

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of September 20 11
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 26-05JUL11 – Electronic Payment Processing to ACH Direct, Inc, doing business as Federal Payments of Allen, Texas. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 27th day of September, 2011.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Karen M. Miller
 Karen M. Miller
 District I Commissioner
 Acting Presiding Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 25, 2011
RE: RFP Award Recommendation: 26-05JUL11 – Electronic Payment Processing

The Request for Proposal for 26-05JUL11 – Electronic Payment Processing closed on July 5, 2011. Fifteen proposal responses were received.

The evaluation committee consisted of the following:

Patricia Lensmeyer, Boone County Collector
Aron Gish, Director of Information Technology
Elmo Hamburg, Senior Programmer Analyst
Brian McCollum, Accountant
Cheri Sapp, Chief Deputy Collector

The evaluation committee recommends award to ACH Direct, Inc, dba Federal Payments of Allen, Texas per their attached Evaluation Report. There is no cost to the County for this service as it is a convenience fee model. The Contractor is going to provide the Collector with six (6) Credit Card Terminals to use for the life of the contract. The fees charged to individuals using cards to pay taxes are as follows:

Credit/Debit Card Convenience Fee:	2.50%, minimum fee of \$1.50
Visa Debit Tax Program:	\$3.95
IVR Convenience Fee:	2.50%, minimum fee of \$1.50
E-Check Fee:	\$1.50

ATT: Evaluation Report & Proposal Tabulation

cc: Proposal File / Pat Lensmeyer, Collector

Evaluation Report for Request for Proposal

26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

OFFEROR #1: Official Payments – Auburn, AL

It has been determined that **Official Payments** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Official Payments** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Offers a variety of payment options including internet, IVR, Customer Service Call Center, in-person, MoneyGram.
- Customer service phone number available from 7 a.m. – 7 p.m.
- Reporting tool allows County to look up transactions and reports in real time (page 19).
- They are our present vendor; there would be no change in the processes currently used for web payment. They can provide the virtual terminal interface for mail and in-person processing.
- Offers a convenience fee model.

Concerns:

- OPC adheres to their card partner rules and guidelines (page 5). Please provide the County with a copy of those rules and guidelines for our review.
 - Provided with BAFO #1 response.
- On pages 5 & 6, "...with a minimum fee of \$3.95". Is that a convenience fee or a transaction minimum? Does the \$3.95 only apply to a non-tax environment?
 - \$3.95 is a minimum fee with a percentage convenience fee model.
- Provide an explanation of the term Virtual Terminal.
 - Provides for in-office payments to be made through a customer service representative on the same Internet system that a taxpayer would use from home. Requires less data entry by cashiers.
- Plug-and-play USB card-swipe reader can be purchased for \$100 per reader. If awarded a contract, would Official Payments consider providing free of charge six of these units?
 - Yes
- With the current proposal, can Official Payments offer a credit card terminal with printer in place of USB swipes? If so, what connectivity options are available?
 - No
- Does Official Payments have a web demo upon request?
 - Yes – allow 72 hours for webinar; 1 week for in-person demo
- We would have to work with our Legal and Official payments on the agreement. There are some clauses that will be unacceptable for the County such as "confidentiality" and "indemnification" (page 6 & 13). Governing law must be Missouri.

Experience/Expertise of Offeror

Strengths:

- Offeror has contracts with the IRS, 27 state governments, and more than 3,900 municipalities and counties. (page 9). In addition, they provided relevant references including Jefferson County and St. Louis County (page 19).
- Proposed account manager has 10 years of direct experience and 5 + years with Official Payments (page 16).
- Offeror has a proven track record with the County of Boone.

OFFEROR #2: Federal Payments – Allen, TX

 X It has been determined that **Federal Payments** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Federal Payments** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- They can provide an interface to our existing web architecture. They have an in-house IVR system. They do support swipe machines.
- Similar web access as County is currently using which fits our current web model.
- Offer a convenience fee model.
- In depth on-line reporting tools.
- Offers two options for in-person payments: credit card terminal through IP connection and Virtual Terminal using a credit card wedge reader (page 9).
- Minimum transaction fee is \$1.50 (page 17).

Concerns:

- Per paragraph 1.8.a. of the Request for Proposal, “Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm’s proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours”.

Your proposal response included a proprietary statement in your Terms and Conditions, paragraph 4. Confidentiality. To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.

- Acknowledged and accepted
- Provide an explanation of what is met by Virtual Terminal.
 - Acts identical to a credit card terminal; used to process credit card, debit card and electronic check transactions.
- What hours is customer service available?
 - Monday – Friday, 7 a.m. – 7 p.m. with after hours support
- Card-swipe readers can be purchased for \$30 each. If awarded a contract, would Federal Payments consider providing free of charge six of these units?
 - Yes, but will remain the property of Federal Payments.
- Credit Card Terminals/printers can be purchased for \$425 each. If awarded a contract, would Federal Payments consider providing free of charge six of these units?

- Will provide three which remain the property of Federal Payments. The other three can be purchased for \$225/each.
- Does Federal Payments have a web demo upon request?
 - Webinar provided with one day notice.
- Agreement: review length of term, indemnification
- Do we have to offer the Visa debit option?
 - Answered during demonstration: Yes must have, but it can be turned off at a later date so it runs the transaction as a credit.

Questions during demonstration on August 23, 2011:

If we start with credit card terminals, could we switch out to card readers at a later date? Yes.

With a credit card terminal, is that a batch? Do not have to close the terminal to close the books. Can run reports at the end of the day that shows what was collected on that terminal.

Is this a phone connection? It's a network connection with a power cord that you connect to the network. We can have a specific IP address assigned to this terminal.

At our point of sale, we are using dumb terminals at our window and credit card terminals with a batch process. We have to close that out at the end of the day. Can the credit card terminal be used independent of a pc now? Yes. The only thing you need for this to work is a network connection and power cord.

Your response included providing three credit card terminals or six card readers; if we went with terminals to begin with and we no longer need those next year if we go with pc environment at the windows, would you swap them out? If you purchase three, those would be yours to keep. I can definitely ask what would happen in that scenario. We could see if we could do a buy back program.

On the reporting point of sale reports, will the reports be sorted by device, by user, or one grouping? You could create manual reports that would separate those. You could create a spreadsheet with a column for "entered by". You can run a credit card report daily at the end of the day.

On the deposits, will those be transmitted by the credit card company or a lump sum deposit? Visa, Master Card, Discover comes directly to your bank as one deposit and American Express as one deposit.

Could you provide a list of Missouri Counties that have moved to "point of sale"? Yes

Experience/Expertise of Offeror

Strengths:

- PCI Level 1 compliant
- Provided several relevant County references.
- Government client base is over 900.
- 10 years providing "electronic payments service".

OFFEROR #3: Bank of America – Greenwood Village, CO

 X It has been determined that **Bank of America – Greenwood Village, CO** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Bank of America – Greenwood Village, CO** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

Concerns:

- Merchant bank services only.
- Did not offer convenience fee model.
- Proprietary statement on page ii. We are a sunshine state and Request for Proposals become part of public record at contract execution or after all proposals have been rejected. Purchasing recommends that we give them the option to withdraw their Request for Proposals and we can return them (at their expense) or we can destroy their copies for them.
 - Vendor acknowledged that their response would become part of the public record file at contract execution or when all RFPs have been rejected.
- Bank of America will not sign our agreement, but must have their own. This would have to be reviewed by County legal.
- If we contract with Bank of America, they will have to provide proof of enrollment in e-verify (page 23).
- 4.3. Compliance Audit – “we retain the right to conduct an audit at your expense...” (page 8).
- 4.5. Investigation – “you must, at your own expense (i) perform or cause to be performed an independent investigation...” (page 8).
- 10.1.3. Chargeback process – “...arbitration of chargeback dispute....\$250 filing fee and \$250 review fee” (page 12).
- County is required to stay abreast of the Card Organization Rules by accessing their web site and they give a link, then follow-up with that link may change from time to time (page 15).
- Proposal response appeared to be a cookie cutter model and not tailored to Boone County’s needs.

Experience/Expertise of Offeror

Strengths:

Concerns:

- No references provided (but will be provided at a later date)

OFFEROR #4: Bill2pay – Clearwater, FL

 X It has been determined that **Bill2pay** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Bill2pay** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Offer convenience fee model.
- Provide void and refund process through an interface.

Concerns:

- Credit card payments are hosted on their website requiring a file containing our tax data be sent to them.
- IVR - Real time integration is available, most likely at a cost of \$100 to \$200 per hour (with a typical integration being \$5,000-\$8,000) (page 6).

Experience/Expertise of Offeror

Strengths:

- 98% customer retention rate over 17 years (page 10).
- PCI Level 1 compliant
- Currently processing payments totaling \$400,000,000/month for 53 organizations, mostly municipalities (page 9).

Concerns:

- Not currently registered to do business in the State of Missouri.

OFFEROR #15: Payjunction Inc. – Tucson, AZ

 X It has been determined that **Payjunction Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Payjunction Inc.** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Convenience fee model.
- Provide some forward thinking features: signature capture, bank deposit confirmation

Concerns:

- Requires changes to our processes; the customer would be entering private credit card information to our web site. Does that mean the County has to be PCI compliant?
- Concern about their perspective on use of terminals.
- Is a Level 1 Visa/MC processor? What is that?
- \$59 annual membership fee; \$10 monthly maintenance and gateway fee.

Experience/Expertise of Offeror

Strengths:

Concerns:

- If enter into a contract, need E-verify completed with memorandum attached.

Summary: The evaluation committee met on August 15 and 16 for their initial review. Following this meeting/evaluation, the committee discussed, reviewed, scored, then short-listed the Offerors. The short list included Official Payments, Federal Payments and Govolution. These Offerors were sent a Clarification/Best and Final Offer #1 and the concerns noted for each of those Offerors were addressed.

It was determined after review of the Clarification/Best and Final Offer #1, that the committee would view the webinar demonstration offered by Federal Payments. The committee did not wish to view a demonstration from either Official Payments or Govolution. Official Payments had a minimum fee of \$3.95 which made their proposed pricing higher than the other two Offerors on the short-list. They also did not offer credit card terminals. Govolution still required the file transfer for the IVR process.

On August 23, 2011, the committee viewed an on-line Webinar demonstration by Federal Payments. Clarification #2 was sent to Federal Payments following the Webinar and additional questions were addressed.

Following the thorough review of the proposal responses received, the evaluation committee recommends award to Federal Payments.

**EVALUATION POINT FOR SHORT-LIST
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
26-06JUL11 - Electronic Payment Processing**

NAME OF OFFEROR	Method of Performance (30 points)	Experience/Expertise of Contractor (20 points)	Convenience Fee (30 points)	County Costs (20 points)	TOTAL POINTS (100 pts.)
Official Payments	29	20	24	17	90
Federal Payments	30	17	24	19	90
Bank of America	1	3	0	0	4
Bill2pay	12	12	21	13	58
Govolution	27	16	23	20	86
Invoice Cloud	10	5	22	10	47
IMS	3	5	15	0	23
Paymentus Corp	████	████	████	████	████
US Bank	18	13	22	12	65
UMB	10	12	18	14	54
Online Resources Corp	9	14	30	11	64
Commerce Bank	4	9	0	18	31
Payjunction	8	7	12	16	43
MSB	2	9	14	0	25

Not responsive

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Patricia Lensmeyer
 Evaluator's Signature Date 8-23-11
 Patricia Lensmeyer Collector

Elmo Hamburg
 Evaluator's Signature Date 8/23/11
 Elmo Hamburg IT

Aron Gish
 Evaluator's Signature Date 8/23/11
 Aron Gish IT

Cheri Sapp
 Evaluator's Signature Date 8-23-11
 Cheri Sapp Collector

Brian McCollum
 Evaluator's Signature Date
 Brian McCollum Collector

Vendor	Credit Card Convenience Fee		E CK Fee		Convenience Fee Total		County Cost	Equipment Costs		
Official Payments	2.50%	50,000.00	1.95	3900.00	53900.00	24		\$600.00	\$600.00	17
Federal Payments	2.50%	50,000.00	1.50	3000.00	53000.00	24		\$180.00	\$180.00	19
Bank of America	N/A	N/A		0.00	#VALUE!	#VALUE!			n/a	0
Bill2pay	2.85%	57,000.00	2.50	5000.00	62000.00	21	\$8,000.00	\$690.00	\$8,690.00	13
Govolution	2.5% credit, 2.6% IV	52,000.00	1.49	2980.00	54980.00	23			\$0.00	20
Invoice Cloud	2.95% credit	59,000.00	0.40	800.00	59800.00	22	\$25,000.00		\$25,000.00	10
IMS	\$8.50/transaction	68,000.00	8.50	17000.00	85000.00	15	interchange rate for in-person + statement fees		n/a	0
Paymentus Corp	2.45%	49,000.00	1.95	3900.00	52900.00	24		\$900.00	\$900.00	15
US Bank	2.75%	55,000.00	1.50	3000.00	58000.00	22	\$10,239.40		\$10,239.40	12
UMB	3.3% - no AMX	66,000.00	2.50	5000.00	71000.00	18	\$500.00	\$4,500.00	\$5,000.00	14
Online Resources Corp	1.75% - no AMX	35,000.00	3.95	7900.00	42900.00	30	\$10,500.00		\$10,500.00	11
Commerce Bank	N/A	N/A		0.00	#VALUE!	#VALUE!		\$229.00	\$229.00	18
Payjunction	3.60% transaction on-line and IVR	72,000.00	3.60% transaction on-line and IVR	39600.00	111600.00	12	\$181.00	\$540.00	\$721.00	16
MSB		72,000.00		18000.00	90000.00	14	interchange + for in-person		n/a	0

**CONTRACT AGREEMENT FOR
ELECTRONIC PAYMENT PROCESSING FOR THE BOONE COUNTY COLLECTOR**

THIS AGREEMENT dated the 27 day of September 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ACH Direct, Inc., dba Federal Payments** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Contract Agreement for **Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, Boone County Request for Proposal for Electronic Payment Processing, proposal number **26-05JUL11**, including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the un-executed Response / Pricing Page, Contract Terms and Conditions, Work Authorization Certification, Addendum Numbers 1-7, Clarification/Best and Final Offer Number 1 with response dated August 18, 2011, Clarification #2 with response dated August 24, 2011, as well as the Contractor's proposal response dated July 28, 2011, executed by Jeffrey Thorness on behalf of the Contractor, and the Payment Processing Agreement prepared by Federal Payments, as modified below, which is attached hereto and incorporated herein. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Contract Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the un-executed Response / Pricing Page, Addendum Numbers 1-7, Clarification/Best and Final Offer Number 1, and Clarification #2 shall prevail and control over the Contractor's proposal/clarification responses. Without limiting the scope of the foregoing, the following specific provisions of the Payment Processing Agreement are to be considered modified or deleted as follows:

- A. The Confidentiality provisions of Paragraph #4 are modified to acknowledge that County is a public governmental body subject to the provisions of the Chapter 610, Revised Statutes of Missouri, also known as "the Sunshine Act."
- B. Paragraphs 5.1 and 5.2 are deleted.
- C. Paragraph 8 is amended so as to require County's written authority for each ACH settlement authorization sought by Contractor.
- D. Paragraphs 11.1, 11.2 and 11.3 are deleted.
- E. Paragraph 12 is modified so as to delete any indemnification obligations imposed on County to benefit Contractor, as the same is beyond the County's legal authority.
- F. Paragraphs 18.1 and 18.2 are modified so as to indicate that the Contract will be interpreted under the laws of the State of Missouri and that the exclusive venue for disputes concerning this Contract shall be in the Circuit Court of Boone County, Missouri.
- G. Paragraph 21 is modified so as to show the following address as the notice address for County: Patricia S. Lensmeyer, Boone County Collector, 801 East Walnut, Rm. 118, Columbia, Missouri 65201-4890.
- H. The other provisions of the Payment Processing Agreement are to be considered modified to be consistent with the documents incorporated by reference above.

2. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Electronic Payment Processing Service and Equipment as identified and responded to

in the Contractor's Proposal Response and/or Best and Final Offer/Clarifications. Equipment and service shall be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the contractor's proposal response and Clarification/Best and Final Offer Response(s) as needed and as ordered by the County.

Contractor shall provide the following equipment:

Credit Card Terminals (model VX510) – quantity of six (6) provided for life of contract. In the event that the County chooses to replace the terminals with Magtek card wedge readers, Federal Payments will provide the card wedge readers at no cost. The County will ship the unused equipment to Federal Payments. The equipment that Federal Payments provides to the County will remain the property of Federal Payments and will be returned by County at the conclusion of the contract

Contractor shall provide the following service (Convenience Fee Model, tax environment):

Credit/Debit Card Convenience Fee:	2.50%, minimum fee of \$1.50
Visa Debit Tax Program:	\$3.95
IVR Convenience Fee:	2.50%, minimum fee of \$1.50
E-Check Fee:	\$1.50

3. **Delivery** - Contractor agrees to follow the timeline outlined in their proposal response after receipt of executed contract and Notice to Proceed. Implementation timelines and training shall be coordinated with the Boone County Collector, 801 E. Walnut, Room 118, Columbia, MO 65201. Phone: (573) 886-4289.

4. **Contract Duration** - The contract duration shall extend from date of award through **August 31, 2012**. The contract shall have four, one-year optional renewal periods following the completion of the initial contract term. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Collector and billings may only include the prices listed in the Contractor's proposal response. No additional fees or extra services not included in the proposal response or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination by County** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or

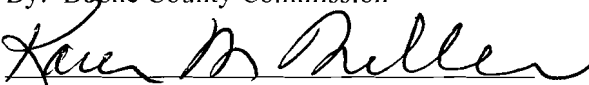
- condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ACH DIRECT, INC.
DBA FEDERAL PAYMENTS**

BOONE COUNTY, MISSOURI

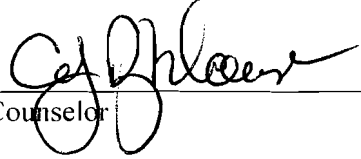
By: 

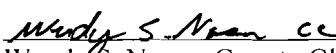
By: Boone County Commission

~~Edward H. Rebb, Presiding Commissioner~~

Title: Jeffrey V. Thorness, President/CEO
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013

APPROVED AS TO FORM:

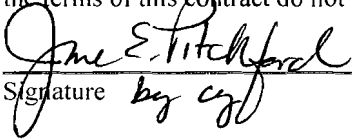
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature *by cgd*

9/21/11
Date

1150/23850/\$0.00
Appropriation Account

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Federal Payments ("FEDPAY") a dba of ACH Direct, Inc. a California corporation and Boone County ("Agency").

