Equipment Fees								
		Model Number and / or Name	Monthly Rental /Lease	Purchase						
138										
139		T7 Plus - Note: this product is no longer manufactured as of January 2012. We continue to support the product with the IMG of memory.	\$20.00	\$275 - Terminal is no longer available in inventory						
140		VX610 - We will continue to support Merchant owned terminals however if it is disabled it will require an upgrade replacement.	\$50.00	No longer being sold						
141		Terminal Relocation		\$0.00						
		PCG POS Encrypted Device - Dynamag Encrypted Swipe Device Hardware costs								
142				\$75.00 per unit, plus shipping; \$72.00 per unit, plus shipping, for bulk purchases of 100 or more units at one time; \$67.50 per unit, plus shipping, for bulk purchases of 500 or more units at one time)						
		PCG POS Encrypted Device - Dynamag Encrypted Swipe Device Magtek Magensa Encryption/Decryption Service		\$89.00 per unit per 12-month period*; (\$85.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 100 or more units at one time. \$79.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 500 or more units at one time)						
143										
		PCG POS Encrypted Device - IPAD Encrypted Swipe Device Pricing - Hardware Cost		\$285.00 per unit, plus shipping; (\$273.50 per unit, plus shipping, for bulk purchases of 100 or more units at one time \$256.50 per unit, plus shipping, for bulk purchases of 500 or more units at one time)						
144										
		PCG POS Encrypted Device - IPAD Encrypted Swipe Device Pricing - Magtek Magensa Encryption/Decryption Service		\$89.00 per unit per 12-month period*; (\$85.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 100 or more units at one time \$79.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 500 or more units at one time)						
145										
146		* Magtek Magensa Encryption/Decryption Service will be invoiced upon delivery of the IPAD/Dynamag device, and every 12 months thereafter. There is no refund of this annual fees should the client discontinue service prior to the end of a given 12-month period.								
147										
148		First Data Solutions - Proprietary (Rental Fees are billed for a minimum of 6 months)								
149		Model Code	Model Name	Product	Purchase	Rental				
150		FD	FD10	FD100 TI Terminal	\$ 225	\$ 17.92				
151		FD	TIWF1	FD100 TI WIFI Terminal	\$ 256	\$ 19.80				
152		FD	200T	FD200 TI Terminal	\$ 420	\$ 32.68				
153		FD	TIWF	FD200 TI WIFI Terminal	\$ 468	\$ 38.24				
154		FD	PRJ6	FD300 TI Terminal	\$ 402	\$ 31.30				
155		PR	J719	FD300TI WIFI Terminal	\$ 449	\$ 34.88				
156		FD	TIGS	FD400 TI GPRS Terminal **	\$ 568	\$ 44.04				
157		F4	TCDM	FD400 TI CDMA Terminal **	\$ 557	\$ 43.35				
158		FD	35PI	FD35 Pin Pad *	\$ 183	\$ 12.68				
159		FD	35ST	FD35 CounterTop Stand	\$ -	\$ -				
160		F1	OCPP	FD10C Pin Pad	\$ 103	\$ 8.02				
161		LP	OPCI	FD10 PCI Pin Pad	\$ 100	\$ 7.79				
162		* FD35 Pin Pad and stand must be leased/purchased/rented together. ** Wireless Terminal merchant should have \$15 Monthly Access per terminal								
163		Hypercom Solutions - Non Proprietary								
164		Model Code	Model Name	Product	Purchase	Rental				
165		HT	4210	Optimum T4210 Terminal	\$ 245	\$ 20.00				
166		HT	4220	Optimum T4220 Terminal	\$ 351	\$ 29.00				

	A	B	C	D	E	F	G	H	I	J
167			HC P906	\$9 PCI Compliant Pin Pad w/ 6 ft cable	\$ 144	\$ 11.21				
168			HC 9PCI	\$9 PCI Compliant Pin Pad w/ 16 ft cable	\$ 160	\$ 11.04				
169			HP 13PP	P1300 w/ 6 ft cable	\$ 107	\$ 8.38				
170			HP 1318	P1300 w/ 18 ft cable	\$ 111	\$ 8.61				
171		<b>Verifone Solutions - Non Proprietary</b>								
172		Model Code	Model Name	Product	Purchase	Rental				
173			DC 70DC	Vx570 Terminal	\$ 434	\$ 33.78				
174			NU GP50	Nuilt 8000/8020 GPRS PCI **	\$ 483	\$ 37.68				
175			VF 1PCI	1000 SE PCI Pin Pad	\$ 124	\$ 9.65				
176		* Wireless Terminal merchant should have \$15 Monthly Access per terminal								
177		<b>Micronode- Non-Standard Device requires Special Order</b>								
178		Model Code	Model Name	Product	Purchase					
179		P1	MICN	Datewire Micronode MN960-AS ****	\$ 398					
180		**** \$15 monthly maintenance fee applies; Micronode 1400 will be shipped on all Micronode 960 orders.								
181		<b>Other Products</b>								
182		Model Code	Model Name	Product	Purchase					
183			CM CRMT	Mini Micr 3800 Reader	\$ 200					
184			MA GPS2	Wedge Card Swipe (Tk 1, 2 & 3; White)	\$ 125					
185			MT WMIN	Magtek Mini USB Card Reader (Tk 1 & 2; White)	\$ 108					
186			ME XMDX	Magtek Excella MDX Card Reader	\$ 431					
187			MA GUSB	Magtek Mini USB Card Reader (Tk 1, 2 & 3; Blk)	\$ 113					
188			MG IPAD	Magtek IPAD Pin Pad	\$ 246					
189			TE MPUS	Magtek IPAD SC Pin Pad w/ Tempus MSR Key	\$ 300					
190			VI VPRX	VivoPay 4500 Contactless Reader	\$ 167					
191			VI VPOR	VivoPay 4500M with no cable	\$ 165					
192		Note: As equipment becomes obsolete we will offer the most closely related replacement at the then current minimum pricing.								
193		Special Order - DynaMag / Encrypted terminals			Purchase					
194		Magtek Dynamag-N-MAG21073062 - 21073062 Centurion Credit Card Reader-USB Keyboard emulation version			\$95					
195		Magtek Ipad-N-MAG30050200			\$269					
196		<b>New Technology</b> - Product under development - fee to be quoted at time of product introduction (Service fee - monthly or annual)			under development					
197		<b>FD Payment Software for Windows (Formerly ICVerify)</b>								
198		Model Code	Model Name	Product	Purchase					
199			IC VE40	ICVERIFY 4.0 Windows, new Single User	\$ 282					
200			IC 4NMU	ICVERIFY 4.0 Windows, New Multi User	\$ 351					
201			IC 4SUU	ICVERIFY 4.0 Windows, Single User Upgrade	\$ 145					
202			IC 4MUU	ICVERIFY 4.0 Windows, Multi User Upgrade	\$ 183					
203			IC 4WSU	ICVERIFY 4.0 Windows Setup	\$ 83					
204			IC 4ADU	ICVERIFY 4.0 Windows Additional User	\$ 83					
205			IC 4VAM	ICVERIFY 4.0 Valcode - Add MIDa	\$ 83					
206			IC 4VCM	ICVERIFY 4.0 Valcode-Change Merchant #/Processor	\$ 83					
207										
208										
209										
210										
211		<b>Replacement Terminals</b>								
212		Purchased Terminal Replacement - under 30 days from purchase			shipping fee only					
213		Purchased Terminal Replacement - under 100 days from purchase			\$ 100					
214		Purchased Terminal Replacement - over 100 days from purchase			\$ 188					
215		Rental Terminal Replacement			shipping fee only					
216		Premium Equipment Service Program/per Terminal/per Month (Service plan extension beyond standard warranty)			PESP	\$9.95				
217		All Terminal deliveries are charged shipping				\$35				
218		All supplies deliveries are charged shipping				At Cost				