FEDPAY and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") to Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FEDPAY or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FEDPAY to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FEDPAY hereby grants to Agency a non-exclusive and non-transferable license to access and use FEDPAY's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FEDPAY. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FEDPAY. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FEDPAY's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FEDPAY's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FEDPAY, whether or not specifically recognized or perfected under applicable law. FEDPAY shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FEDPAY products or services and/or any new programs, upgrades, modifications or enhancements developed by FEDPAY in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FEDPAY by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if

applicable, shall cause its affiliates to transfer and assign) to FEDPAY all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FEDPAY's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FEDPAY (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FEDPAY. As such, if FEDPAY becomes aware of Agency's breach or threatened breach of this Section, FEDPAY may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FEDPAY.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FEDPAY as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FEDPAY may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FEDPAY to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FEDPAY shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. All Transactions sent to FEDPAY utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Auth/Capture Transactions. If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FEDPAY.

6.2 Transaction Format. FEDPAY is responsible only for processing Transactions which are received and approved by FEDPAY in the proper format, as established by FEDPAY.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

- 6.3 **Merchant Account.** In order to provide transaction processing services, FEDPAY may need to establish one or more Merchant Accounts on Agency's behalf or require Agency to establish a Merchant Account with a provider pre-approved by FEDPAY.
- 6.4 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FEDPAY upon discovery of any and all discrepancies between Agency's records, FEDPAY and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FEDPAY will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FEDPAY. Agency agrees that FEDPAY will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FEDPAY's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.5 **Delay or Rejection of Transactions.** FEDPAY may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FEDPAY has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FEDPAY shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.6 **Returned Items.** FEDPAY shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.7 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.8 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FEDPAY reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FEDPAY will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FEDPAY, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.9 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.10 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network.
- 6.11 **Reporting.** FEDPAY will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FEDPAY Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FEDPAY upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. ACH Settlement Authorization. Agency authorizes FEDPAY to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FEDPAY bears no responsibility or involvement in any such dispute.

10. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FEDPAY to facilitate FEDPAY's compliance with any applicable Law, Rule or Regulation. Additionally, Agency shall reimburse FEDPAY for any fines or loss of funds imposed on FEDPAY for any violation of the Rules, Regulations or Laws by Agency.

11. Pricing and Payment.

11.1 FEDPAY will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

11.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FEDPAY shall have the right to adjust the service fee in accordance to the experiential transaction activity.

11.3 FEDPAY's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FEDPAY experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FEDPAY will pass through the increases with no additional markup to Agency. FEDPAY will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

12. Indemnification.

Each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any alleged violation by the party of any applicable Law, Rule or Regulation.

13. Limits of Liability.

13.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FEDPAY's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FEDPAY during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

13.2 FEDPAY shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FEDPAY may receive or transmit information, and no such entity shall be deemed an agent of FEDPAY.

14. Representations and Warranties.

14.1 **FEDPAY's Representations and Warranties.**

- 14.1.1 FEDPAY represents and warrants to Agency that FEDPAY's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FEDPAY and any third party.
- 14.1.2 To the best of FEDPAY's knowledge, no performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.1.3 When executed and delivered by FEDPAY, the agreement with Agency will constitute the legal, valid, and binding obligation of FEDPAY, enforceable in accordance with its terms.

14.2 Agency's Representations and Warranties.

- 14.2.1 Agency's agreement to license FEDPAY's products and services and to engage FEDPAY to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 14.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to FEDPAY in support of this Agreement nor Agency's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.2.3 None of the activities for which Agency has engaged the services of FEDPAY shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 14.2.4 When executed and delivered by Agency, the agreement with FEDPAY will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

15. Service Policy.

Except as otherwise specifically provided herein, FEDPAY's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that FEDPAY does not warrant that the Services will be uninterrupted or error free and that FEDPAY may occasionally experience delays or outages due to disruptions that are not within FEDPAY's control. Any such interruption shall not be considered a breach of this Agreement by FEDPAY. FEDPAY shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

18. Choice of Law and Venue.

- 18.1 This Agreement shall be governed by and construed in accordance with the internal laws of the state of Missouri.
- 18.2 The exclusive venue for any actions or claims arising from or related to this Agreement shall be in the appropriate state or federal court located in Missouri.

19. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FEDPAY:

Federal Payments
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

Boone County
601 E Walnut
Room 208
Columbia MO 65201
Melinda Bobbitt

22. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Federal Payments:

By: _____

Name: Jeffrey J. Thorness

Title: President/CEO

Date: September 16, 2011

Agency:

By: _____

Name: _____

Title: _____

Date: _____

CLARIFICATION / BEST & FINAL OFFER #2

To

COUNTY OF BOONE, MO

FOR ELECTRONIC PAYMENT PROCESSING
AS OUTLINED IN OFFICIAL REQUEST
DATED AUGUST 24, 2011

FROM

FEDERAL  **PAYMENTS**

500 W Bethany Drive, Suite 200
Allen, TX 75013

AUGUST 25, 2011

Clarification and Best & Final Offer Document for the County of Boone, MO

Statement of Purpose In response to Official Request dated August 24, 2011 for Clarification / Best & Final Offer #2 to RFP #26-05JUL11 issued by the County of Boone, MO, Federal Payments is submitting this document to clarify the submitted proposal and submit our best and final offer to the County.

Proposal Contents This proposal is divided in two parts:

Statement of Purpose	1
Proposal Contents	1
Proposal Organization	1
Part I: Clarification	2
1. Equipment Clarification	2
2. List of Missouri clients currently using POS equipment	2
3. Best and Final Offer #2 Response	3

Proposal Organization The sequence of the proposal follows that outlined in Clarification / Best & Final Offer #2 official request dated August 24, 2011.

Part I: Clarification

1. Equipment Clarification

b) Per your Clarification Response #1, you agreed to provide three (3) VX510 terminal/printer devices at no cost to the County and additional equipment can be purchased for \$225.00/each. If the County enters into a contract with Federal Payments and purchases three additional VX510 credit card terminals, then moves to a pc environment within one year, would Federal Payments consider trading all six (three provided and three purchased) units out for six Card Wedge Readers and reimbursing the County for the three purchased units?

Federal Payments Response: Federal Payments will provide six (6) VX510 terminals at no cost to the County. In the event the County chooses to replace the terminals with Magtek card wedge readers, Federal Payments will provide the card wedge readers at no cost. The County will be asked to ship the unused equipment to Federal Payments. All equipment will remain the property of Federal Payments. In the event the County discontinues using Federal Payments service, the County would be asked to return the equipment to Federal Payments in a timely fashion.

2. List of Missouri clients currently using POS equipment

Below is a list of all the county collectors in MO that accept payments on the Web, IVR, and Point of Sale using Federal Payments

- Ste. Genevieve County Collector
- Pulaski County Collector
- Perry County Collector
- Sullivan County Collector
- Jefferson County Collector
- Cass County Collector
- Scott County Collector
- New Madrid County Collector
- Laclede County Collector
- Phelps County Collector

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

August 24, 2011

ACH Direct, Inc. dba Federal Payments
Attn: Jeffrey J. Thorness / Rolando Navarro
500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

E-mail: jeff.thorness@achdirect.com
Rolando.navarro@federalpayments.com

RE: Clarification #2 to 26-05JUL11 – *Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)*

Dear Mr. Thorness:

Please provide clarification to the questions provided below. You are requested to respond to this clarification request by 2:00 p.m. Friday, August 26, 2011 by e-mail to mbobbitt@boonecountymo.org.

CLARIFICATION

- 1) Per your Clarification Response #1, you agreed to provide three (3) VX510 terminal/printer devices at no cost to the County and additional equipment can be purchased for \$225.00/each. If the County enters into a contract with Federal Payments and purchases three additional VX510 credit card terminals, then moves to a pc environment within one year, would Federal Payments consider trading all six (three provided and three purchased) units out for six Card Wedge Readers and reimbursing the County for the three purchased units?
- 2) Please provide a list of Missouri counties that have moved to Federal Payments as the counties' "point of sale" provider.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response, BAFO or clarification are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this clarification request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,
Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team / Proposal File

CLARIFICATION / BEST & FINAL OFFER #1

To

COUNTY OF BOONE, MO

FOR ELECTRONIC PAYMENT PROCESSING
AS OUTLINED IN OFFICIAL REQUEST
DATED AUGUST 16, 2011

FROM

FEDERAL  **PAYMENTS**

500 W Bethany Drive, Suite 200
Allen, TX 75013

AUGUST 19, 2011

Clarification and Best & Final Offer Document for the County of Boone, MO

Statement of Purpose In response to Official Request dated August 16, 2011 for Clarification / Best & Final Offer #1 to RFP #26-05JUL11 issued by the County of Boone, MO, Federal Payments is submitting this document to clarify the submitted proposal and submit our best and final offer to the County.

Proposal Contents This proposal is divided in two parts, including one attachments:

Statement of Purpose	1
Proposal Contents	1
Proposal Organization	1
Part I: Clarification	2
1. Proprietary Information and Confidentiality	2
2. Virtual Terminal	2
3. Customer Service Hours	2
4. Card-Swipe Readers	2
5. Credit Card Terminals/Printers	2
6. Web Demo	2

Attachments:

Attachment A – Best & Final Offer #1

Proposal Organization The sequence of the proposal follows that outlined in Clarification / Best & Final Offer #1 official request dated August 16, 2011.

Part I: Clarification

1. Proprietary Information and Confidentiality Federal Payments acknowledges the fact that the County may make the proposal a public record after the execution of the contract to continue to have a responsive proposal response.

2. Virtual Terminal The term "virtual terminal" refers to a secure, PCI Compliant, web-based product that acts identical to a desktop credit card terminal. This virtual terminal would be utilized to process credit card, debit card, and electronic check transactions to the County. Other functionality of the virtual terminal includes: the ability to search for transactions real time, void or reverse transactions, maintain the web payment pages content, view and create reports.

3. Customer Service Hours Customer Service and Support
Toll free: 866-764-2002 option #3
(Monday thru Friday 7:00am – 7:00pm CST)
After Hours Support: 866-202-7802 or
Email: customer.service@paymentsgateway.com

4. Card-Swipe Readers If awarded the contract Federal Payments will be able to provide the card readers at no cost to the County. The readers will remain the property of Federal Payments. In the event that the County discontinues to process with Federal Payments, the County would return the card readers to Federal Payments in a timely fashion.

5. Credit Card Terminals/Printers If awarded the contact, Federal Payments will provide three (3) VX 510 terminal/printer devices at no cost to the County. Additional VX510 equipment can be purchased @ \$225.00/per piece. The terminals that Federal Payments provides to the County will remain the property of Federal Payments. In the event that the County discontinues to process with Federal Payments, the County would return the card readers to Federal Payments in a timely fashion.

6. Web Demo Federal Payments can schedule a web demo with the County with very little notice. We request that the County give us one business day to setup a test environment.

ATTACHMENT A –

BEST & FINAL OFFER FORM

#1

II. Best and Final Offer #1

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

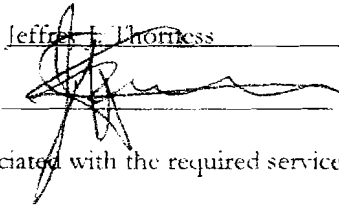
Company Name: ACH Direct, Inc. d/b/a Federal Payments

Address: 500 W. Bethany Drive, Suite 200

Telephone: (469) 675-9920 extension 709 Fax: (469) 675-8730

Federal Tax ID (or Social Security #): 33-0903620

Print Name: Jeffrey E. Thorness Title: President/CEO

Signature:  Date: 8/18/11

All costs associated with the required service shall be included in the pricing proposal.

5.1. Convenience Fee Model. Tax Environment.

Credit/Debit Card Convenience Fee:	2.50% minimum fee of \$1.50
Visa Debit Tax Program	\$3.95
IVR Convenience Fee:	2.50% minimum fee of \$1.50
E-Check Fee:	\$1.50

List of any Equipment costs:

Card Wedge Readers:

Per our response, Federal Payments will provide the card wedge readers at no cost to the County. The equipment will remain the property of Federal Payments.

VX 510 Terminals:

Per our response, Federal Payments will provide three (3) VX510 terminals at no cost to the County. The equipment will remain the property of Federal Payments. Additional equipment can be purchased at \$225/per piece.

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

August 16, 2011

ACH Direct, Inc. dba Federal Payments
Attn: Jeffrey J. Thorness
500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

E-mail: jeff.thorness@achdirect.com

RE: Clarification / Best & Final Offer #1 to 26-05JUL11 – *Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)*

Dear Mr. Thorness:

In accordance with section 4.1.2. of RFP number 26-05JUL11 – *Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Federal Payments.

The attached Clarification / Best and Final Offer Form(s) include any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by **10:00 a.m. August 19, 2011** by e-mail, fax or U.S. mail. Fax: (573) 886-4390; E-mail: mbobbitt@boonecountymo.org; Address: Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201.

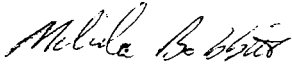
You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

When the review committee has completed their evaluation, each Offeror will be notified of the committee's award recommendation.

If you have any questions regarding this BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

A handwritten signature in cursive script that reads "Melinda Bobbitt".

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 26-05JUL11 – *Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)*

CLARIFICATION FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents.

Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **10:00 a.m. August 19, 2011** by E-mail, fax or U.S. mail.

I. CLARIFICATION

1. Per paragraph 1.8.a. of the Request for Proposal, “Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm’s proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours”.

Your proposal response included a proprietary statement in your Terms and Conditions, paragraph 4. Confidentiality. To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.

If you acknowledge and accept that your proposal response will become part of public record, please provide a response to the following questions.

2. Provide an explanation of the term Virtual Terminal.
3. What hours is customer service available?
4. Card-swipe readers can be purchased for \$30 each. If awarded a contract, would Federal Payments consider providing free of charge six of these units?
5. Credit Card Terminals/printers can be purchased for \$425 each. If awarded a contract, would Federal Payments consider providing free of charge six of these units?
6. Does Federal Payments have a web demo upon request? If so, approximately how long in length of time is the demo? From the time that the County notifies you that we would like to receive the demo, how many days to get it scheduled?

II. BEST AND FINAL OFFER #1

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

All costs associated with the required service shall be included in the pricing proposal.

5.1. Convenience Fee Model, Tax Environment.

Credit/Debit Card Convenience Fee: _____%

IVR Convenience Fee: _____%

E-Check Fee: \$ _____

List any Equipment costs:

PROPOSAL

To

COUNTY OF BOONE, MO

FOR ELECTRONIC PAYMENT PROCESSING
AS OUTLINED IN RFP #26-05JUL11
DATED MAY 26, 2011

FROM

FEDERAL  **PAYMENTS**

FEDERAL • STATE • LOCAL • UTILITIES • EDUCATION

**500 W Bethany Drive, Suite 200
Allen, TX 75013**

AUGUST 1, 2011

August 1, 2011

Melinda Bobbitt
Director
Boone County Purchasing
601 E. Walnut St.
Columbia, MO 65201

Dear Ms. Bobbitt:

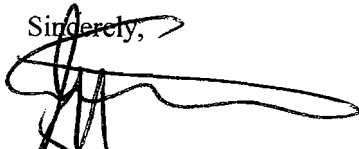
Federal Payments is pleased to submit our proposal for *Electronic Payment Processing* to the County of Boone, MO. Our proposal outlines the manner in which Federal Payments can meet the technical requirements of the County as well as offer a competitive convenience fee to the constituents and the departments who chose to utilize these payment channels.

Federal Payments is a division of ACH Direct Inc. and as such has the ability to offer enhanced solutions for credit card/debit card and electronic check acceptance through all payment channels including the Internet, IVR and Point of Sale (POS). We deliver these solutions in a secure environment with ease of integration and deployment. We offer robust reporting capabilities and recognize the flexible functionality that is required by our clients to make their ecommerce systems user friendly to increase utilization by their constituents.

As a proven full service provider of secure payment processing, our client base includes over 18,000 clients across the U.S. where we process payment types which include: professional licenses, real and personal property tax, sales tax, motor vehicle driver's license and sticker renewals, tuition payments, parking tickets, dog licenses, vital records, utilities, court fines and fees, and many more.

Our systems are PCI compliant and we follow the guidelines of the card associations when implementing convenience fee model acceptance applications for our clients. Our Senior Account Executive, Rolando Navarro, will be the individual who will handle the County's needs serving as a consultant to assist the County with their ecommerce goals. Mr. Navarro has been in the government payment industry for 10+ years and will engage the County as a partner to move forward with implementation. He can be reached at 866-764-2002 ext 733 and via email at rolando.navarro@federalpayments.com. Jeff Thorness, Chief Executive Officer, is authorized to contractually represent Federal Payments. He can be reached at 469-675-9920 ext 709. Please feel free to contact either Rolando or Jeff for questions or concerns regarding this response.

Sincerely,



Jeffrey J. Thorness
Chief Executive Officer

Proposal for Electronic Payment Processing for the County of Boone, MO

Statement of Purpose In response to RFP #26-05JUL11 dated May 26, 2011 for Electronic Payment Processing issued by the County of Boone, MO, Federal Payments is submitting this proposal as a qualified contractor to provide credit card processing for the County.

Proposal Contents This proposal is divided in three parts, including five attachments:

Part 1: Response Form	i
Part 2: Contractor Requirements	2
General Requirements	2
Scope of Work and Services	2
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Personnel	13
Reporting Capabilities	14
Other Considerations	14
Other Information	16

- Attachments:
- Attachment A – Reporting System and Report Samples
 - Attachment B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Attachment C – Certificate of Insurance
 - Attachment D – Registration to do Business in Missouri
 - Attachment E – Work Authorization Certification
 - Attachment F – Addendums
 - Attachment G – Terms and Conditions

Proposal Organization The sequence of the proposal follows that outlined in Section 3. Scope of Services of the RFP.

Part 2: Contractor Requirements

General Requirements

Federal Payments—a for-profit company incorporated in the state of Texas—is a service of ACH Direct, one of the fastest growing privately held electronic funds transfer processors in the United States. ACH Direct began processing payments in 1998 and has over 20,000 merchants processing on their platform today.

Dedicated to providing superior customer service and industry-leading technology, Federal Payments provides tools to help government agencies of all sizes, design innovative payment platforms, reduce transaction costs, mitigate risk and increase efficiencies.