	A	B	C	D	E	F	G	H	I	J
219		Encryption - Standard terminal encryption			No Charge					
220	2.7.2, 2.15.1 & 2.15.2	Telecommunication Fees: Applies to Frame Circuit or VPN								
221		OPTION 1								
222		MPLS Solution 128 k Port, 2 CISCO 2811(s) & analog out of band management								
223		Cisco 2811, dual ethernet ports (10/100), T1 WIC module & no dial module	Onetime	\$3,261.09						
224		Cisco 2811, dual ethernet ports (10/100), T1 WIC module & support for POTS dial as out of band management	One time	\$3,628.38						
225		Back up Site network Charge	Onetime	\$250.00						
226		Cables (2)	Onetime	\$20.00						
227		Shipping	Onetime	at cost up to a maximum of \$100						
228		Circuit	Circuit install waived for 4 existing FI DOT setup	\$0.00						
229		Circuit Install	New Installs	\$2,500.00						
230		Support - Monthly Charges (MPLS circuits to within 20 miles of carriers' POP, T1 local loop & 128K port (2) and Cisco 2811 monthly Maintenance (2)		\$690.16						
231		OPTION 2								
232		VPN Solution, 2 Cisco 2811(s) & analog out of band management								
233		One time Cisco 2811, dual Ethernet, 128 MB Flash/256 MB DRAM, IOS Encryption - >VPN-EP11-PLUS, 3DES, no WIC module & support for POTS (Plain Old Telephone Service) dial as out of band management		\$5,772.76						
234		One time Cisco 2811 dimensions (HxWxD) 1.75 x 17.25x16.4 in (44.5 x 438.2 x 416.6 mm); 1-RU Height		\$0.00						
235		One time Cables (2)		\$20.00						
236		Monthly - Cisco 2811 maintenance; FDCS Infrastructure costs		\$272.16						
237										
238		Other Fees: Itemized list of additional fees not included in this Pricing Schedule, e.g. licenses, professional services, or fees that do not apply to the above categories.								
239										
240										
241										
242										
243										
244										
245										
246		Telecheck Services: Services to be provided pursuant to an agreement between the Participants and Telecheck								
247		Verification								
248		Verification Services \$0 - \$5M in volume								
249			eC/Payment on Account/ Paper/ Lockbox/Mail Order/OD Verification Services	Lockbox Pre21					Check Cashing Verification Services™	E-Deposit Settlement only
250		Monthly Minimum Fee (per location)	\$16.00	\$96.00	Paper Check Verification Services \$15.00	YACBP Verification Services \$48.00	Remote Pay Verification Services \$45.00	\$15.00	\$30.00	