Since inception, Federal Payments has focused on providing maximum value to our customers by expanding the technological capabilities of core payment infrastructures. Through these developments, we have been able to:

- Reduce the agencies operating costs
- Increase cash flow
- Maximize their resources by utilizing a single provider

All transactions that Federal Payments will process on the County's behalf will be handled through our PCI Certified Compliant Payments Gateway platform. Because of the sheer volume of credit card transactions that we process, we are categorized in the highest established tier by Visa and therefore we are subject to the most stringent data security standards. Coming up on our sixth year as a PCI Level 1 Certified Service Provider, our policies, procedures and systems have all been designed to meet or exceed each of the security requirements established by card associations.

As the payment industry evolves, Federal Payments is committed to providing leadership to the County and solutions that leverage emerging technologies. Through these innovations, we fulfill our company's primary objective: **to provide our clients with the services and tools they need to succeed.**

Scope of Work and Services

Federal Payments is submitting this proposal to provide the following services:

1. Internet payment processing to include credit card and e-check payments.
2. Automated and secure data transfer.
3. Payment processing and gateway services for e-check and ACH.
4. Statements detailing payment activity.
5. Statements detailing charges.
6. Strategies to reduce fees.
7. Customer service and problem resolution.

A detailed account of each of these provided services is provided in this proposal.

Description of Basic Services

Federal Payments is able to provide electronic payment processing services for all branded credit and debit cards including:

- MasterCard
- VISA
- Discover
- American Express
- Debit Card (Visa Tax Program)

Federal Payments is also proud to offer the ability to accept electronic checks (*e-Checks*) in a convenience fee model. This electronic check acceptance offering includes a powerful check verification service-ATMVerify. With ATMVerify, we can now determine in real time whether a customer's account is currently overdrawn, frozen, closed, etc. thus ascertaining whether a check is likely to be returned. This service can effectively reduce the number of bad checks and therefore reduce losses to the County.

As an added benefit, we take the same security standards that are applicable to credit card transactions and apply them to our electronic check transaction processing as well. While this is not currently a requirement by NACHA (the association which regulates ACH / electronic checks), we feel it is of vital importance to use these same best practices in securing all of our customers' sensitive payment information.

Federal Payments is able to provide these processing services via the following channels:

- Internet
- Point-of-Sale (Face to Face)
- IVR (Telephone)

Federal Payments will process transactions and split off the convenience fee from the total amount that is due to the County, according to the card association guidelines. The department will receive the amount due to them in their designated account and Federal Payments will receive the amount of the convenience fee.

Our systems are available 7 days a week, 24 hours a day.

On-line and IVR Payments

Federal Payments offers our Secure WebPay(SWP) internet solutions to facilitate the County's on-line financial transactions. We have different levels of SWP to fit the needs of our clients.




SWP-Checkout

With Secure WebPay Checkout the County department will have the power to create a fully customizable payment page. The Secure WebPay product offers the department the ability to upload their own graphics, customize contact information, create their own content for email receipts and much more. The tools to customize



Proposal for Electronic Payment Processing for the County of Boone, MO

pages are available 24/7/365 and updates will be applied in less than 10 minutes. Additionally, the web page is transparent as the user clicks from the County's website over to our hosted page to make a payment. The departments' logos and banners will be displayed with or without mention of Federal Payments.

The image below demonstrates a landing page that has been created for this response to demonstrate that a user has visited the County's website and would like to make a payment online. This page also demonstrates that a user is informed about the convenience fee is being charged for the use of the system by a third party.

	<p>Patricia S. Lensmeyer Boone County Collector Boone County Government Center 801 E. Walnut, Rm 210 Columbia, MO 65201-4890</p>	Office (573) 886-4285 Fax (573) 886-4294
<p>Billing Information</p> <p>YOUR OWN TEXT HERE</p>		<p>Contact us Boone County Collector 801 E. Walnut, Rm 210 Boone County Government Center Columbia, MO-84401 Phone : 573-886-4294 Fax : 573-886-8454 Email Address</p>
<p>First Name : <input type="text" value="Tom"/> * Last Name : <input type="text" value="Tester"/> *</p> <p>Address : <input type="text" value="123 abc St"/> *</p> <p>City : <input type="text" value="Columbia"/> * State : <input type="text" value="MO"/> *</p> <p>Postal Code : <input type="text" value="84401"/> *</p> <p>Phone Number : <input type="text" value="209-839-6582"/> * Email : <input type="text"/></p> <p style="font-size: small;">(xxx-xxx-xxxx)</p>		
<p>Payment Information</p> <p>There will be a service fee charged for using this system. This service fee is charged by a third party provider (Federal Payments). Phelps County does not receive any portion of this fee. The fee for credit card payments is 2.5% of the payment amount, with a minimum charge of \$2.00. To pay with e-check there will be a flat fee of \$1.50. To pay with your Visa Debit Card the fee will be \$3.95 ADD YOUR OWN TEXT</p>		Powered by 
<p><input checked="" type="radio"/> Credit Card <input type="radio"/> eCheck</p> <p>Credit Card # : <input type="text" value="4444333322221111"/> * Card Holder : <input type="text" value="Tom Tester"/> *</p> <p>Card Type : <input type="text" value="Visa"/> * CVV Code : <input type="text" value="123"/> *</p> <p>Exp Date : <input type="text" value="12/2012"/> (mm/yyyy) *</p>		
<p>Parcel Number : <input type="text" value="123459875"/></p> <p>Amount(\$): <input type="text" value="100.00"/> *</p> <p style="text-align: center;"><input checked="" type="radio"/> One Time Transaction</p>		
<p> Enter Characters from the image. p6c2r</p> <p style="font-size: x-small;">* = required fields</p>		
<p><input type="button" value="Review Transaction"/></p>		
County Home page	Start over	Start over
Treasure's Office		

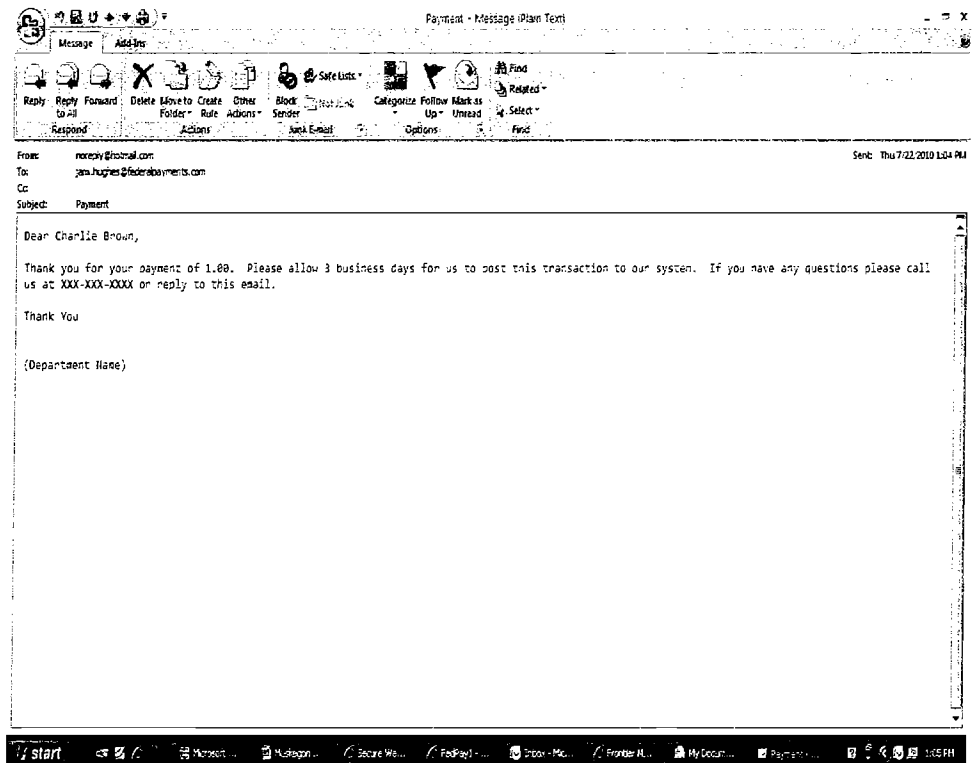
Example above: The above Secure WebPay page where the user started on the County's webpage selected to "pay now" and was directed to this page. In this example, the user would enter the required fields (*). The department has the ability to set which fields are and are not required. For example, the department can make the phone number a required field and the email address not required. Please note that if the user does not enter a valid email address they will not receive a confirmation email when the transaction is completed. If the County provides the ability for the citizen to "lookup" what they owe, fields of information can be "posted

	Patricia S. Lensmeyer Boone County Collector Boone County Government Center 801 E. Walnut, Rm 210 Columbia, MO 65201-4890		Office (573) 886-4285 Fax (573) 886-4294
	Billing Information		Contact us Boone County Collector 801 E. Walnut, Rm 210 Boone County Government Center Columbia, MO-84401 Phone : 573-886-4294 Fax : 573-886-8454 Email Address
First Name: Tom Address 1: 123 abc St City: Columbia Postal Code: 84401 Phone Number: 209-839-6582		Last Name: Tester State: MO	
Payment Information			
Credit Card Transaction			
Credit Card #: *****6882 Card Type: VISA Exp Date: 12/2012		Card Holder: Tom Tester	
Parcel Number: 1232122121			
Amount that will be charged : \$102.50			
Transaction Information			
Immediate Transaction			
Response : APPROVED / A01 - Approval # 02787A ✓			
Date Time : Thursday, June 23, 2011 Trace Number : 94653244-3876-46BE-8936-40D138F837CC			
Transaction Approved! your own TEXT here			
<input type="button" value="Continue"/>			
County Home page Start over Start over Treasure's Office			



Example above: The page above also provides the department the ability to construct the language that they would like to appear on this payment page as well as the email confirmation that the user will receive if they have entered a valid email address. This page above also allows the constituent to be redirected back to the County's website to continue other matters should they press continue.

An example of an email confirmation is also shown below.



Example: The above screenshot is an example of an email confirmation that is sent to the user upon approval of their payment.

SWP Bill Presentment

With Secure WebPay Bill Presentment, Federal Payments offers the ability to present the amount owed to a citizen. Using a secure ftp site for delivery, the County would provide FedPay with a file of payments that can be made electronically (via the internet and IVR). The citizen would be directed from the department's website to a landing page on the Fedpay site where they would be asked to enter their tax account # or other identifier that we establish with the department during the implementation process. If the tax account # is in the file, FedPay will present the amount owed and any other information that the department asks us to display about the transaction. The citizen would then be instructed to make a payment. The following business day, Fedpay will place a payment file on a secure ftp site. This file will include all of the transactions that were processed the prior day. This file will be provided in a standard CSV format. Other formats are available if required at no cost to the County.

SWP Web Services

With Secure WebPay Web Services, Federal Payments offers the ability for the citizen to view what they owe by sending a web service call to the department's system to lookup their account number and send back a response of the amount that is owed. The citizen would then be instructed to make a payment. FedPay could place a web service call back to the department to update the account or a payment file will be available the next business day for the department to use to update their system.

SWP Integration/Checkout

Federal Payments Secure WebPay product will easily integrate with the county's lookup web systems that are currently in place. We know that our solution will give the county additional information as far as reporting and displaying the shopping cart payments Federal Payments does not charge a fee for this integration.

The number one advantage to our Secure WebPay system is the site is secure. Federal Payments hosts the payment page therefore the security of transmitting sensitive payment information is our responsibility. The authorization and verification processes are built in and a routine PCI and NACHA audit is completed on our side to ensure secure and safe transactions.

IVR (Telephone) Payments

Federal Payments IVR system is designed to handle incoming consumer calls for payment processing. Payments are created by the user using their touch-tone keypad on their phone. Credit card transactions are processed in real time and electronic check transactions can be verified with positive account information in real time. Each department can assist Federal Payments with the script that they would like to have utilized for the IVR payment system. The department will give final approval of the script before the IVR is turned on "live" for payments. Federal Payments' IVR system will:

- Automatically capture payment details
- Obtain authorization for payment amounts
- Process transactions for all credit cards including MasterCard, Visa, American Express and Discover cards
- Process transactions for electronic check acceptance
- Provide customized reports listing daily detail and a summary of transactions

Allow departments to download daily transaction detail using on our on-line browser reporting tools or through the use of a secure FTP site.

US Mail Payments

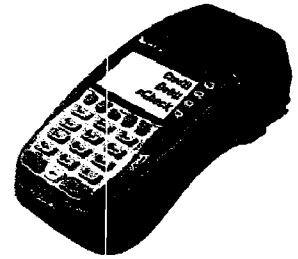
By using the Federal Payments Virtual Terminal, the county will have access to our payment engine, where a mailed payment can easily be entered. We will work with the County to set up this page and the parameters needed in order for the county to enter the payments capturing the required information..

In-person Payments

Federal Payments’ can meet and exceed the County’s requirements for Point of Sale (face to face) solutions.

Federal Payments has the tools available for all departments to accept credit/debit cards at the Point of Sale. The solution that Federal Payments will implement is dependent upon the departments’ needs.

Federal Payments will follow the card association guidelines when a convenience fee is charged at the Point of Sale. In a tax environment, Visa allows a convenience fee to be charged at the Point of Sale (POS). This fee can be a percentage of the total tax amount. For non-tax departments, a convenience fee—either a percentage or a flat fee—can be charged at the POS but Visa could not be accepted, as this fee is against Visa’s payment guidelines. If the department chooses to absorb the costs of processing, all cards can be accepted at the POS.



Federal Payments will process transactions and split off the convenience fee from the total amount that is due to the County, according to the card association guidelines. The department will receive the amount due to them in their designated account and Federal Payments will receive the amount of the convenience fee.

- With these rules in mind, Federal Payments offers two equipment options to the County for convenience fee model processing at the POS. Option 1-Virtual Terminal Solution

- Option 2-Verifone Vx510 or Vx570 terminals



Option 1- Our Virtual Terminal is the most advanced web-based platform for electronic payments. With its powerful, easy-to-use interface, Virtual terminal supports the processing of credit card, debit card (debit cards will be processed as credit cards when using this solution) and electronic check (ACH) transactions. The application also supports a wide variety of optional point of sale hardware including credit card wedge readers, check readers, check imagers for check conversion, and receipt printers (the division can also utilize their own laser printer to print a receipt).

Each Virtual Terminal account comes standard with system administration capabilities where additional users can be set up and security, access and transaction

processing settings can be limited.

The Virtual Terminal solution also offers a complete suite of reports as well as other financial transaction processing needs which include:

- Powerful recurring transaction features
- State-of-the art re-presentment functions
- Support for CVV/CVV2/CIB
- Support for new receipt masking/truncating requirements
- Address verification service (AVS)
- Procurement Card (P-Card Level II)support

Option 2- Federal Payments also offers the ability for the departments to accept credit/debit cards (debit cards will be processed as credit cards) using the Verifone Vx510 or Vx570 credit card terminal. The high speed-IP based terminal features the ability to process payments and capture additional data elements to include along with the payment. Each terminal can be delivered pre-configured for plug and play operation and feature an intuitive interface which mimics the card acceptance experience in the retail environment.

Federal Payments Point of Sales systems will:

- Automatically capture payment details
- Obtain authorization for payment amounts
- Process transactions for all credit cards including MasterCard, Visa, American Express and Discover cards
- Provide customized reports listing daily detail and a summary of transactions
- Allow Agencies to download daily transaction detail using on our on-line browser reporting tools or through the use of a secure FTP site.
- Provide training of all systems

Our systems are available 7 days a week, 24 hours a day.

Part 3: Additional Information

Organization

Federal Payments—a for-profit company incorporated in the state of Texas—is a service of ACH Direct, one of the fastest growing privately held electronic funds transfer processors in the United States. ACH Direct began processing payments in 1998 and has over 20,000 merchants processing on their platform today.

Dedicated to providing superior customer service and industry-leading technology, Federal Payments provides tools to help government agencies of all sizes, design innovative payment platforms, reduce transaction costs, mitigate risk and increase efficiencies.

References

Below is a list of six current and past credit card processing projects similar to the project described by the County:

Illinois State Treasurer's Office

Peggy Brown, Manager – Local Governments
217-558-4981
pbrown@treasurer.state.il.us

Rhonda Poeschel, Manager - State Agencies
217-782-2795
rpoeschel@treasurer.state.il.us
400 W Monroe St, Suite 401
Springfield IL 62704

The Illinois State Treasurer's office utilizes all of the products and services that Federal Payments offers today. The Illinois Epay program has over 700 local and state governments who accept credit/debit card and electronic checks through the use of Internet, POS and IVR services. The payment types accepted through this program include: taxes, utilities, parks and recreation fees, library fees, vital records (marriage, death and birth certificates), parking tickets, tuition, court fines and fees, animal shelter fees and many more.

Cass County Minnesota

Sharon Anderson, Auditor/Treasurer
303 Minnesota Ave W
Walker MN 56484
218-547-7260
Sharon.k.anderson@co.cass.mn.us

Cass County MN currently utilizes our Internet and IVR services for the collection of real estate and mobile home tax payments, environmental service fees and marriage certificates. We process electronic checks and credit card payments on their behalf.

Illinois Dept of Financial and Professional Regulation (IDFPR)

Tony Goldstein, CFO
320 W Washington St
Springfield IL 62786
217-782-2993
tgoldstein@illinois.gov

Proposal for Electronic Payment Processing for the County of Boone, MO

The IDRPR Agency utilizes our processing services to offer an ecommerce option to all individuals within the State of Illinois who need to renew a professional license. The constituents of Illinois who meet the requirements to renew are able to do so via the internet and IVR.

Illinois Secretary of State's Office

Dept of Information Technology
Mike Standley, Manager Web Development Unit
501 S 2nd St, Rm 574
Howlett Building
Springfield IL 62756
217-782-9213
mstandley@ilsos.net

The ILSOS office utilizes our processing services to offer an ecommerce option to the constituents of Illinois who are able to renew their driver's license and license plate stickers as well as other various corporate fees that are collected by the SOS. The constituents are able to pay for these fees utilizing the internet, IVR and point of sale solutions that we provide.

The State of Illinois program was procured in 2003. Our client portfolio contains more than 700 locations where clients utilize our credit card and ach/echeck products and services including our point of sale devices.

Lucas County Ohio

Gina Hughes
One Government Center Suite 500
Toledo OH 43604419-213-4311
Ghughes@co.lucas.oh.us

Lucas County Treasurer's Office utilizes our products/services to collect real estate and mobile home payments via the Internet, IVR and Point of Sale channels. In addition to these services we provide their office with a custom file for posting purposes on a daily basis.

Laramie County, Wyoming

Trudy Eisele County Treasurer
P.O. Box 125
Cheyenne, WY 82003
(307) 633-4222teisele@laramiecounty.com

Laramie County just started with Federal Payment this year. They currently collect Real estate taxes and Motor vehicle taxes. The county currently uses our check out integration with real time post back, they also use our virtual terminal for in office

payments

Description of Customer Base

Federal Payments is a division of ACH Direct. Our division focuses on selling electronic payment services and products to government entities which include local and state government agencies as well state and local colleges, utility companies and various other quasi-government offices. Our government client base includes @900 accounts. ACH Direct focuses on selling our products and services to all other types of clients across the U.S. Our payment types include telecom, insurance, fitness plans, medical and many more. In addition to selling directly to all types of merchants across the U.S., we also have a large portfolio of companies that we integrate with to offer a one stop solution.

Insurance Description

We have provided a copy of our Certificate of Insurance. See *Attachment C*.

Personnel

Federal Payments is dedicated to providing government entities with the technology and service required to process all of their electronic payments. Based on our experience we have recognized that some government agencies have the IT resources to implement an integrated payment processing environment while other smaller agencies and/or local municipalities do not have IT resources and require an easy unsophisticated process. For the more sophisticated entities we have our integration documentation online with developers on staff to help provide assistance. We do not hold back progress, in fact, we invite innovation and ideas to make our product better. If one department has a need more than likely another department will require something similar so we are not afraid to create something “out of the box” as we feel strongly that another client will benefit from the development. The ability to recognize that each client has different requirements and different needs and allowing those clients to continue down that path and use our services is what sets us apart from our competitors. We adapt, we don’t ask our clients to adapt. We want to grow and provide a good user experience through the development of our products which then leads to expanded utilization by the end user. It’s a “win win” for the client and for Federal Payments.

Rolando Navarro
Senior Account Executive

Mr. Navarro is responsible for managing and maintaining your E-Payments gateway solution with Federal Payments. Rolando has over 10 years of experience in the payments processing industry and has the skills to adapt and combine existing technology and procedures to enable government agencies to accept electronic payments. He is recognized as a leader in providing ecommerce solutions to government agencies and understands the operational and legislative issues that exist and assists the agencies in overcoming those issues to push forward with a solution that best fits their needs and the citizens. Rolando can be reached at 864-764-2002

ext 733 or via email at rolando.navarro@federalpayments.com

Reporting Capabilities

Besides sending a email every morning to show all payments made for the prior day, Federal Payments maintains an on-line, browser-based reporting service to provide essential monitoring tools allowing you to monitor departmental activity as it occurs. This real-time capability, combined with a consolidation of all points of origination (Point of Sale, IVR and Internet), provides a complete picture of all payment processes. The County will be provided with a hierarchy approach to reporting. This approach allows users to have access to only the reports that they need for their daily operations. At the highest level, the Hierarchy Administrator will be able to view all departments' activity and pull various reports in various formats. At the department level, the Administrator can assign privileges to the individuals who need to have access to the system to perform various duties such as generate reports, process voids and/or process refunds.

Our reporting service also allows extraction of key data such as payee name, the identifier of the transaction, date, the amount of the transaction and much more. The department will be able to customize their reports and are provided with a wide variety of formats. Reports can be generated using our on-line browser tool and they are placed on a secure FTP site daily as well if the department would prefer to download their data in this fashion. In addition, Federal Payments can provide custom flat files at no cost to the County.

Reports are also customizable and exportable in a variety of file formats such as XML, CSV, TIFF, PDF, HTML and MS Excel, allowing you to create the exact reports you need for your various departments (i.e. tax payments, building permits, parking tickets, recreation fees, etc.). Raw transaction data is made available to our clients via SFTP.

A brief introduction to Federal Payments' reporting tool, including samples of our detailed reports can be found in *Attachment A – Reporting System and Reports Samples* to this response.

Other Considerations

Set-up Process

Federal Payments will provide the County with assistance with the setup process including the following:

- All equipment required for implementation of our payment system.
- All training materials required.
- All promotional materials required.

Training and Education

Proposal for Electronic Payment Processing for the County of Boone, MO

As part of the implementation of Federal Payments' system, we will provide the County's staff with the necessary training to successfully use and implement our payment processing system.

Voids and Refunds

A detailed explanation of how to process a void or refund can be found in *Attachment A – Reporting System and Reports Samples* to this proposal.

For both credit cards and e-checks, funds from voids and refunds are available to the customer within 48 hours of processing the refund.

Float or Holding Times

For all transactions (credit cards, ACH debits, etc.), your funds are available within two business days from when the transaction is processed, excluding Federal and banking holidays. Federal Payments delivers these deposits via ACH. The schedule below describes an example of the specific funding schedule by days of the week:

Monday	funds available on Wednesday
Thursday	funds available on Monday
Saturday/Sunday	funds available on Tuesday

IVR and IWR Implementation Timelines

Federal Payments will work with the County on an exact implementation timeline for the 'live' date of the IVR and Internet upon award. Below is a timeline based on a kickoff date of September 6th.

Application, Agreement, other enrollment documentation	15 days	09/01/11	09/16/11	Boone County
Kick off meeting	1 day	09/06/11	09/06/11	FedPay/Boone
Internal Project Brief	3 days	09/07/11	09/10/11	FedPay
*includes draft of requirements				
Present requirements	1 day	09/12/11	09/12/11	FedPay

Proposal for Electronic Payment Processing for the County of Boone, MO

Review and sign off requirements	4 days	09/13/11	09/16/11	Boone County
Enrollment of account	2 days	09/19/11	09/21/11	FedPay
Customization	7 days	09/21/11	09/28/11	FedPay
Testing	7 days	09/28/11	10/05/11	Boone County
Training	3 days	10/05/11	10/07/11	FedPay/Boone
Live	28 days		10/11/11	

IVR Interface and Programming Requirements

Depending on the type of integration Federal payments can have the IVR system ready for testing between 30 to 60 days

Other Information

A copy of our Registration to do business in the State of Missouri is included as *Attachment D*.

Cost Proposal

Federal Payments has the ability to provide a zero cost solution to the Boone County. This includes no monthly maintenance fees, setup charges, research fees, transaction fees or software fees. With a convenience fee model approach, the citizen pays for the fees for processing the transaction. Federal Payments will deposit the amount of the transaction due to the County into a county's designated account and the convenience fee is posted to a Federal Payments account.

In addition to processing credit card payments for the County, Federal Payments offers the ability to accept electronic checks in a convenience fee model program. This electronic check (*e-Check*) acceptance offering includes a powerful check verification service-ATMVerify. With ATMVerify, we can now determine in real time whether a customer's account is currently overdrawn, frozen, closed, etc. thus ascertaining whether a check is likely to be returned. This service can effectively reduce the number of bad checks and therefore reduce losses to the City.

The County Collector and Federal Payments will work together to follow the guidelines of the card associations to implement the most comprehensive solution available.

We acknowledge the card association rules and will process the transactions according to those rules.

- In a tax convenience fee environment, Federal Payments will process two

Proposal for Electronic Payment Processing for the County of Boone, MO

separate transactions settling the tax amount into a City designated account and the convenience fee into a Federal Payments account.

- Federal Payments will complete the necessary paperwork with Visa to ensure that County of Boone is able to participate in the Visa Debit Tax Program.

Convenience Fee Model Pricing-Internet, IVR and POS

Tax Departments:

MasterCard, Visa, Discover and American Express cards

- 2.50% of the tax amount with a minimum fee of \$1.50
- \$3.95 for Visa debit card transactions

Electronic Checks

- Flat fee of \$1.50

The County has the option of absorbing the credit card and electronic check processing fees through all payment channels, if the county chooses to do so the following fees apply:

Absorbed Model Pricing Option-

Visa, MasterCard, Discover	Pass Through pricing + \$0.15+.30%*	Each transaction
American Express	Pass Through pricing + \$0.15	Each transaction
Electronic Check	w/o ATM Verify \$0.25	Each transaction
Electronic Check	with ATM Verify \$0.50	Each transaction
Other Check Fees	Returned item fee \$2.00	Each transaction
Electronic Lockbox	\$0.15	per transaction
IDVerify	\$0.45	Each transaction
IVR	\$1.25	Per Call
Paper Statements	\$5.00	Per statement
Retrieval Request	\$7.50	Per request

*Pass Through Pricing-the direct interchange, dues, assessments, access fees that are charged from the card associations to process transactions.

ATM Verify is a powerful check verification service that will be integrated into the payment processing services that Federal Payments provides. Payment verification is processed using the following methods:

Proposal for Electronic Payment Processing for the County of Boone, MO

- Valid Bank
- Valid Account Number
- Positive Fund Balance

Fund balance availability is based on the data provided by the account holder's bank.

ID Verify is a powerful consumer authentication service that will authenticate a consumer's identity in a matter of seconds.

Federal Payments identity verification service, a fraud management tool, was designed to provide your business with a rock-solid, real-time solution for identity verification with layered authentication tools that help you:

- Better manage business risk
- Avoid risky customers and clients
- Protect your customers
- Protect your data
- Prevent fraud and the resulting loss of revenue

IDVerify™ also features built-in flexibility that allows you to tailor your identity verification system to your specific business, industry or need. You can also bundle it with our ATMVerify® check verification solution to obtain the most comprehensive suite of fraud management tools available today.

*Federal Payments authentication tools query public data records like the U.S. Treasury OFAC Specially Designated Nationals List (SDN).

Other Pricing:

Secure Web Pay Integration	\$0.00	
AGI Integration	\$0.00	
Virtual Terminal On-line Reporting Tools	\$0.00	
POS Virtual Terminal Solution	\$0.00	
POS Card Wedge Reader (optional)	0-5 readers = \$35.00 per reader 5-10 readers = \$30.00 per reader 10-50 readers = \$25.00 per reader	purchase price per reader (optional)
VX510 or VX570	\$225.00-VX 510	purchase price per terminal

Proposal for Electronic Payment Processing for the County of Boone, MO

terminal/printer	\$425.00 VX 570	
Supplies	Thermal printer paper used with = \$60.00	per case
Master card RPPS Program**	\$150	One time set up Fee
	\$0.15	Per transaction

Other Payment Options

Electronic Lockbox Service

Many citizens are utilizing their online banking software to pay their bills. The citizen believes that the payments are being made electronically but that isn't always the case. Quite a few of the transactions turn into checks that are cut and mailed to the County. The County still has the manual process of opening these envelopes and manually posting and depositing these checks.

Federal Payments has partnered with Mastercard and is currently integrating with other networks that will give us the ability to convert the online billpay transactions into electronic transactions. Through the implementation process we contact the networks to let them know the information that the Bank needs to capture in order to make sure that the citizen is completing all of the information required so that when we send over the payment file to the County, the County will have everything needed to post the payment. In addition, the funds are electronically deposited into the County's account. The benefits are remarkable from the citizen and the County's perspective. The citizen will not have to worry about their checks not being mailed to your office. Their payments will actually post faster and it does not cost them more for this service to take place. The County will be able to eliminate a large portion of manually opening the mail and posting these payments and will not have as many posting errors. The County will save money and time.

Per transaction cost \$0.15/transaction

ATTACHMENT A –

REPORTING SYSTEM AND
REPORTS EXAMPLES

Reporting System and Other Tools

The purpose of this document is to demonstrate to Boone County the flexibility of the reporting and various other tools that are available to the County Treasurer’s office and to the other departments.

Part 1 – A Hierarchal Reporting System.

Each department can be provided with a Hierarchy Administrator login or the Treasurer’s Department can be provided with the Hierarchy login. The Treasurer will have will have the ability to login and review reports for all departments. This reporting system can be built up to five levels deep. This means that reports can be broken down by department and by payment channel (Internet, IVR and POS). Administrators can setup other users to review their own department’s reports for the day.

The screenshot displays the 'FEDERAL PAYMENTS' web application interface. At the top, the date is 'Tuesday, July 19, 2011' and the user is logged in as 'Group Administrator'. The main navigation bar includes 'Transactions' and 'Reporting'. The 'Reporting' section is active, showing 'Convenience Fee Detail'.

On the left side, there is a vertical menu with icons and labels for 'Origination', 'Deposit', 'Returns', 'Verify', and 'Scheduled'. Below this menu are buttons for 'Clients', 'Knowledge Center', 'User Options', 'Merchant Options', and 'Gateway Settings'.

The main content area features a date range selector with 'From: 07/12/2011' and 'To: 07/19/2011'. Below this is a section titled 'Advanced Reporting Options' with dropdown menus for 'Attempt: All', 'Debit or Credit: All', 'Type: All', and 'Response Code: All', along with a text input for 'Parcel #:'. A 'Generate Report' button is located at the bottom of this section.

On the right side, there is a 'My Hierarchy' tree structure under the heading 'MvHierarchy'. The hierarchy is as follows:

- My Hierarchy
 - Boone County
 - Boone County Collector
 - Property Tax
 - Auctioneer License Fees
 - Liquor License Fees
 - Merchant License Fees
 - Other Fees

The bottom right corner of the interface shows 'FedPay1'.

Part 2 – Ad-hoc Reporting and Exporting Data

With both viewing reports and exporting data, you have full control of the data. You can select the data you want to export, select the format and save this as a template so you can run the same report every day. If you choose to add fields at a later time, you can simply edit your template. Each department can have a different template, exporting the fields that are applicable to that department. In addition to this tool Federal Payments provides a daily flat file on a secure FTP site for all of our clients and their departments. We can also provide a custom flat file at no expense to the County.

FEDERAL PAYMENTS

Tuesday, July 19, 2011 Logged in as: Group AdministratorHome | Logout

Transactions | **Export Transactions**

Export | **Templates**

Template
 Ad-Hoc
 MYOB®
 QuickBooks®

From: To:

Search By: Report:

Product: Format:

Template: Show Header

Type:

Advanced Export Options

All:
 Authorized: Funded: Rejected: Unfunded: Declined: Pending:

Reviewed: Void: Failed: Ready: Settled:

Selection: = Value: And

Fields

All Fields	Fields to Export
BillTo Postal Code	BillTo FirstName
BillTo State	BillTo LastName
BillTo Street Line 1	
BillTo Street Line 2	
BillTo Telephone Number	
Card Type	
Cardholder Name	
Check Number	
Client ID	
Consumer ID	
Convenience Fee	
Convenience Fee Principal	
Created Date	
Credit Card Processor	

Part 3- Export Templates can be created

Templates can be created, edited and named.

FEDERAL PAYMENTS

Tuesday, July 19, 2011 Logged in as: Group AdministratorHome | Logout

Template Editor

Export | **Templates**

- CSV Templates
- HTML Templates
- Excel Templates 97-2003

Name	Header	Description	Edit	Delete
DailyTransactions	Show <input checked="" type="checkbox"/>	Daily Export		

All Fields

- Account Code
- Account Type
- Attempt Number
- Authorization Code
- AVS Method
- AVS Result
- Batch Reference Code
- BillTo City
- BillTo Company Name
- BillTo Email Address
- BillTo Postal Code
- BillTo State
- BillTo Street Line 1
- BillTo Street Line 2
- BillTo Telephone Number
- Card Type
- Cardholder Name
- Check Number
- Client ID
- Consumer ID

Fields to Export

- BillTo FirstName
- BillTo LastName
- Parcel #
- Total Amount
- Response Code

JH Template

- TAB Templates
- XML Templates

FedPay1

Various templates can be created in several different formats.

The screenshot displays the 'FEDERAL PAYMENTS' web application interface. At the top, the date is 'Tuesday, July 19, 2011' and the user is logged in as 'Group Administrator' with links for 'Home' and 'Logout'. The main navigation menu on the left includes 'Transactions', 'Reporting', 'Clients', 'Knowledge Center', 'User Options', 'Merchant Options', and 'Gateway Settings'. The 'Transactions' menu is expanded, showing 'Add', 'Search', and 'Export' options. The 'Template Editor' section is active, with a sub-menu for 'Templates' containing a list of template formats: CSV Templates, HTML Templates, Excel Templates 97-2003, TAB Templates, and XML Templates. A 'FedPay1' label is visible in the bottom right corner of the interface.

Each template can be associated with a specific Merchant ID or all of them can utilize the same template to export information.

FEDERAL PAYMENTS

Tuesday, July 19, 2011 Logged in as: Group Administrator [Home](#) | [Logout](#)

Transactions

Export Transactions

Export **Templates**

Template Ad-Hoc MYOB® QuickBooks®

From: To:

Search By: Report:

Product: Format:

Template:

Type:

Advanced Export Options

Fields

Hierarchy

Reporting

Clients FedPay1

Knowledge Center

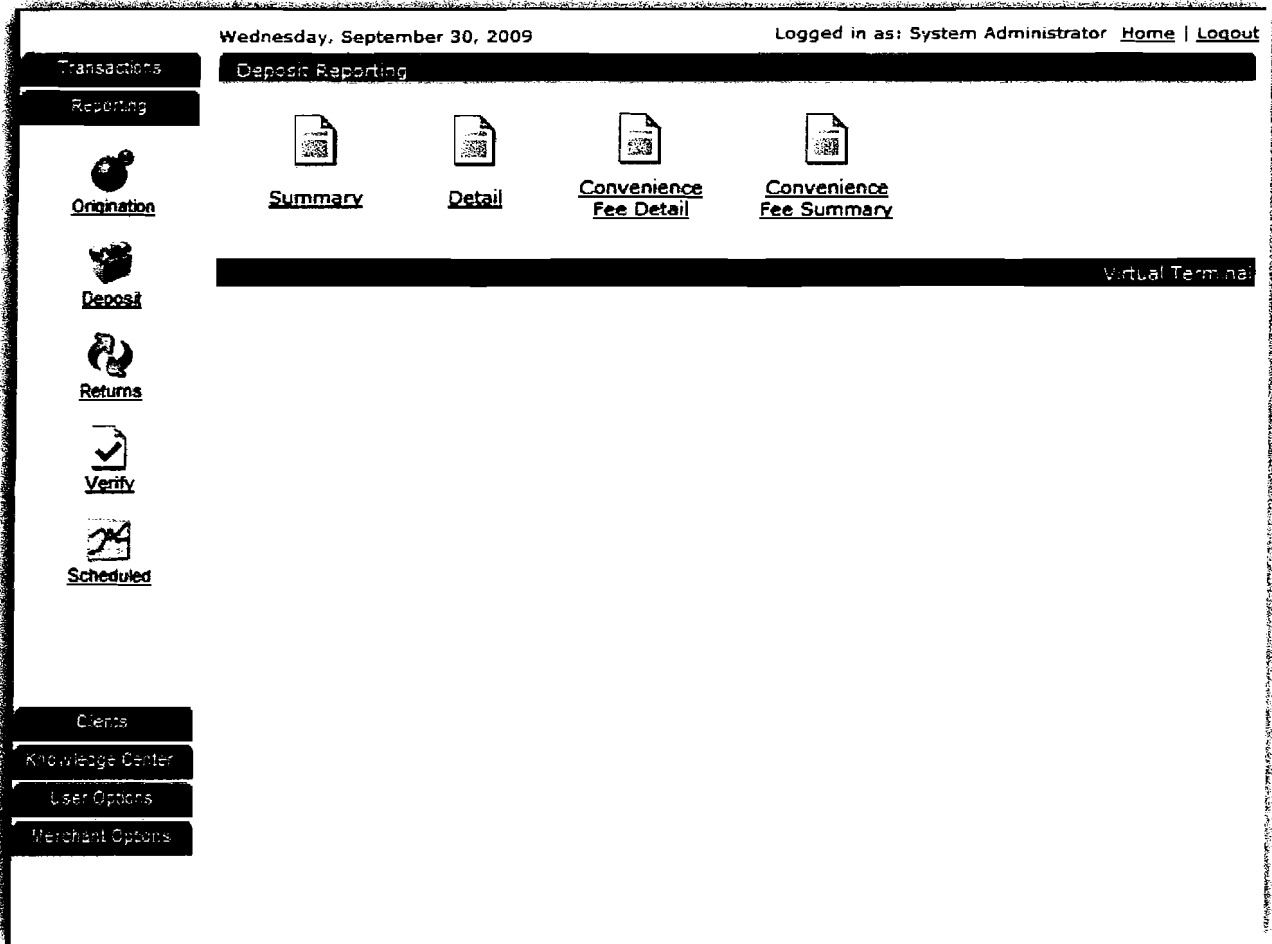
User Options

Merchant Options

Gateway Settings

Part 4 - Main Reporting Page.