	A	B	C	D	E	F	G	H	I	J
251		Monthly Processing Fee - per 'B'IT To location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	
252		Transaction Fee	\$0.25	\$0.25	\$0.20	\$0.40	\$0.30	\$0.30	\$0.20	
253		CROC/Voice Auth Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	
254		Inquiry Rate (%)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
255		Setup Fee	n/a	n/a	n/a	FD Global Gateway \$100.00; Other Gateways \$100.00	Other Gateways \$100.00	n/a	n/a	
256		Verification / Transaction Maximum	n/a	\$25,000.00	n/a	ICV Verification \$2,500.00; CBP Verification \$5,000.00	n/a	n/a	\$25,000.00	
257		<b>Telecheck Lockbox Fees</b>								
258		<b>Warranty</b>								
259		Monthly Minimum Fee (per location)	\$15.00	\$15.00	\$15.00					
260		Monthly Processing Fee - per 'B'IT To location	\$5.00	\$5.00	\$5.00					
261		Transaction Fee	\$0.20	\$0.20	\$0.20					
262		CROC/Voice Auth Fee	\$2.50	\$2.50	\$2.50					
263		Setup Fee	n/a	n/a	n/a					
264		Inquiry Rate (%)	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 1.20% Medium Risk 1.40% High Risk 1.55%	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 1.05% Medium Risk 1.25% High Risk 1.40%	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk .85% Medium Risk 1.15% High Risk 1.30%					
265		Warranty Maximum	10x check average ticket	10x check average ticket	10x check average ticket					
266		<b>Existing Telecheck Services</b>								
267		<b>including Paper, ECA, ICA or CBP Warranty</b>								
268		<b>\$0 - \$1M in Annual Check Volume</b>								
269			Electronic Check Acceptance (ECA) or Paper Services Warranty	Internet Check Acceptance (ICA) Warranty	Check By Phone (CBP) Warranty					
270		Monthly Minimum Fee (per location)	\$25.00	\$145.00	\$145.00					
271		Monthly Processing Fee - per 'B'IT To location	\$5.00	\$5.00	\$5.00					
272		Transaction Fee	\$0.20	\$0.20	\$0.20					
273		CROC/Voice Auth Fee	\$2.50	\$2.50	\$2.50					
274		Setup Fee	n/a	\$250.00	\$250.00					
275		Inquiry Rate (%) B2B		2.30%	2.30%					
276		Inquiry Rate (%)	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 1.20% Medium Risk 1.40% High Risk 1.55%	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - B2B 2.55% Low Risk 2.55% Medium Risk 3.55% High Risk N/A	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 3.30% Medium Risk 4.05% High Risk N/A					
277		Warranty Maximum	10x check average ticket	\$2,500.00	\$5,000.00					
278		Cash Back fee (purchase transactions only)	n/a	n/a	n/a					
279										
280		<b>\$1,000,001 - \$5,000,000 in Annual Check Volume</b>								
281			Electronic Check Acceptance (ECA) or Paper Services Warranty	Internet Check Acceptance (ICA) Warranty	Check By Phone (CBP) Warranty					
282		Monthly Minimum Fee (per location)	\$25.00	\$145.00	\$145.00					
283		Monthly Processing Fee - per 'B'IT To location	\$5.00	\$5.00	\$5.00					
284		Transaction Fee	\$0.20	\$0.20	\$0.20					
285		CROC/Voice Auth Fee	\$2.50	\$2.50	\$2.50					
286		Setup Fee	n/a	\$250.00	\$250.00					
287		Inquiry Rate (%) B2B		2.15%	2.15%					

	A	B	C	D	E	F	G	H	I	J
288			See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 1.05% Medium Risk 1.25% High Risk 1.40%	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - B2B 2.40% Low Risk 2.40% Medium Risk 3.40% High Risk N/A	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 3.15% Medium Risk 3.90% High Risk N/A					
289		Inquiry Rate (%)	10x check average ticket*							
290		Warranty Maximum	\$2,500.00		\$5,000.00					
291		Cash Back (w/ purchase transaction)	n/a	n/a	n/a					
292		\$5,000,000 & Up in Annual Check Volume								
293			Electronic Check Acceptance (ECA) or Paper Services Warranty	Internet Check Acceptance (ICA) Warranty	Check By Phone (CBP) Warranty					
294		Monthly Minimum Fee (per location)	\$25.00	\$145.00	\$145.00					
295		Monthly Processing Fee - Per Bill To Location***	\$5.00	\$5.00	\$5.00					
296		Transaction Fee	\$0.20	\$0.20	\$0.20					
297		CROC/Voice Auth Fee	\$2.50	\$2.50	\$2.50					
298		Setup Fee	n/a	\$250.00	\$250.00					
299		Inquiry Rate (%) B2B		2.15%	2.15%					
300			See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk .95% Medium Risk 1.19% High Risk 1.30%	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 2.40% Medium Risk 3.40% High Risk N/A	See TELECHECK WARRANTY SERVICES AGREEMENT for risk classification definitions - Low Risk 3.15% Medium Risk 3.90% High Risk N/A					
301		Inquiry Rate (%)	10x check average ticket*							
302		Warranty Maximum	\$2,500.00		\$5,000.00					
303		Cash Back (w/ purchase transaction)	n/a	n/a	n/a					
304		<p>Telecheck notations: *To calculate this amount take the average amount of the clients check times 10, e.g check amount is \$25.00 times 10 = \$250. \$250.00 is the Warranty Maximum.</p> <p>**The rules of the National Automated Clearing House Association (NACHA), do not permit electronic conversion of any check over \$25,000.</p> <p>***To calculate this amount take the average amount of the clients check times 15, e.g check amount is \$25.00 times 15 = \$375. \$375.00 is the Warranty Maximum.</p> <p>****Bill To* refers to each bill that Telecheck sends out. If several locations billing rolls up to one location, only one Monthly Processing Fee will apply. If each location in a relationship receives their own billing, then the Monthly Processing Fee will be billed to each location.</p>								
305	2.6.5	Account Updater								
306		(North platform) Setup		\$2,500.00						
307		(Visa; MasterCard) Per Match		\$0.0125						
308		(Discover - Not offered today) Per Match		Priced at time of Availability						
309		(Charged on both Visa and MasterCard) Monthly Fee		\$12.50						
310		Monthly Minimum		\$0.00						
311										
312		TransArmor Tokenization								
313		Transaction Authorization		\$0.0185 per Auth						
314		Internet Settlement		0						
315		Point of Sale Settlement		0						
316										
317		DATA FILE MANAGER - Cash Management File								
318		Set up Fee - Per Designated Administrator of each management file	\$2,000							
319		Monthly Fee - per requested user ID	\$200							
320		Run Now File Fee (Optional report) - Monthly/per user ID	\$1,000							
321		Dynamic Currency Conversion (DCC)								

A	B	C	D	E	F	G	H	I	J
		Cross Border Interchange fees apply.	This product is an upgrade to the merchant's POS terminal or gateway that allows consumers the ability to choose to pay in their home currency when presenting a foreign card. The product represents a revenue opportunity for the State by sharing the conversion fee that would normally be paid to Visa. There is no cost to the State. This is an upgraded service offering.						
322									
323	PayPoint								
324		Transaction Fee	Description	Amount					
325		Consumer Payment Fee:	The amount charged for each consumer payment transaction that is processed using the PayPoint Services.	\$0.10					
326		Summary Presentation Fee:	The amount charged for each summary bill presentation transaction that is processed using the PayPoint Services.	\$0.10					
327		Virtual Terminal Fee:	The amount charged for each transaction that is processed using the PayPoint Services' virtual terminal functionality.	\$0.10					
328		IVR Fee:	The amount charged per minute for IVR services.	\$0.15					
329		Credit Card/Debit Card Fee:	The amount charged for each credit card or debit card (signature, PIN based or PINless) transaction that is processed using the PayPoint Services. When the Customer assesses a convenience fee in connection with a credit card or debit card payment, the primary payment and convenience fee are separate processing transactions and this fee is charged to process the primary payment and to process the convenience fee as independent transactions.	\$0.15					
330		eCheck Fee:	The amount charged for each eCheck payment transaction that is processed using the PayPoint Services. When the Customer assesses a convenience fee in connection with an eCheck payment, the primary payment and convenience fee are separate processing transactions and this fee is charged to process the primary payment and to process the convenience fee as independent transactions.	\$0.15					
331		Monthly Minimum Fee:	The minimum amount charged to Customer each month for processing transactions using the PayPoint Services. If the total Fees for any month are less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply for such month; and Customer will be billed for the difference between the Monthly Minimum Fee and the total transaction fees billed during the applicable month.	\$375.00					
332		Non-Transaction Fee	Description	Amount					
333		Set-Up Fee	The amount charged for initial setup and installation of the PayPoint Gateway Services.	\$5,000.00					
334		On-Site Training Fee	The amount charged each day to provide on-site training to Customer in connection with the PayPoint Services.	\$2,000.00					
335		Custom Development Fee	The amount charged per hour for any custom development requests that Customer and BAMS agree upon in connection with the PayPoint Services. Custom development requests will be subject to a separate evaluation process defining the parameters and deliverables for the project.	\$175 per hour					
336									
337	A maximum of ten applications (locations) can be loaded following this pricing structure. Loading of more than ten applications will require a custom pricing quote charged at the Custom Development Fee listed above (times the number of mutually agreed upon development hours. Pricing includes remote training via web meeting/conference call. Pricing does not include merchant processing fees. Standard eCheck processing includes passing transaction through to TeleCheck. For eCheck processing TeleCheck services are required and pricing is separate. For applications that charge convenience fees, two transaction fees will be incurred; one for the primary transaction and the second for the convenience fee.								
338									
339									
340	Mobile Pay								