Our main page is very simple, but contains links to every type of report you could need. From here, you can select to view reports of transactions that are occurring at the present time (Origination) or transactions that have been settled (Deposit). You can also select if you want to view the detail of the transactions and within this option you will have advanced reporting options or you can view a recap or summary by card type and electronic check.



Exporting Reports to Different File Formats

Below is an example of detail report that is available in a variety of different formats including XML, CSV, TIFF, PDF, HTML and MS Excel.

Convenience Fee
July 5, 2010 to July 9, 2010

Details for Monday July 5, 2010
Funded Credit Cards

COUNTY OH R/E TAX INT (130269)

Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit Credit	Tran Amount	Conv Fee	Amount w/ Fees	Fund Amount
7/5/2010	Ernest Bode	694404	SWP	186235455	AMER	D	\$2,850.33	\$0.00	\$2,850.33	\$2,850.33
7/5/2010	gerard francois	19347	SWP	186235455	VISA	D	\$200.00	\$0.00	\$200.00	\$200.00
7/5/2010	gerard francois	01524	SWP	186235455	VISA	D	\$320.00	\$0.00	\$320.00	\$320.00
7/5/2010	Jean Bauer	1434571	SWP	186235455	MAST	D	\$68.29	\$0.00	\$68.29	\$68.29
7/5/2010	Odell Mitchell	1012167	SWP	186235455	MAST	D	\$186.30	\$0.00	\$186.30	\$186.30
7/5/2010	Paul Gaytan	2338011	SWP	186235455	VISA	D	\$520.76	\$0.00	\$520.76	\$520.76
7/5/2010	Paul Gaytan	2338014	SWP	186235455	VISA	D	\$121.93	\$0.00	\$121.93	\$121.93
Total for Merchant - COUNTY OH R/E TAX INT (130269):							\$4,267.61	\$0.00	\$4,267.61	\$4,267.61
Total Funded Credit Cards: \$4,267.61										

Totals for Monday, July 5, 2010

	eChecks	MC/VISA	Amex	Discover	Other CC	Total CC	Sub Total	Conv Fee	Total Funded
Debit (Sales):	\$0.00	\$1,417.28	\$2,850.33	\$0.00	\$0.00	\$4,267.61	\$4,267.61	\$0.00	\$4,267.61
Credits (Refunds):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returns:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UnChargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$0.00	\$1,417.28	\$2,850.33	\$0.00	\$0.00	\$4,267.61		\$0.00	\$4,267.61

Detail Report Example - Excel format

In this example, the detail of tax transactions for a specific time period are provided in excel format. Credit card and electronic check activity is provided separately. If the Treasurer’s Office has multiple departments, all department reports can be generated and viewed at one time or individual department reports can be generated and viewed individually.

Convenience Fee Detail Report										
July 6, 2010 to July 7, 2010										
Details for Tuesday July 6, 2010										
Funded Credit Cards										
COUNTY OH R/E TAX INT (130269)										
Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit Credit	Tran Amount	Conv Fee	Amount w/Fees	Fund Amount
7/6/2010	AC	3888688	SWP	188005140	DISC	D	\$1,998.47	\$0.00	\$1,998.47	\$1,998.47
7/6/2010	Elizabeth	0856326	SWP	188005140	MAST	D	\$79.63	\$0.00	\$79.63	\$79.63
7/6/2010	JAMES P & NANCY	0511371	SWP	188005140	MAST	D	\$751.94	\$0.00	\$751.94	\$751.94
7/6/2010	Linda	1206454	SWP	188005140	VISA	D	\$1,915.21	\$0.00	\$1,915.21	\$1,915.21
Total for Merchant - LUCAS COUNTY OH RE TAX INT (130269):							\$4,745.25	\$0.00	\$4,745.25	\$4,745.25
Total Funded Credit Cards: \$4,745.25										
S01 - Funded First Attempt										

S01 - Funded First Attempt										
COUNTY OH R/E TAX INT (130269)										
Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit Credit	Tran Amount	Conv Fee	Amount w/Fees	Fund Amount
7/6/2010	Christoph	2304161	SWP		eCheck	D	\$2,161.48	\$0.00	\$2,161.48	\$2,161.48
7/6/2010	Curt	2102162	SWP		eCheck	D	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
7/6/2010	Darlene	3623031	SWP		eCheck	D	\$905.76	\$0.00	\$905.76	\$905.76
7/6/2010	David	3887086	SWP		eCheck	D	\$2,416.49	\$0.00	\$2,416.49	\$2,416.49
7/6/2010	Denise	7858987	SWP		eCheck	D	\$1,653.94	\$0.00	\$1,653.94	\$1,653.94
7/6/2010	LEE	0730241	SWP		eCheck	D	\$1,027.21	\$0.00	\$1,027.21	\$1,027.21
7/6/2010	Mevin	0262081	SWP		eCheck	D	\$709.82	\$0.00	\$709.82	\$709.82
7/6/2010	ronald	0106347	SWP		eCheck	D	\$746.82	\$0.00	\$746.82	\$746.82
7/6/2010	Thomas/Sharon	1618844	SWP		eCheck	D	\$50.00	\$0.00	\$50.00	\$50.00
Total for Merchant - LUCAS COUNTY OH RE TAX INT (130269):							\$12,671.52	\$0.00	\$12,671.52	\$12,671.52
Total S01 - Funded First Attempt: \$12,671.52										

Summary Report

An overall summary report can be generated and viewed by Department or as the example displays below, all of the departments can be generated and viewed at one time.

Summary Report									
September 23, 2009 to September 23, 2009								<input type="checkbox"/> Show Merchant Sub Totals <input type="checkbox"/> Multiple Merchants	
Overall Summary									
Totals for 999999 - TAX DEPARTMENT									
	eChecks	MC/VISA	Amex	Discover	Other CC	Total CC	Sub Total	Conv Fee	Total Funded
Debit (Sales):	\$11,614.00	\$102,549.00	\$10,104.00	\$5,716.00	\$0.00	\$118,369.00	\$129,983.00	\$2,796.25	\$132,781.25
Credits (Refunds):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returns:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chargebacks:	(\$105.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$105.00)	(\$1.75)	(\$106.75)
UnChargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$11,509.00	\$102,549.00	\$10,104.00	\$5,716.00	\$0.00	\$118,369.00		\$2,796.50	\$132,674.50
Totals for 999999 - LICENSING DEPT									
	eChecks	MC/VISA	Amex	Discover	Other CC	Total CC	Sub Total	Conv Fee	Total Funded
Debit (Sales):	\$0.00	\$1,575.00	\$225.00	\$45.00	\$0.00	\$1,845.00	\$1,845.00	\$82.00	\$1,927.00
Credits (Refunds):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returns:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UnChargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$0.00	\$1,575.00	\$225.00	\$45.00	\$0.00	\$1,845.00		\$82.00	\$1,927.00
Totals for 999999- JUDICIAL ADMINISTRATION									
	eChecks	MC/VISA	Amex	Discover	Other CC	Total CC	Sub Total	Conv Fee	Total Funded
Debit (Sales):	\$4,440.94	\$15,196.06	\$3,478.50	\$450.00	\$0.00	\$19,124.56	\$23,585.50	\$750.00	\$24,315.50
Credits (Refunds):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returns:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chargebacks:	(\$307.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$307.00)	(\$10.00)	(\$317.00)
UnChargebacks:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$4,133.94	\$15,196.06	\$3,478.50	\$450.00	\$0.00	\$19,124.56		\$740.00	\$23,998.50
REPORT GRAND TOTALS									

Part 5 – Searching for a Specific Transaction

In addition to the robust reporting available, we also have the ability to search for a specific transaction. From the example below, you can see that transactions can be filtered by date, payee name, last four digits of the credit card, amount of transaction, etc. This will help you identify if a particular transaction has been completed or, as you will see in the next section, find a transaction that may need to be voided or reversed.

FEDERAL PAYMENTS

Tuesday, July 19, 2011 Logged in as: Group Administrator [Home](#) | [Logout](#)

Transactions Search Transactions

Add Report: All Merchant: LUCAS COUNTY OH R/E TAX INT

Search From: 07/12/2011 To: 07/19/2011

Export Selection: First Name = Value: And

Search

FedPay1

Reporting
Clients
Knowledge Center
User Options
Merchant Options
Gateway Settings

Part 6 – Voiding and Reversing Transactions

Once a particular transaction has been identified, you will be able to see all pertinent data regarding that transaction. As you can see below, all transaction information is available to you in a single, concise report. Specific detail available includes payee name, date of transaction, amount of transaction, transaction type, etc. At the bottom of the screen, you will notice buttons that allow you to void the transaction (same day) or reverse the transaction (after settlement). This functionality is only allowed by users that have been approved by the Hierarchy Administrator.

FEDERAL PAYMENTS

Tuesday, July 19, 2011
Logged in as: Group Administrator [Home](#) | [Logout](#)

Transactions

[Add](#)

[Search](#)

[Export](#)

Transaction Details < Back to Search Results

[Authorization Form](#)

<p>Bill To</p> <p>Last/First Name: John Doe Company Name: N/A Address: 123 S Maple Dr. City/State/Postal Code: Holland OH 43528 Phone: 217-555-1212 Email Address: Jdoe@hotmail.com Consumer ID: N/A</p>	<p>Ship To</p> <p>Last/First Name: N/A Company Name: N/A Address: N/A City/State/Postal Code: N/A</p>
<p>Order</p> <p>Parcel #: 7102404 Wallet ID: N/A Field 1: N/A Field 2: N/A Field 3: N/A Field 4: N/A</p>	<p>Payment</p> <p>Credit Card #: *****1042 Card Type: VISA Convenience Principal: \$ 0.00 Convenience Fee: \$ 0.00 Sales Tax: \$ 0.00 Proc Card: no Amount: \$ 792.71 Date: 7/16/2011 10:48 AM PDT Entered By: SWP</p>

Transaction Details

Detail

Transaction ID: c1ecb292-33f9-471f-9d35-996a927b8f96	
Status: settled	Response Type: A
Transaction Type: CC Sale(10)	Response Code: A01
Response Description: APPROVED	
Ip Address: 72.241.114.30	Verify Result: N/A
Source: Secure Web Pay	Auth Code: 04850C
Settlement Date: 7/16/2011 10:16:36 PM	Settlement Result: N/A

AVS Results

None

New
Void
Resubmit
Reverse
Capita

Part 7 – Conclusion

This is an introduction to the capabilities of Federal Payments' Reporting System. We are confident that we can meet the reporting needs of Boone County and its divisions and can provide the County a more comprehensive demonstration at the County's convenience.

ATTACHMENT B –

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND
VOLUNTARY EXCLUSION

(Please complete and return with Proposal Response)

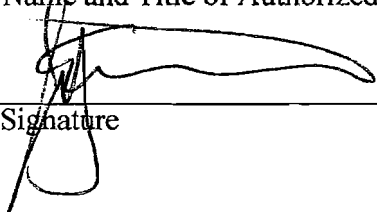
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey J. Thorness President & CEO
Name and Title of Authorized Representative


Signature

7/28/11
Date

ATTACHMENT C –

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2011

PRODUCER (360) 734-1161 FAX: (360) 734-1173

Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham WA 98227

INSURED

Ach Direct, Inc.
500 W Bethany #200

Allen TX 75013-3730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Specialty Programs

INSURER B: AXIS Surplus Insurance Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	52UUNKT0744	3/15/2011	3/15/2012	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		ANY AUTO				
A		ALL OWNED AUTOS	52UUNKT0744	3/15/2011	3/15/2012	BODILY INJURY (Per person) \$
		SCHEDULED AUTOS				
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
A		DEDUCTIBLE	52RHUKB9292	3/15/2011	3/15/2012	\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B		Other Errors & Omissions	ECN000059181101	3/15/2011	3/15/2012	Each Wrongful Act 2,000,000
		Includes Cyber & Tech Activities	Claims Made Policy			Aggregate Limit 2,000,000
						Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **XXX** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim Dickerson/KER

ATTACHMENT D –

REGISTRATION TO DO
BUSINESS IN MISSOURI

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

ACH DIRECT, INC.
F01151612

using in Missouri the name

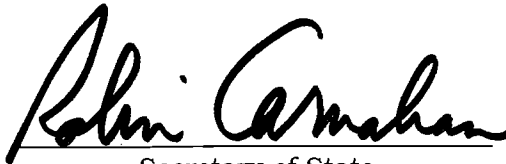
ACH DIRECT, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of California.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.

Done at the City of Jefferson, this
24th day of June, 2011.


Secretary of State



ATTACHMENT E –

WORK AUTHORIZATION
CERTIFICATION

Company ID Number: 322102

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and ACH Direct Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

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7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

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photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed) and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

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authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B, below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated

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within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

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not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

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referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E-Verify



Company ID Number: 322102

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer	
Name (Please Type or Print)	Title
<i>Jeff Kump</i>	<i>CFO/COO</i>
Signature	Date
<i>[Signature]</i>	
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number: 322102

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	ACH Direct
Company Facility Address:	500 W. Bethany Rd #200 Allen, TX 75013
Company Alternate Address:	
County or Parish:	Collin
Employer Identification Number:	33 0903620
North American Industry Classification Systems Code:	522
Administrator:	Debbie Fawcett
Number of Employees:	71
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)



Company ID Number: 322102

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Debbie Fowler
Telephone Number:	(469) 675-9920 (x726)
Fax Number:	(469) 675-8738
E-mail Address:	debbie.fowler@adirect.com

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

E-Verify

Employment Eligibility Verification



Welcome
Debra Fowler

User ID
DEFW1587

Last Login
12/27/2011 07:27:10 AM

Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: ACH Direct Inc

Company ID Number: 322102

Doing Business As (DBA) Name:

DUNS Number:

[View / Edit](#)

Physical Location:

Address 1: 500 West Bethany

Address 2: Suite 200

City: Allen

State: TX

Zip Code: 75013

County: COLLIN

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 330903620

Total Number of Employees: 20 to 99

Parent Organization: ACH Direct Inc.

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 522 - CREDIT INTERMEDIATION AND RELATED ACTIVITIES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)



ATTACHMENT F-

ADDENDUMS



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #1 - Issued June 2, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Are there integration requirements with existing data management providers? If so, what integration format would be accepted (i.e. flat file, xml, etc)?

Response: Our tax collection programs are written and supported in-house. File formats acceptable are: flat file, xml file, csv delimited file and tab delimited file.

- 2) **Question:** Are there any requirements concerning the deposit bank? Who is the deposit bank?

Response: We are currently rebidding our depository bank agreement and that agreement will require ACH processing capabilities.

- 3) **Question:** Are there specific settlement timeline requirements?

Response: Credit card companies/issuers have varying time frames for funds to be available. Under 3.3.D.4., we are asking responders to provide a settlement of funds schedule.

- 4) **Question:** Offeror's are required to provide proof of registration with the State of Missouri. Does this include being a Licensed Money Transmitter for the State of Missouri?

Response: Registration with the Missouri Division of Finance as a money transmitter is required. See the Sale of Check Laws found in 361.700 - 361.727 RSMo and/or regulations under 20CSR1140-12.010.

- 5) **Question:** Can you provide me with the Gross Collections for taxes for Boone County for 2010

Response: The gross collections for base real and personal property taxes for the fiscal year ending February 28, 2011:

Base personal property tax: \$23,222,719.03

Base real estate tax: \$116,949,685.67

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # **26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920 x 709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #2 - Issued June 14, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Will a word version of the RFP be made available to the respondents?

Response: Offerors may e-mail mbohbitt@boonecountymo.org to request a Word version of the RFP.

- 2) **Question:** Can you confirm what company currently provides your merchant services

Response: Greek Management Inc. for mailed and pay in-person transactions. Official Payments Corporation for online and IVR transactions.

- 3) **Question:** Is the merchant contract available for review?

Response: There is not a current, existing contract.

- 4) **Question:** How many departments/locations are collecting tax payments?

Response: This RFP is for the office of the Boone County Collector of Revenue only.

- 5) **Question:** Can you confirm that the financial data provided in RFP section 3.1 Background or 5.1 Fees, represents the entire volume of card and e-check transactions collected from the gross tax revenue referenced in Addendum #1 (Personal Property = \$23,222,719.03 and Real Estate \$116,949,685.67)?

Response: The financial data provided in RFP section *3.1 Background* represents the actual credit card and e-check usage fore the collector's fiscal year ended 02/28/2011. The data provided in *5.1 Fees* are estimated usages to be used by the Offeror to provide a fee schedule. The tax revenue referenced in Addendum #1 represents the gross tax revenue collected from all payment mediums - check, cash, money orders, credit cards and e-checks.

- 6) **Question:** Can the County provide a breakdown by card type (VISA/MasterCard/Discover/American Express)?

Response: Not at this time

- 7) **Question:** Within 3.2. e&f, can you confirm that the County is not presently assessing a convenience fee through the USPS or Payment In-Person channels?