[illegible]

# **TREASURY SERVICES-RPO, PCG, AND ACH FOR STATE OF FLORIDA**

**Negotiated Terms and Conditions**





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may be reproduced or published without permission.

## AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Client"). The Client has received this negotiated copy of Bank of America's Treasury Services Terms and Conditions Booklet (the "Booklet") and agrees to adhere to the Booklet. The Client agrees to use the Services in the manner described in and in compliance with the applicable User Documentation from Bank of America ("Bank") copies of which have been provided. The Services covered by the Booklet and the banks providing Services are listed on the accompanying List of Banks and Services, which we may change from time to time. Capitalized terms used in this Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Booklet.

After I sign below on behalf of the Client, the Client may from time to time request the Bank to provide any of the Services described in the Booklet. The Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms needed for implementation and the Client has successfully completed any testing or training requirements. The Booklet is part of the final Master Contract between the Client and the Bank, which governs the provision of Services including but not limited to, the modifications specifically noted herein.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, giving the Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Client.

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**Guidelines for completion:**

---

If Client is a:	Who must sign:
corporation .....	any authorized officer
limited liability company .....	all members, or any authorized officer*
partnership (general or limited).....	any general partner*
limited liability partnership .....	the managing partner*
sole proprietorship.....	the sole proprietor
governmental entity.....	the Chief Financial Officer or designee*

---

\* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. **Note that in most cases the Client must also complete the Certification form which follows.**

---

Dated: \_\_\_\_\_

---

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

---

[Signature of Authorized Representative]

---

[Print Name of Authorized Representative]

---

[Print Title of Authorized Representative]

---

[Signature of Witness]

The following addresses may be used for giving notices in connection with this Booklet except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Address for Client Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Address(es) for Bank Notices:

Bank of America, N.A.  
Documentation Management (CA4-706-04-07)  
P.O. Box 27128  
Concord, CA 94527-9904

Fax: (925) 675-7131

and, if filled in, the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

## Treasury Services Delegation of Authority Form

This form is optional and is to be used when you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization and Agreement form in the front of this Booklet.

By signing below, you authorize the incumbent of the specified position listed in Section A or each person listed in section B below, acting alone, to execute documents that we may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

---

**Guidelines for Completion:** Fill out **either** section A or section B, or both, depending on your needs.

- To delegate authority to any person holding a specific title, fill out section A.
- To delegate authority to specific individuals by name, fill out section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which you receive from us. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

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### A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

### B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

### CLIENT AUTHORIZATION

**Client Authorization Instructions:** The same person who signed the Authorization and Agreement for Treasury Services form must sign this Treasury Services Delegation of Authority form.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(ORGANIZATION'S/CLIENT'S LEGAL NAME)

\_\_\_\_\_  
[Signature of Authorized Representative]

\_\_\_\_\_  
[Print Name of Authorized Representative]

\_\_\_\_\_  
[Print Title of Authorized Representative]

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## INTRODUCTION

Thank you for choosing the Bank of America Corporation group of financial institutions for your worldwide treasury management business needs. We appreciate the opportunity to serve you. If you have any questions about our extensive array of treasury services (including the locations where each service is available) or about this Booklet, please contact your treasury services representative.