Response: There is a 3.90% convenience fee assessed to the taxpayer for credit card payments received via mail or paid in-person. This fee is not charged or retained by the County; but rather by the 3rd party payment processor.

- 8) **Question:** Can you clarify the term on-line method in 3.2.c&f?

Response: It is anticipated that payments received via mail or paid in-person would be processed through a web based payment processing system. Mailed in payments would be keyed into the system by office staff to complete the transaction. Taxpayers paying in person would swipe their card and the web based system would be populated from this swipe to complete the transaction.

- 9) **Question:** Can you clarify the term e-check? Is this check conversion at a point of sale or is this more akin to a draft from a constituent's checking account?

Response: For purposes of this RFP, e-check is not defined as check conversion at a point of sale terminal. It is anticipated that taxpayers would enter their bank account and routing number online or through the IVR system to process their tax payments.

- 10) **Question:** Does the County anticipate collecting fees, fines or other non tax revenue in the future?

Response: The primary payments processed via credit cards and e-checks would be real estate and personal property tax payments. The collector's office sees a benefit in allowing licenses, permits and various special assessments to be processed via credit cards and e-checks as well.

- 11) **Question:** Is the County accepting payments through any third party payment gateways? If yes can you provide the name of these gateways and where they are being used(PayPal, Authorize.Net, VeriSign etc.)?

Response: No

- 12) **Question:** Is the County using a billing/AP system?

Response: No

- 13) **Question:** What is the name of that billing/AP system?

Response: Not Applicable

- 14) **Question:** Does the County anticipate using any of the credit acceptance features in that billing system at some point in the future?

Response: Not Applicable

15) **Question:** The County references that the Contractor is responsible for providing six (6) credit card terminals in 3.2.f. Is it the expectation that these devices be provided to the County at no cost through the term of the agreement?

Response: The Offeror is to determine if the devices will be sold, leased, or provided free of charge and clearly outline that in their proposal response.

16) **Question:** If you are accepting payments online, do you currently have a return and privacy policy on your website?

Response: We have an internet disclaimer the user must click before proceeding with a payment.

17) **Question:** The County is able to accept American Express online and assess a convenience fee but not through its other channels. Is that because the online service is provided by a different vendor?

Response: Yes, we use a different vendor that allows for taxpayers to use American Express as a method of payment online and via IVR.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920 x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #3 - Issued June 16, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Does the County desire a "no cost" model, whereby all fees necessary to fund the gateway and merchant services are collected from the payer through a convenience fee? It appears that this is the way the County is collecting online payments today, however, section '5.1. Fees' appears to ask for some of the fees commonly charged to the merchant in a non-convenience fee environment.

Response: Yes, the County prefers a "no cost" approach to allow taxpayers the option of using credit cards to make property tax payments. Any transaction fees that are charged would be passed along to the taxpayer in the form of a "convenience fee". The County will make it clear to the taxpayer that the County does not charge or retain any of the fees.

However, the County understands there may be some charges and fees that it considers "cost of doing business". These should be addressed by the responders in section '5.1. Fees'.

- 2) **Question:** Under section '3.2 Contractor Requirements, subsections c, e, & f', the County asks about USPS mail and in person credit card acceptance and it's noted that the Collector will process through an online method. Can it be assumed that the Collector plans to receive these payments via mail and in person and then enter them into the administrative site of whichever online gateway firm is chosen? Are the six credit card swipe machines a mandatory requirement to utilize the online gateway for in person payments?

Response: It is anticipated that payments received via mail or paid in-person would be processed through a web based payment processing system. Mailed in payments would be keyed into the system by office staff to complete the transaction. Taxpayers paying in person would swipe their card and the web based system would be populated from this swipe to complete the transaction.

The use of the credit card swipe machines would be a convenience to the office staff and to help cut down on data entry into the web based payment processing system.

The responder is to determine if the devices will be sold, leased, or provided free of charge.

By: Melinda B. Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #4 - Issued June 20, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Change in RFP acceptance and opening dates: Sealed proposals will be accepted until **1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Department, Boone County Johnson Building, Conference Room 213, 601 E. Walnut Street, Columbia, MO 65201.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Proposal # **26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3130

Phone Number: 469-675-9920 x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #5 - Issued June 20, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Change in RFP regarding date questions allowed by:

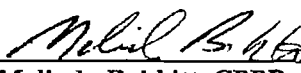
2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later **than 5:00 p.m., July 13, 2011** (in order to allow enough time for the County to provide a response). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

a. Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Department, Boone County Johnson Building, Conference Room 213, 601 E. Walnut Street, Columbia, MO 65201.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #5 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920 x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature:  Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #6 - Issued July 7, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

1) Question: In 3.2.a.B. on page 10 and on page 12 in 3.3.D.5 you use two acronyms that need clarification so we can meet the need properly.

By referring to an IVR (Integrated Voice Response) company, we suppose that you are referring to phone-in payments, possibly recorded by a secure voice messaging service that would not have to be re-keyed into your in-house billing system.

In addition, an IWR (Integrated Web Response) company, we suppose that you are referring to taxpayer keyed payments online that would not have to be re-keyed into your in-house billing system.

Please confirm or correct our definitions of IVR company and IWR companies.

Response: We envision IVR being an automated voice response payment system in which taxpayers would make property tax payments by entering a bill number, an amount to pay and either their credit card or bank account (echeck) information via the telephone. We would receive a detailed transaction report the following business day from the processor as to the bill numbers and amounts paid. The collector's office would then process the payments. There would be no direct link from the IVR system and collector's tax file.

IWR is what we consider an online payment processing portal. The property tax payment information will be contained on the county's website; and, taxpayers will start the online payment process by accessing the collector's site. Once the taxpayer selects which bill(s) to pay, the taxpayer should be directed to the online payment processor's system to complete the transaction. There will have to be some interface between the collector's payment database and the payment processor's system in regards to transmitting the tax bill information. We would receive a detailed transaction report the following business day from the processor as to the bill numbers and amounts paid, along with any applicable payer information. The collector's office would then process the payments. There would be no direct link from the online payment system and collector's tax file in regards to auto-posting property tax payments.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #6 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #7 - Issued July 14, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

1) Question: Would the county consider managing the convenience fee? This control would allow for a lower convenience fee to the residents of Boone County, thereby increasing the credit card usage and decreasing cash and check users.

Response: The collector's office prefers a model in which the convenience fees are passed along to the taxpayer at the time of payment. The collector's office does not wish to charge or retain any of the convenience fees.

2) Question: For e-checks, does the county require a solution that provides verification and/or warranty services or simply a service that deposits the funds into the County's account with no verification or warranty on the check amount?

Response: The current e-check solution does not provide verification and/or warranty services. If this option is available, and the convenience fee differs; responders can indicate both cost structures in the bid response. E-check warranty is not a requirement to be considered for this RFP.

3) Question: Are all transactions for tax payments only, or are there other types of transactions such as court costs, fines and license fees?

Response: The primary payments processed via credit cards and e-checks would be real estate and personal property tax payments. The collector's office sees a benefit in allowing licenses, permits and various special assessments billed by the collector's office to be processed via credit cards and e-checks as well.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #7 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: ACH Direct, Inc. dba Federal Payments
Address: 500 W. Bethany Drive, Suite 200
Allen, Texas 75013-3730

Phone Number: 469-675-9920 x709 Fax Number: 469-675-8730
E-mail address: jeff.thorness@achdirect.com

Authorized Representative Signature: [Signature] Date: 7-28-11

Authorized Representative Printed Name: Jeffrey J. Thorness

ATTACHMENT G-

TERMS AND CONDITIONS

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Federal Payments ("FEDPAY") a dba of ACH Direct, Inc. a California corporation and _____ ("Agency").

FEDPAY and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") to Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FEDPAY or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FEDPAY to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FEDPAY hereby grants to Agency a non-exclusive and non-transferable license to access and use FEDPAY's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FEDPAY. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FEDPAY. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FEDPAY's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FEDPAY's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FEDPAY, whether or not specifically recognized or perfected under applicable law. FEDPAY shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FEDPAY products or services and/or any new programs, upgrades, modifications or enhancements developed by FEDPAY in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FEDPAY by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FEDPAY all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FEDPAY's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FEDPAY (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FEDPAY. As such, if FEDPAY becomes aware of Agency's breach or threatened breach of this Section, FEDPAY may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FEDPAY.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FEDPAY as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FEDPAY may immediately terminate this Agreement without prior notice in the event that (i) there is a

material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FEDPAY to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FEDPAY shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. All Transactions sent to FEDPAY utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Auth/Capture Transactions. If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FEDPAY.

6.2 Transaction Format. FEDPAY is responsible only for processing Transactions which are received and approved by FEDPAY in the proper format, as established by FEDPAY.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 Merchant Account. In order to provide transaction processing services, FEDPAY may need to establish one or more Merchant Accounts on Agency's behalf or require Agency to establish a Merchant Account with a provider pre-approved by FEDPAY.

6.4 Modifying Transactions. Agency shall regularly and promptly review all Transactions and shall immediately notify FEDPAY upon discovery of any and all discrepancies between Agency's records, FEDPAY and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FEDPAY will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FEDPAY. Agency agrees that FEDPAY will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FEDPAY's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.5 Delay or Rejection of Transactions. FEDPAY may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FEDPAY has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FEDPAY shall have no liability to Agency by reason of the rejection of any such Transaction.

- 6.6 **Returned Items.** FEDPAY shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.7 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.8 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FEDPAY reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FEDPAY will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FEDPAY, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.9 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.10 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network.
- 6.11 **Reporting.** FEDPAY will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FEDPAY Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FEDPAY upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **ACH Settlement Authorization.** Agency authorizes FEDPAY to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under

this Agreement will be settled by and between Agency and Constituent. Agency agrees that FEDPAY bears no responsibility or involvement in any such dispute.

10. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FEDPAY to facilitate FEDPAY's compliance with any applicable Law, Rule or Regulation. Additionally, Agency shall reimburse FEDPAY for any fines or loss of funds imposed on FEDPAY for any violation of the Rules, Regulations or Laws by Agency.

11. Pricing and Payment.

- 11.1 FEDPAY will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.
- 11.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FEDPAY shall have the right to adjust the service fee in accordance to the experiential transaction activity.
- 11.3 FEDPAY's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FEDPAY experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FEDPAY will pass through the increases with no additional markup to Agency. FEDPAY will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

12. Indemnification.

Each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any alleged violation by the party of any applicable Law, Rule or Regulation.

13. Limits of Liability.

- 13.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FEDPAY's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FEDPAY during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 13.2 FEDPAY shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or

clearing houses through which Transactions may be originated or through which FEDPAY may receive or transmit information, and no such entity shall be deemed an agent of FEDPAY.

14. Representations and Warranties.

14.1 FEDPAY's Representations and Warranties.

- 14.1.1 FEDPAY represents and warrants to Agency that FEDPAY's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FEDPAY and any third party.
- 14.1.2 To the best of FEDPAY's knowledge, no performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.1.3 When executed and delivered by FEDPAY, the agreement with Agency will constitute the legal, valid, and binding obligation of FEDPAY, enforceable in accordance with its terms.

14.2 Agency's Representations and Warranties.

- 14.2.1 Agency's agreement to license FEDPAY's products and services and to engage FEDPAY to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 14.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to FEDPAY in support of this Agreement nor Agency's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.2.3 None of the activities for which Agency has engaged the services of FEDPAY shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 14.2.4 When executed and delivered by Agency, the agreement with FEDPAY will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

15. Service Policy.

Except as otherwise specifically provided herein, FEDPAY's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that FEDPAY does not warrant that the Services will be uninterrupted or error free and that FEDPAY may occasionally experience delays or outages due to disruptions that are not within FEDPAY's control. Any such interruption shall not be considered a breach of this Agreement by FEDPAY. FEDPAY shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

18. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

19. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FEDPAY:

Federal Payments
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

22. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed

in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Federal Payments:

Agency:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : ach direct
State : TEXAS

As of 24-Aug-2011 12:02 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

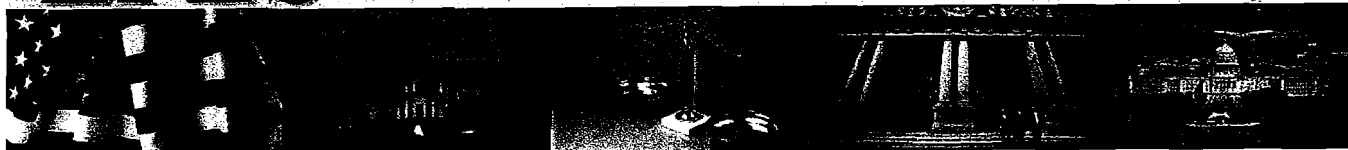
- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

EPLS

Excluded Parties List System



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EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : ach direct
State : MISSOURI

As of 24-Aug-2011 12:03 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

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- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : federal payments
State : MISSOURI

As of 24-Aug-2011 12:03 PM EDT

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- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : federal payments

State : TEXAS

As of 24-Aug-2011 12:04 PM EDT

Save to MyEPLS

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Reports

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Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #7 - Issued July 14, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

1) Question: Would the county consider managing the convenience fee? This control would allow for a lower convenience fee to the residents of Boone County, thereby increasing the credit card usage and decreasing cash and check users.

Response: The collector's office prefers a model in which the convenience fees are passed along to the taxpayer at the time of payment. The collector's office does not wish to charge or retain any of the convenience fees.

2) Question: For e-checks, does the county require a solution that provides verification and/or warranty services or simply a service that deposits the funds into the County's account with no verification or warranty on the check amount?

Response: The current e-check solution does not provide verification and/or warranty services. If this option is available, and the convenience fee differs; responders can indicate both cost structures in the bid response. E-check warranty is not a requirement to be considered for this RFP.

3) Question: Are all transactions for tax payments only, or are there other types of transactions such as court costs, fines and license fees?

Response: The primary payments processed via credit cards and e-checks would be real estate and personal property tax payments. The collector's office sees a benefit in allowing licenses, permits and various special assessments billed by the collector's office to be processed via credit cards and e-checks as well.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #7 to Request for Proposal # 26-05JUL11 – **Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #6 - Issued July 7, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

1) Question: In 3.2.a.B. on page 10 and on page 12 in 3.3.D.5 you use two acronyms that need clarification so we can meet the need properly.

By referring to an IVR (Integrated Voice Response) company, we suppose that you are referring to phone-in payments, possibly recorded by a secure voice messaging service that would not have to be re-keyed into your in-house billing system.

In addition, an IWR (Integrated Web Response) company, we suppose that you are referring to taxpayer keyed payments online that would not have to be re-keyed into your in-house billing system.

Please confirm or correct our definitions of IVR company and IWR companies.

Response: We envision IVR being an automated voice response payment system in which taxpayers would make property tax payments by entering a bill number, an amount to pay and either their credit card or bank account (echeck) information via the telephone. We would receive a detailed transaction report the following business day from the processor as to the bill numbers and amounts paid. The collector's office would then process the payments. There would be no direct link from the IVR system and collector's tax file.

IWR is what we consider an online payment processing portal. The property tax payment information will be contained on the county's website; and, taxpayers will start the online payment process by accessing the collector's site. Once the taxpayer selects which bill(s) to pay, the taxpayer should be directed to the online payment processor's system to complete the transaction. There will have to be some interface between the collector's payment database and the payment processor's system in regards to transmitting the tax bill information. We would receive a detailed transaction report the following business day from the processor as to the bill numbers and amounts paid, along with any applicable payer information. The collector's office would then process the payments. There would be no direct link from the online payment system and collector's tax file in regards to auto-posting property tax payments.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #6 to Request for Proposal # **26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #5 - Issued June 20, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Change in RFP regarding date questions allowed by:

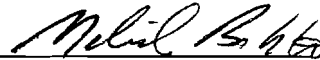
2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., July 13, 2011** (in order to allow enough time for the County to provide a response). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

a. Melinda Bobbitt, CPPB, Director
601 E. Walnut Street. Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Department, Boone County Johnson Building, Conference Room 213, 601 E. Walnut Street, Columbia, MO 65201.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #5 to Request for Proposal # 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check), receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #4 - Issued June 20, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Change in RFP acceptance and opening dates: Sealed proposals will be accepted until **1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Monday, August 1, 2011** in the Boone County Purchasing Department, Boone County Johnson Building, Conference Room 213, 601 E. Walnut Street, Columbia, MO 65201.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

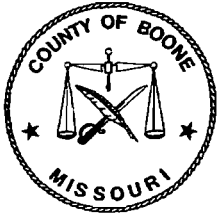
OFFEROR has examined copy of Addendum #4 to Request for Proposal # **26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
**Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone
County Collector of Revenue (Credit Card and E-Check)**

ADDENDUM #3 - Issued June 16, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Does the County desire a "no cost" model, whereby all fees necessary to fund the gateway and merchant services are collected from the payer through a convenience fee? It appears that this is the way the County is collecting online payments today, however, section '5.1. Fees' appears to ask for some of the fees commonly charged to the merchant in a non-convenience fee environment.

Response: Yes, the County prefers a "no cost" approach to allow taxpayers the option of using credit cards to make property tax payments. Any transaction fees that are charged would be passed along to the taxpayer in the form of a "convenience fee". The County will make it clear to the taxpayer that the County does not charge or retain any of the fees.

However, the County understands there may be some charges and fees that it considers "cost of doing business". These should be addressed by the responders in section '5.1. Fees'.

- 2) **Question:** Under section '3.2 Contractor Requirements, subsections c, e, & f', the County asks about USPS mail and in person credit card acceptance and it's noted that the Collector will process through an online method. Can it be assumed that the Collector plans to receive these payments via mail and in person and then enter them into the administrative site of whichever online gateway firm is chosen? Are the six credit card swipe machines a mandatory requirement to utilize the online gateway for in person payments?

Response: It is anticipated that payments received via mail or paid in-person would be processed through a web based payment processing system. Mailed in payments would be keyed into the system by office staff to complete the transaction. Taxpayers paying in person would swipe their card and the web based system would be populated from this swipe to complete the transaction.

The use of the credit card swipe machines would be a convenience to the office staff and to help cut down on data entry into the web based payment processing system.

The responder is to determine if the devices will be sold, leased, or provided free of charge.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Proposal # 26-05JUL11 – **Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #2 - Issued June 14, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Will a word version of the RFP be made available to the respondents?

Response: Offerors may e-mail mbobbitt@boonecountymmo.org to request a Word version of the RFP.

- 2) **Question:** Can you confirm what company currently provides your merchant services

Response: Greek Management Inc. for mailed and pay in-person transactions. Official Payments Corporation for online and IVR transactions.