Capitalized terms used in this Booklet are defined in the Glossary. The terms “we”, “us” and “our” refer to each of the Bank of America Corporation subsidiary banks which provide you a particular Service under the terms of this Booklet. The terms “you” and “your” refer to each Client identified on the Authorization and Agreement for Treasury Services.

By signing and returning the Authorization and Agreement form in the front of this Booklet, you agree to the General Provisions section of this Booklet (which contains terms and conditions applicable to all Services), except that you agree to the Software License Section of the General Provisions only to the extent we provide you Software in connection with one or more Services. You also agree to those portions of the Treasury Services and Electronic Trade Services sections of this Booklet which contain the specific terms and conditions that relate to the Services we provide to you.

Whenever you use any of the Services covered by this Booklet, you agree to be bound by these terms and conditions, and to follow the procedures in the applicable Materials when using the Services.

## TREASURY SERVICES

We offer a wide variety of treasury services. Each Service has many features and options. Your treasury services representative will be happy to describe these to you and to recommend those that will best meet your needs.

A List of Banks and Services is enclosed with this Booklet. This list includes the names of each Bank of America Corporation subsidiary bank offering Services under this Booklet and the names under which we currently offer those Services. Please contact your treasury services representative at any time if you wish to receive an updated list.

### AUTOMATED CLEARING HOUSE (ACH)

This section applies only to ACH Services within the United States of America and does not apply to cross-border ACH transactions and other International Electronic Funds Transfers which are covered by the "Wire Transfers and International Electronic Funds Transfers" section in this Booklet.

Our ACH Services allow you to transfer funds to or from your accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with us.

We may send Entries to any ACH processor selected by us or directly to another bank. Each ACH Service is described in the applicable User Documentation. You authorize us to issue Depository Transfer Checks (DTCs), as instructed by you or as reasonably determined by us to be appropriate. The capitalized ACH terms appearing in *italics* below are defined in the NACHA Rules.

### COMPLIANCE WITH NACHA RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through the ACH network. You act as *Originator* and we act as *Originating Depository Financial Institution (ODFI)* with respect to Entries. You will deliver Entries to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

### AUTHORIZED PERSONS

Before using an ACH Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with such Service.

## SECURITY PROCEDURE

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Subject to the Master Contract, you agree to use the Security Procedure, if any, when you deliver Entries or Reversal/Deletion Requests to us which the parties shall review as part of the User Documentation. The purpose of the Security Procedure is to verify the authenticity of Entries and Reversal/Deletion Requests delivered to us in your name and not to detect any errors in the transmission or content of Entries. Each time you use a Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Entries and Reversal/Deletion Requests. You agree we may act on any Entries or Reversal/Deletion Requests after we have verified its authenticity through use of the Security Procedure.

## WARRANTIES

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Each time you use an ACH Service, (i) you warrant that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules, and (ii) you make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules.

## PAYMENT WITH RESPECT TO ENTRIES

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Subject to the Master Contract, we invoice or debit your account on the settlement date for credit Entries (including debit Reversals), unless you are prefunding your Entries. Prefunding means that you are required to pay for all credit Entries before the settlement date as we may specify. Subject to the Master Contract we may, at our discretion, with prior notice to you, require prefunding before we process your credit Entries. We are not obligated to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

You will pay us for the amount of any returned debit Entries (including rejected debit Entries), any adjustment Entries or any returned DTCs, which we have previously credited to your account. Such amounts shall be immediately due and payable. You agree that we do not need to send a separate notice of debit Entries or DTCs which have been returned unpaid. You may request reports containing information regarding returned debit Entries and DTCs.

## ACTING ON ENTRIES

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We send Entries to the ACH processor for settlement on the Effective Entry Date shown on the Entries, if we receive the Entries by the applicable processing deadlines specified in the User Documentation for the ACH Service being used. We may treat Entries that we receive for processing after a deadline as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file at the location specified in the User Documentation.