- 3) **Question:** Is the merchant contract available for review?

Response: There is not a current, existing contract.

- 4) **Question:** How many departments/locations are collecting tax payments?

Response: This RFP is for the office of the Boone County Collector of Revenue only.

- 5) **Question:** Can you confirm that the financial data provided in RFP section 3.1 Background or 5.1 Fees, represents the entire volume of card and e-check transactions collected from the gross tax revenue referenced in Addendum #1 (Personal Property = \$23,222,719.03 and Real Estate \$116,949,685.67)?

Response: The financial data provided in RFP section *3.1 Background* represents the actual credit card and e-check usage fore the collector's fiscal year ended 02/28/2011. The data provided in *5.1 Fees* are estimated usages to be used by the Offeror to provide a fee schedule. The tax revenue referenced in Addendum #1 represents the gross tax revenue collected from all payment mediums - check, cash, money orders, credit cards and e-checks.

- 6) **Question:** Can the County provide a breakdown by card type (VISA/MasterCard/Discover/American Express)?

Response: Not at this time

- 7) **Question:** Within 3.2. e&f, can you confirm that the County is not presently assessing a convenience fee through the USPS or Payment In-Person channels?

Response: There is a 3.90% convenience fee assessed to the taxpayer for credit card payments received via mail or paid in-person. This fee is not charged or retained by the County; but rather by the 3rd party payment processor.

- 8) **Question:** Can you clarify the term on-line method in 3.2.e&f?

Response: It is anticipated that payments received via mail or paid in-person would be processed through a web based payment processing system. Mailed in payments would be keyed into the system by office staff to complete the transaction. Taxpayers paying in person would swipe their card and the web based system would be populated from this swipe to complete the transaction.

- 9) **Question:** Can you clarify the term e-check? Is this check conversion at a point of sale or is this more akin to a draft from a constituent's checking account?

Response: For purposes of this RFP, e-check is not defined as check conversion at a point of sale terminal. It is anticipated that taxpayers would enter their bank account and routing number online or through the IVR system to process their tax payments.

- 10) **Question:** Does the County anticipate collecting fees, fines or other non tax revenue in the future?

Response: The primary payments processed via credit cards and e-checks would be real estate and personal property tax payments. The collector's office sees a benefit in allowing licenses, permits and various special assessments to be processed via credit cards and e-checks as well.

- 11) **Question:** Is the County accepting payments through any third party payment gateways? If yes can you provide the name of these gateways and where they are being used(PayPal, Authorize.Net, VeriSign etc.)?

Response: No

- 12) **Question:** Is the County using a billing/AP system?

Response: No

- 13) **Question:** What is the name of that billing/AP system?

Response: Not Applicable

- 14) **Question:** Does the County anticipate using any of the credit acceptance features in that billing system at some point in the future?

Response: Not Applicable

15) **Question:** The County references that the Contractor is responsible for providing six (6) credit card terminals in 3.2.f. Is it the expectation that these devices be provided to the County at no cost through the term of the agreement?


Response: The Offeror is to determine if the devices will be sold, leased, or provided free of charge and clearly outline that in their proposal response.

16) **Question:** If you are accepting payments online, do you currently have a return and privacy policy on your website?

Response: We have an internet disclaimer the user must click before proceeding with a payment.

17) **Question:** The County is able to accept American Express online and assess a convenience fee but not through its other channels. Is that because the online service is provided by a different vendor?

Response: Yes, we use a different vendor that allows for taxpayers to use American Express as a method of payment online and via IVR.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal # 26-05JUL11 – **Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 26-05JUL11 – Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)

ADDENDUM #1 - Issued June 2, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response below:

- 1) **Question:** Are there integration requirements with existing date management providers? If so, what integration format would be accepted (i.e. flat file, xml, etc)?

Response: Our tax collection programs are written and supported in-house. File formats acceptable are: flat file, xml file, csv delimited file and tab delimited file.

- 2) **Question:** Are there any requirements concerning the deposit bank? Who is the deposit bank?

Response: We are currently rebidding our depository bank agreement and that agreement will require ACH processing capabilities.

- 3) **Question:** Are there specific settlement timeline requirements?

Response: Credit card companies/issuers have varying time frames for funds to be available. Under 3.3.D.4., we are asking responders to provide a settlement of funds schedule.

- 4) **Question:** Offeror's are required to provide proof of registration with the State of Missouri. Does this include being a Licensed Money Transmitter for the State of Missouri?

Response: Registration with the Missouri Division of Finance as a money transmitter is required. See the Sale of Check Laws found in 361.700 - 361.727 RSMo and/or regulations under 20CSR1140-12.010.

- 5) **Question:** Can you provide me with the Gross Collections for taxes for Boone County for 2010

Response: The gross collections for base real and personal property taxes for the fiscal year ending February 28, 2011:

Base personal property tax: \$23,222,719.03

Base real estate tax: \$116,949,685.67

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 26-05JUL11 – **Electronic Payment Processing for the Boone County Collector of Revenue (Credit Card and E-Check)**, receipt of which is hereby acknowledged:

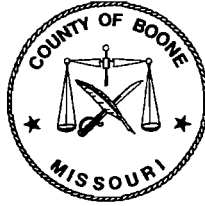
Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
ELECTRONIC PAYMENT PROCESSING FOR THE
BOONE COUNTY COLLECTOR OF REVENUE
(CREDIT CARD AND E-CHECK)**

**RFP #26-05JUL11
Release Date: May 26, 2011**

**Submittal Deadline:
July 5, 2011
not later than 1:30 p.m. Central Time**

**Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**BID #: 26-05JUL11 – Electronic Payment Processing (Credit Card and E-Check)
for the Boone County Collector of Revenue**

Sealed proposals will be accepted until **1:30 p.m. on Tuesday, July 5, 2011** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Tuesday, July 5, 2011** in the Boone County Purchasing Department, Boone County Johnson Building, Conference Room 213, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion: Tuesday, May 31, 2011
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions of Bidding and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with the material and/or supplies, equipment or services as detailed in the following proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time., on Tuesday, July 5, 2011** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and shall return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted bids will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 . Evaluation of Proposals (Procedure):

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should

exercise particular care in reviewing the Proposal Format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the

presentation of their proposal and/or participation in any discussions or negotiations.

1.4 Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

1.5 Acceptance of Proposals: The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

1.6 Requests for Clarification of Proposals: Requests by the Purchasing Department for clarification of proposals may be in writing.

1.7 Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

1.8 Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened in the Boone County Purchasing Department on **Tuesday, July 5, 2011 at 1:30 P.M., Central Time** located at the following address:

Boone County Purchasing
Johnson Building
601 E. Walnut, Conference Room 213
Columbia, Missouri 65201

1.9 Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

2.0 Non-Exclusive: The County reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the County.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

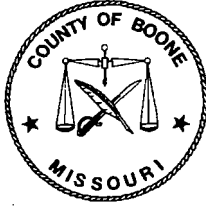
- 2.1.1 This document constitutes a request for competitive, sealed proposals for the furnishing of **Electronic Payment Processing (Credit Card and e-Check) for the Boone County Collector of Revenue**, as set forth herein.
- 2.1.2. **Description:** The Collector of Revenue for Boone County – Missouri (hereafter Collector) is requesting proposals for the purpose of retaining a credit card merchant, e-check (ACH) merchant and gateway firm to act as the Collector's independent payment processing and approval firm necessary for its day-to-day operations.
- 2.1.3. **Purpose:** The purpose of this credit card and e-check payment processing RFP is to acquire professional services that will further develop and improve the payment options of the Collector by providing the opportunity for citizens of Boone County to pay their tax bills electronically (over the telephone, on-line, in person, or USPS mail).
- 2.1.4. It is the County's intent to award a contract for the **initial period of date of award through August 31, 2012**. The contract will have four (4) additional one-year renewal options. Renewal options will be subject to contract performance, technological advancements, etc.
- 2.1.5. Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response Page
 - 6) Exhibit A – Prior Experience
 - 7) Work Authorization Certification
 - 8) Certification Regarding Debarment
 - 9) Standard Contract Terms and Conditions
 - 10) "No Bid" Response Page

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **5:00 p.m., June 24, 2011** (in order to allow enough time for the County to provide a response). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

a. Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



3. SCOPE OF SERVICES

3.1 Background:

Boone County Collector of Revenue:

Boone County is situated in central Missouri and is dissected by Interstate 70 and US Highway 63. The County has a population of approximately 163,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,000, the City of Columbia serves as County seat.

The Boone County Collector of Revenue is the elected official responsible for collecting current and delinquent property taxes for the State, County and the various political subdivisions having authorized property tax levies within the County. The Collector is responsible for accounting and distribution of all collections to the various taxing entities. The Collector collects for cities and towns within the County by separate contract as a service to those municipalities. The Collector collects, accounts for, and distributes more than 74 different taxes, licenses, and levies for more than 34 separate taxing entities.

Background Usage Information for the Collector's fiscal year ended 02/28/2011:

- The transaction count for credit cards was 7,620.
- The transaction count for e-checks was 1,885.
- The average dollar amount charged per credit card transaction was \$251.61.
- The average dollar amount for e-check was \$560.93.

3.2 Contractor Requirements:

a. General Requirements for Consideration/Selection

The General qualifications required of the prospective credit card merchant, e-check (ACH) merchant and gateway firm for the Collector is depicted below. These are provided to assist prospective Offerors in reviewing requirements for selection to determine whether they are qualified to submit a response to this RFP.

The County prefers one firm that can provide all electronic payment options. However, firms may bid on the Payment Processing (Merchant) portion, the Gateway Processing portion, or both. If the firm is partnering with another entity, this entity must be identified.

- A. Please provide the number of years experience in managing credit card and e-check online services.
- B. List the Integrated Voice Response (IVR) and Integrated Web Response (IWR) companies and programs you currently integrate with to receive payment information.
- C. Please provide the number of customers you are providing payment processing and gateway processing.
- D. Please provide the minimum amount of coverage in errors and omissions insurance or professional liability insurance you and your firm currently hold.

b. **Scope of Work and Services Requested**

The Collector is requesting that the following services be provided:

- 1) Provide internet payment processing; integrate credit card and e-check processing with the existing payment processing on Collector's website.
- 2) Provide automated and secure file transfer of the previous days' transactions.
- 3) Provide payment processing and gateway services for e-checks or ACH.
- 4) Provide statements detailing payment activity.
- 5) Provide statements detailing charges to the Collector.
- 6) Provide strategies to reduce fees, when applicable.
- 7) Provide customer service and problem resolution on transactions requiring intervention.

c. Offeror shall provide a system to accept payments from taxpayers:

- 1) On-line by credit cards and e-checks
- 2) By phone with IVR by credit cards and e-checks
- 3) USPS mail by credit cards
- 4) In person by credit cards

d. Payment through On-line and IVR

- 1) County Collector will host the bill data
- 2) Contractor shall provide the payment acceptance system
- 3) Cooperative interface must exist between Collector data and payment acceptance system.
- 4) ACH process shall transmit 100% of the property tax payment with transaction/convenience fees retained by Contractor.

e. Payment through USPS mail

- 1) Collector will process through on-line method

- f. Payment In-person
 - 1) Collector will process through on-line method
 - 2) Six (6) device/machines to swipe credit card shall be provided by Contractor to Collector

3.3. Additional Information: Offeror shall provide the following information in their proposal response:

A. Organization

- 1. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.
- 2. Describe experience of the firm in providing merchant and gateway services to the public sector.
- 3. Provide a list of relevant public sector client references including contact persons and telephone numbers. Relevant would include clients with similar types of jurisdictions and transaction size.
- 4. How many on-line credit card customers has the firm added in the last two years? How many of these customers has the firm lost in the past two years, and why?
- 5. Describe the type and amount of insurance coverage the firm maintains with respect to credit card and e-check activities.

B. Personnel

- 1. Identify the key personnel who would be directly involved in providing services under the engagement. Describe their relationship with the firm, the role they would play in this engagement, their experience (specifically with public sector), and their years of service to the firm.
- 2. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

C. Reporting Capabilities

- 1. Submit samples of reports which would be provided and describe their frequency and purpose.
- 2. Describe the process the firm would go through to assist in identifying fee reduction opportunities, if applicable.

D. Other Considerations

1. Describe any assistance the firm would provide in the set-up process.
2. Describe the training and education services that would be provided to staff.
3. Describe how a void and a refund would be handled for each of the following and the length of time before the customer receives their funds or the funds are released:
 - a credit card payment
 - an e-check
4. Identify any float or holding time from the day/time a customer makes a payment to the Collector via any of the methods listed above in question D-3, until the funds are deposited into the Collector's account.
5. Identify all timelines for incorporating Merchant Services and Gateway Services into an IVR and IWR.
6. Identify any interfaces or other programming requirements for incorporating Merchant Services and Gateway Services into an IVR and IWR, along with costs.

E. Other Information

- 1) Provide proof of state registration



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. *Submission of Proposals:*

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on July 5, 2011**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed addenda should be **placed at the beginning of the proposal**.

c. The Proposal must, at a minimum, address all mandatory and desired services, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. ***Competitive Negotiation of Proposals:*** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposal(s). The County reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. ***Evaluation and Award Process:***

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise of Contractor**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. ***Evaluation:***

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5.1. FEES

a) Provide the fee schedule that would apply to this account. Please assume that the volumes are as follows

- The transaction count for credit cards is 8,000 per year.
- The transaction count for e-checks is 2,000 per year.
- The average dollar amount charged per credit card transaction is \$250.00.
- The average dollar amount for e-check is \$550.00.

b) Identify any and all expenses, fees and discounts related to the following. (If no fee, state 0).

- Visa credit card

- Master Card credit card
- American Express
- Discover
- E-Check
- Charge backs
- Payment reversals
- E-check returns
- Set-up fees for Merchant Services
- Set-up fees for Gateway Services
- Monthly fees for Merchant Services
- Monthly fees for Gateway Services
- Report fees (initial and ongoing)

c) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

d) Please clearly identify reductions in fees that would occur in years 2, 3, 4 & 5 if a contract were awarded and extended by the County.

EXHIBIT A

PUBLIC SECTOR EXPERIENCE

Please provide a minimum of three customers currently using your service. The County reserves the right to ask for additional information.

1. Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Services (include dates):

2. Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Services (include dates):

3. Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the *E-Verify Memorandum of Understanding* that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Proposal Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

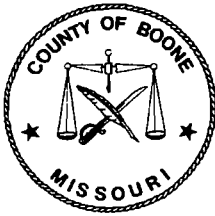
Date

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE
COUNTY, MISSOURI**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and

services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 26-05JUL11 – Electronic Payment Processing

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of September 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the 2011 Justice Assistance Grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2531	03411	FY11 JAG	Justice Assist. Grant		61,515.00
	71250	FY11 JAG	Fed Grant pymt to sub		36,909.00
	37220	FY11 JAG	Travel		956.00
	37230	FY11 JAG	Meals & Lodging		1,040.00
	23850	FY11 JAG	Minor Equip.		17,115.00
	91300	FY11 JAG	Mach & Equip		5,495.00

Done this 27th day of September, 2011.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Karen M. Miller

Karen M. Miller
 District I Commissioner
 Acting Presiding Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

395-2011
RECEIVED

SEP 08 2011

BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR


9 - 6 - 2011

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	3	1	0	3	4	1	1	FY11 JAG	Justice Assist. Grant		61515 ✓
				7	1	2	5	0	FY11 JAG	Fed Grant pymt to sub		36909 ✓
				3	7	2	2	0	FY11 JAG	Travel		956 ✓
				3	7	2	3	0	FY11 JAG	Meals & Lodging		1040 ✓
				2	3	8	5	0	FY11 JAG	Minor Equip.		17115 ✓
				9	1	3	0	0	FY11 JAG	Mach & Equip		5495 ✓

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To establish a budget for the 2011 Justice Assistance Grant.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:



Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

**Boone County Sheriff's Department, Boone County Detention Facility and the
Columbia Police Department**

FY 2011 Edward Byrne Memorial Justice Assistance Grant: 2011-H3793-MO-DJ

Budget Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2011 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split three ways among the Boone County Sheriff's Department, the Boone County Detention Facility and the City of Columbia Police Department.

The County of Boone and the City of Columbia have entered into an agreement as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$24,606.00 (40%) of the total \$61,515.00 local award. The City of Columbia will receive the balance of \$36,909.00 (60%).

The funds will be allocated for the following items:

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$ 0.00
B. Personnel Benefits	\$ 0.00
C. Travel	
<u>Boone County Sheriff's Department Grant Financial Management Training Program:</u>	\$ 1,996.20
D. Equipment	
<u>Columbia Police Department Training Bulletin & Policy Manual Services Program:</u>	\$ 36,909.00
<u>Boone County Sheriff's Department Glock Rail Light Program:</u>	\$ 8,058.69

Boone County Sheriff's Department Safariland 6360 Holster Program: \$ 7,808.85

Boone County Sheriff's Department Patrol Car Modem Standardization Program: \$ 890.96

Boone County Sheriff's Department Mobile Video Bench Top Diagnostic Console Program : \$ 5,495.00

Boone County Sheriff's Department Patrol Rifle Rail Program: \$ 356.30

E. Supplies \$ 0.00

F. Construction \$ 0.00

G. Consultants/Contracts \$ 0.00

H. Other Costs \$ 0.00

I. Indirect Costs \$ 0.00

Budget Summary:

A. Personnel \$ 0.00

B. Personnel Benefits \$ 0.00

C. Travel \$ 1,996.20 ✓

D. Equipment \$ 59,518.80

E. Supplies \$ 0.00

F. Construction \$ 0.00

G. Consultants/Contracts \$ 0.00

H. Other Costs \$ 0.00

Total Direct Costs \$ 61,515.00

Total Project Costs \$ 61,515.00

Federal Request \$ 61,515.00

THE STATE OF MISSOURI
COUNTY OF BOONE

CONTRACT NO. 269-2011

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2011 LOCAL SOLICITATION**

This Agreement is made and entered into this 14 day of July, 2011, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$61,515.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$36,909.00 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$24,606.00 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

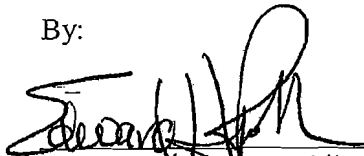
Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

BOONE COUNTY, MISSOURI

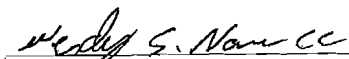
Through Its County Commission

By:




Edward H. Robb, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No encumbrance required
SMG 7/08/2011


CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

For 2 people
for grant approved
training

Group Code	OCFO 2011 Regional Seminar
Room Rates	\$181 plus tax
Hotel Reservation Deadline	January 25, 2011
Register	Seminar concluded

[[back to top](#)]

District of Columbia (Arlington, VA)

Dates	July 20-21, 2011*
Hotel	Sheraton National Hotel 900 South Orme Street Arlington, VA 22204
Hotel Phone Number	703-521-1900 or 1-888-627-8210
Group Code	2011 OCFO Regional Seminar
Room Rates	\$157 plus tax
Hotel Reservation Deadline	June 27, 2011
Register	This seminar is at full capacity; persons not already approved will not be admitted.