## REJECTION OF ENTRIES

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We may reject any Entry that does not comply with the requirements of this Booklet or the applicable User Documentation, including any ACH processing



limits described in the User Documentation, or that we are unable to verify through use of the Security Procedure. We may also reject any Entry that may be returned for any reason under the NACHA Rules or if you have breached your payment obligations for any ACH Service we provide to you.

Notice of rejection will be given to you by telephone, by electronic means, by facsimile or by mail within the time period specified in the User Documentation and will be effective when given. We are not liable for the rejection of any Entry and are not obligated to pay you interest for the period before you receive the notice of rejection. If an Entry is rejected for any reason, it is your responsibility to correct the Entry you intend to resubmit.

#### REVERSAL OR DELETION

We have no obligation to cancel or amend any Entry after we have received it. If you send us a Reversal/Deletion Request and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedure, we will make a reasonable effort to act on your Reversal/Deletion Request. We will not be liable to you if such Reversal/Deletion Request is not effected. You agree that we will not be liable in connection with any such Reversal/Deletion Request as provided in UCC 4A. Your obligations under this provision will survive the termination of any ACH Service.

#### PROVISIONAL PAYMENTS

You agree to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the *Receiving Depository Financial Institution (RDFI)* to the *Receiver* is provisional until the *RDFI* receives final settlement for the Entry. If final settlement is not received, the *RDFI* is entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Our payment of any debit Entry, returned credit Entry or credit Reversal is provisional until we receive final settlement for the Entry or Reversal. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount previously credited. We may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your account to cover any chargeback or return of the Entry or Reversal.

#### INCONSISTENCY OF NAME AND NUMBER

An *RDFI* can make payment to a *Receiver* based solely on the account number, even if the name in the Entry differs from the name on the account. We will send an Entry to an *RDFI* based solely on the bank identifying number you provide, even if you provide us with a different *RDFI* name.

#### NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning Entries will be reflected in your account statements and, in some cases, in the form of written or electronic advices or reports that are produced by one of our Information Reporting Services. You must send us written notice, with a statement of relevant facts, within 14 days after you

receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or any other discrepancy reflected in the notice or account statement; however, we will make an adjustment to your account for the actual amount of the error if we confirm there was a discrepancy caused by us. You must notify us promptly by telephone or other electronic means approved by us for such purpose, and confirm such notice in writing, of information concerning an unauthorized or erroneous debit to your account if you learn about or discover it from any source other than a statement, advice or report from us.

## **AUTOMATED CLEARING HOUSE (ACH) CUSTOMER-INITIATED PAYMENTS**

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### **CUSTOMER INITIATED PAYMENTS (CIP)**

Our ACH Customer-Initiated Payments Service (CIP) allows your consumer or business customers to pay you for goods or services by using your website. Your customers can authorize payments to you through commands on your website or by touch-tone or, where available, voice commands on the telephone. Payments can be made via the Automated Clearing House (ACH), and credit or debit cards through the applicable card association networks. Detailed information regarding this Service is available in the applicable User Documentation.

### **CLIENT RESPONSIBILITIES**

(a) For payments made via ACH, the following provisions apply:

(i) Payments will be made by creation of an ACH Entry to credit your account with us and will be subject to the provisions of our Automated Clearing House Services. You will obtain the authorization of each such customer to debit their account. You act as the *Originator*, your customer acts as the *Receiver* and we act as the *ODFI* with respect to the Entries. You warrant to us each time you use this Service that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules. You also make to us the same warranties as we make with respect to Entries under the applicable NACHA Rules.

(ii) You authorize us to create an ACH Entry on your behalf as provided in the User Documentation (to the extent approved by the Client) and the NACHA Rules

(b) Payments, including chargebacks and adjustments, if any, made via credit or debit cards through the applicable card association networks are covered by the terms and conditions of the merchant services agreement you have with the acquiring bank.

## **RECLEAR**

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Our Reclear Service resubmits a check or other payment instrument to the financial institution on which it was drawn if the check or payment instrument has been returned to us unpaid with the notation "refer to maker", "nonsufficient