*First time OJP/OVW grant recipients have priority registration at this session.

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District of Columbia (Arlington, VA)

Dates	December 7-8, 2011
Hotel	Sheraton National Hotel 900 South Orme Street Arlington, VA 22204
Hotel Phone Number	703-521-1900 or 1-888-627-8210
Group Code	2011 OCFO Regional Seminar
Room Rates	\$181 (subject to change) plus tax
Hotel Reservation Deadline	November 14, 2011
Register	Space available

[[back to top](#)]

North Carolina

Dates	June 22-23, 2011
Hotel	Sheraton Charlotte Airport Hotel 3315 Scott Futrell Drive Charlotte, NC 28208
Hotel Phone Number	704-392-1200

Room's 6, 7, 8 \$543
 Airfare \$856
 Ground Trns \$100
 food \$497
 \$1996

Training is free

2011 JAG Budget - 2531

Total allocation for Boone County

\$ 61,515.00

Original Budget:

	<u>Quantity</u>	<u>Price each</u>	<u>Total</u>	<u>Actual</u>	<u>Difference</u>	<u>Account</u>	<u>Date paid</u>
Pay to Columbia PD		\$ 36,909.00 ✓				71250	
Grant financial mgmt training (travel costs)	2	\$ 478.05	\$ 956.10 ✓			37220	
Grant financial mgmt training (M&L costs costs)	2	\$ 520.05	\$ 1,040.10 ✓			37230	
Modem for Dale Robison's patrol car	1	\$ 890.96	\$ 890.96 ✓			23850	
Spare L-3 camera system diagnostic console	1	\$ 5,495.00	\$ 5,495.00 ✓			91300	
6360 Holsters	67	\$ 116.55	\$ 7,808.85			23850	
Glock rail light	81	\$ 99.49	\$ 8,058.69			23850	
Patrol Rifle rails for vertical foregrip and light	35	\$ 10.18	\$ 356.30			23850	
			Total: \$ 24,606.00				

- N/A (MOU copy included)

} Internet

} contract quotes included

→ For these we used Internet sites to get quotes for grant app - No printouts available.
- Chad



June 7, 2011 1:41 PM
Page 1 of 2

State of MO-PVC-ST - C206026001

Quote Number: 1377092.0

Prepared By: Frost, Majesty M.
World Wide Technology, Inc.
56 Weldon Parkway
Maryland Heights, MO 63043
Phone: 314-569-7023
Fax: 800-775-5475
e-mail: majesty.frost@wwt.com
P.O.C.: FROST, MAJESTY M.
Account Manager:
Acct. Mgr. Phone:
Acct. Mgr. e-mail:

Submitted Date:
Contact: Martin, Chad
Agency/Company: Boone County, MO - Sheriff
Phone: 573-876-6101
Fax:
e-mail: cmartin@boonecountymo.org
Bid #:
WWT Quote #: 1377092.0

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	Line Comment: NON- WI-FI VERSION Sierra Wireless AirLink MP890 - Wireless cellular modem - external - USB / serial / Fast Ethernet - GPRS, UMTS, EDGE, HSDPA, HSUPA	SIERRA WIRELESS	MP890-CD-D	X1	\$890.95	\$1,781.90	
2	Line Comment: WIFI VERSION Sierra Wireless AirLink MP890W-CD-D GSM Tri-Band HSUPA with GPS for WiFi devices on the AT&T network (3 year warranty).	SIERRA WIRELESS	MP890W-CD-D	2	\$1,133.98	\$2,267.96	

Subtotal: \$4,049.10
 0% Contract Fee (Minimum \$0.00): \$0.00
 Shipping Charges: \$0.00
 Grand Total: \$4,049.10

* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions,
-go online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008
Please call 888-234-8898
Option #1 - Sales/Place Order
Option #2 - Order Status/Return
Option #3 - Service (report a trouble call)
Option #4 - Hardware Maintenance Pricing



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ3272-0

Date Jun 8, 2011

Sold To

Boone County Sheriff's Office

Chad Martin
2121 County Drive
Columbia, MO 65202
USA

Phone 5738766101
Fax 5738748953

Ship To

Boone County Sheriff's Office

Chad Martin
2121 County Drive
Columbia, MO 65202
USA

Phone 5738766101
Fax 5738748953

Salesperson	P.O. Number	Ship Via	Terms
THOMPKINS		UPS GROUND	NET 30

Line	Qty	SKU	Description	Unit Price	Ext. Price
1	1	MVD-FB2DVS-DEMO	FB2 Demo, w/DVR/Mon/2nd camDemo, Flashback w/Monitor Console/BSCAM Assy, Flashback Digital Video Recorder	\$5,295.00	\$5,295.00
2	1	MVD-CRASH-BAT	Collision Sensor (Triggers DVR for recording when involved in crash)Assembly product	\$150.00	\$150.00
3			Installation not included.		

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Date: _____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Date: _____

SubTotal	\$5,445.00
Tax	TBD
S&H	\$50.00
Total	\$5,495.00

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

9/9/2011

FY 2010
Budget Amendments/Revisions
Local Law Enforcement Grant (2530)

<u>BR #</u>	<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
	1	9/8/2011	2531	3411	FY11 Justice Assistance Grant	Justice Assistance Grant	61,515		establish budget for the FY11 Justice Assistance Grant 10/01/2010 to 09/30/2014
				71250		Federal Grant payment to Subrecipient	36,909		
				23850		Minor Equipment & Tools	17,115		
				37230		Travel	956		
				37230		Meals & Lodging	1,040		
				91300		Machinery & Equipment	5,495		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

27th

day of

September

20 11

the following, among other proceedings, were had, viz:

New on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

1. Oberhaus Valley Plat No. 1. S35-T50N-R12W. A-2. Arthur and Bonnie Oberhaus, owners. David T. Butcher, surveyor.

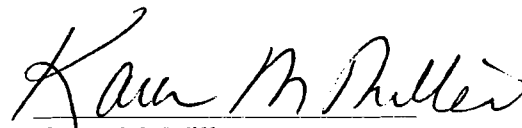
Done this 27th day of September, 2011.

ATTEST:



Wendy S. Noren

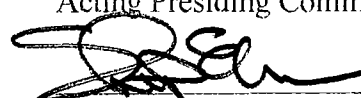
Clerk of the County Commission



Karen M. Miller

District I Commissioner

Acting Presiding Commissioner



Skip Elkin

District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 11

County of Boone

} ea.

In the County Commission of said county, on the

27th

day of

September

20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover annual tax rate hearing notice printing:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emerg/Contingency	31.00	
1131	84400	County Clerk	Public Notices		31.00

Done this 27th day of September, 2011.

ATTEST:

Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission

Karen M. Miller
 Karen M. Miller
 District I Commissioner
 Acting Presiding Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

RECEIVED
 SEP - 9 2011
 BOONE COUNTY CLERK

BOONE COUNTY CLERK
 801 E. WALNUT, ROOM 236
 COLUMBIA, MO 65201

AFFIDAVIT OF PUBLICATION AND INVOICE

PO #070120 Invoice #30976432

NOTICE OF TAX RATE HEARING

The Boone County Commission will hold a public hearing on Tuesday, September 13, 2011 at 9:30a.m. for the purpose of setting 2011 property tax rates. The proposed 2011 property tax rates, assessed valuations and 2010 rates and assessed valuations are as follows:

2010 ASSESSED VALUATION

REAL ESTATE	
RESIDENTIAL	1,351,570,316
AGRICULTURAL	24,763,777
COMMERCIAL	540,972,383
TOTAL REAL ESTATE	1,917,306,476
PERSONAL	375,672,926
STATE ASSESSED	35,272,705
TOTAL VALUE	2,328,252,107

2010 Tax Rates

General Revenue	.1200
Common Road and Bridge	.0475
Group Homes	.1127

2011 PRELIMINARY ASSESSED VALUATION

REAL ESTATE	
RESIDENTIAL	1,371,547,403
AGRICULTURAL	24,670,655
COMMERCIAL	543,002,932
TOTAL REAL ESTATE	1,939,220,990
PERSONAL	387,168,912
STATE ASSESSED	36,838,664
TOTAL VALUE	2,363,228,566

2011 Proposed Tax Rates

General Revenue	.1200
Common Road and Bridge	.0475
Group Homes	.1137

The hearing will be held in the Boone County Government Center Commission Chambers, 801 E Walnut, Columbia, Missouri.

/S/ WENDY S. NOREN
 Boone County Clerk

Insertion: September 6, 2011

STATE OF MISSOURI

County of Boone

} ss.

I, Daniel S. Potter, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion	.....	September 6, 2011
2nd Insertion	.....	, 2011
3rd Insertion	.....	, 2011
4th Insertion	.....	, 2011
5th Insertion	.....	, 2011
6th Insertion	.....	, 2011
7th Insertion	.....	, 2011
8th Insertion	.....	, 2011
9th Insertion	.....	, 2011
10th Insertion	.....	, 2011
11th Insertion	.....	, 2011
12th Insertion	.....	, 2011
13th Insertion	.....	, 2011
14th Insertion	.....	, 2011
15th Insertion	.....	, 2011
16th Insertion	.....	, 2011
17th Insertion	.....	, 2011
18th Insertion	.....	, 2011
19th Insertion	.....	, 2011
20th Insertion	.....	, 2011
21st Insertion	.....	, 2011

COLUMBIA MISSOURIAN

PRINTER S FEE \$30.55

By:

Daniel S. Potter

(Daniel S. Potter, General Manager)

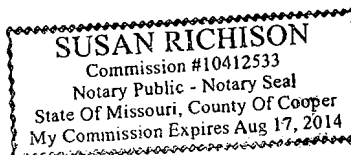
Subscribed and sworn to before me this

6th day of September, 2011

Susan Richison

(Susan Richison, Notary Public)

My Commission Expires August 17, 2014



9/21/2011

FY 2011
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept.	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	8/16/2011	1123	86800	Emergency & Contingency County Clerk	Emergency Public Notices	422	422	Cover increased cost for publishing additional pages of financials for compliance	
2	9/21/2011	1123	86800	Emergency & Contingency County Clerk	Emergency Public Notices	31	31	Exhausted funds publishing annual financial statement. Added several pages this year increasing our costs. Funds needed to cover annual tax rate hearing notice printing.	

FY 2011
Budget Amendments/Revisions
Emergency (112-46800)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
11007	1	2/8/2011	1195	3945	Insurance claim Activity	Insurance Proceeds	5,875		Establish budget for replacement sheriff vehicle involved in a crash	
			1123	86800	Emergency & Contingency	Emergency		17,917		
			1195	92400	Insurance claim Activity	Replacement Vehicle	22,792			
	2	8/31/2011	4433	86800	Emergency-&Contingency	Emergency	49,332		Replace investigator-vehicle	Contract not received by vendor in time to get this pricing, will have to re-bid
			4484	92400	PA-Administration	Replacement-Vehicle				
11027	3	5/2/2011	1123	86800	Emergency & Contingency	Emergency	\$1,415	\$1,415	Cover cost of software upgrade with Vision Solutions which is part of the AS100 Upgrade.	
			1170	92302	Information Technology	Replic Computer Software		\$300		
			2010	91302	Assessment	Computer Hardware		\$190		
			2010	91301	Assessment	Replic Computer Software	\$390			
			2010	92302	Assessment	Replic Computer Software				
11028	4	5/2/2011	1123	86800	Emergency & Contingency	Emergency	390	390	Cover cost of software need for laptop that was donated to the Sheriff's Dept.	
			1170	91302	Information Technology	Computer Software				
11050	5	5/31/2011	1123	86800	Emergency & Contingency	Emergency	23,425	23,425	Replace investigator vehicle	
			1261	92400	PA Administration	Replacement Vehicle				
11068	6	8/17/2011	1123	86800	Emergency & Contingency	Emergency	422	422	Cover increased cost for publishing additional pages of financials for compliance	
			1131	84400	County Clerk	Public Notices				
11066	7	8/19/2011	1192	71104	Employee Benefits	Administrative Services	500	500	To cover EAP costs through end of 2011	
			1123	86800	Emergency & Contingency	Emergency		3,000		
			1192	71101	Employee Benefits	Professional Services	3,500			
11075	8	8/30/2011	1123	86800	Emergency & Contingency	Emergency	221	221	Cover copier expense portion owed by Commission Office for Podnet copier when it was still leased under Commission Office at Lifestyles building	
			1190	60050	Non-Departmental	Equipment Service Contract				
9	9	9/21/2011	1123	86800	Emergency & Contingency	Emergency	31	31	Exhausted funds publishing annual financial statement. Added several pages this year increasing our costs. Funds needed to cover annual tax rate bearing notice printing.	
			1131	84400	County Clerk	Public Notices				

2011 Emergency Fund

1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2011	Original budget			725,000		725,000	Original budget
2/8/2011	Insurance Claim Activi	1195	92400 Replacement Vehicles		(17,917)	707,083	replacement sheriff vehicle totaled in crash
3/31/2011	PA Administration	1261	92400 Replacement Vehicle		(19,237)	707,083	replace investigator vehicle
5/2/2011	Information Technolo;	1170	92302 Replacement Computer Software		(1415)	705,668	Upgrade software with Vision Solutions, part of AS/400 upgrade
5/2/2011	Information Technolo;	1170	91302 Computer Software		(390)	705,278	Software for laptop donated to sheriff's dept
5/31/2011	PA Administration	1261	92400 Replacement Vehicle		(23,425)	681,853	replace investigator vehicle
8/17/2011	County Clerk	1131	84400 Public Notes		(422)	681,431	Cover increased cost for publishing additional pages of financials for compliance
8/19/2011	Employee Benefits	1192	71101 Professional Services		(3,000)	678,431	To cover EAP costs through end of 2011
8/30/2011	Non-Departmental	1190	60050 Equipment Service Contract		(221)	678,210	To cover copier expense portion owed by Commission Office for Pednet copier when it was still leased under Commission Office at Lifestvles building
9/21/2011	County Clerk	1131	84400 Public Notes		(31)	678,179	To cover costs for publication of annual tax rate hearing notice
			Total	<u>725,000</u>	<u>(46,821)</u>	<u>678,179</u>	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of September 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby amend the Boone County bereavement leave policy to include up to 2 (two) hours funeral leave with pay to attend the funeral of a Boone County Elected Official.

Done this 27th day of September, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of September 20 11

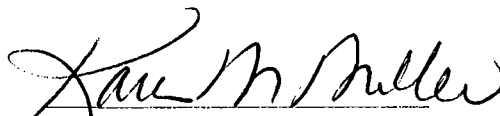
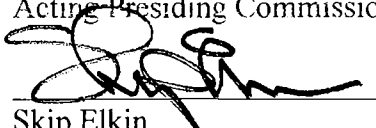
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Missouri Good Sam Club and Boone County, Missouri for usage of the Boone County Fairgrounds. The terms of this agreement are stipulated in the attached contract. It is further ordered a Boone County Commissioner is hereby authorized to sign said contract.

Done this 27th day of September, 2011.

ATTEST:

Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
District II Commissioner

**BOONE COUNTY FAIRGROUNDS
5212 NORTH OAKLAND GRAVEL ROAD
COLUMBIA, MO 65202
573-474-9435**

FACILITY USAGE AGREEMENT

This AGREEMENT, made & entered into this 27th day of September 2011 by and between Boone County, hereinafter referred to as "THE COUNTY" and Missouri Good Sam Club, hereinafter referred to as "USER".

WITNESSETH:

WHEREAS, the parties have agreed with respect to the use of certain facilities owned by the county and located at 5212 North Oakland Gravel Road, Columbia, Missouri in Boone County, Missouri, and with the specific facilities subject in this Agreement being described as:

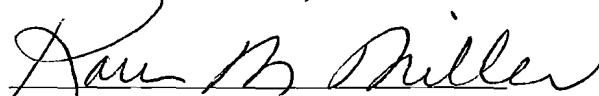
1. RV Grounds with electric, water & Dump Stations
2. Main Building

And now, therefore, for good and valuable considerations hereby acknowledged as received, it is mutually understood and agreed as follows:

1. USER shall be entitled to the use of the designated facilities described above, together with parking, restrooms, office, but excluding stalls or any other facilities of the Boone County Fairgrounds.
2. USER shall be entitled to use designated facilities from September 24th – 30th 2012. USER shall pay to THE COUNTY a fee payable in the following manner: On signing this agreement,, USER shall pay the sum of -0- which shall constitute a NON-REFUNDABLE DEPOSIT and will be credited to total fee due. And the balance due shall be paid on or before the termination date as set forth above.
3. USER agrees that no illegal activities will be conducted on the premises.
4. USER agrees that all rules & parking regulations with respect to use of the facilities shall be observed by USER & exhibitors for your event.
5. USER acknowledges that THE COUNTY shall have no liability for any injuries caused by any animals, machinery, equipment or vehicles and shall have noresponsibility for any animal and its welfare, for any injury or disease suffered.
6. USER shall provide a certificate of insurance, ten days prior to the event in the amount of \$1,000,000.00 naming Boone County as the insured.

- 7. The cost of the Main Building will be \$2,000.00
 The cost for RV Hook ups will be \$9.00 per day.
 No charge for up to 40 early workers.
 No charge for Storage of the State Trailer
 No charge for tables and chairs as needed
 No charge for one stage, and room dividers for two rooms
 No charge for a meeting room with dates agreed upon by both parties
 No Charge for use of the scissor lift to be operated by an OSHA licensed operator only.
- 8. ALL DOGS MUST BE ON A LEASH AND UNDER CONTROL.
- 9. USER will make all arrangements for their own security if needed.
- 10. Any modifications of this agreement shall be made in writing.
- 11. In the event of any litigation between parties, it is agreed that the party prevailing in such litigation shall be to a reasonable attorney's fee and all cost of such litigation.
- 12. This agreement shall be binding upon, and shall insure to the benefit of the parties hereto.

BOONE COUNTY, MISSOURI


 BOONE COUNTY COMMISSIONER

Boone County Fairgrounds
 5212 North Oakland Gravel Road
 Columbia, Missouri 65202
 573-474-9435

Dated _____

USER _____
Name

Title

Address

Phone