

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 18

County of Boone

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In the County Commission of said county, on the

23rd

day of

August

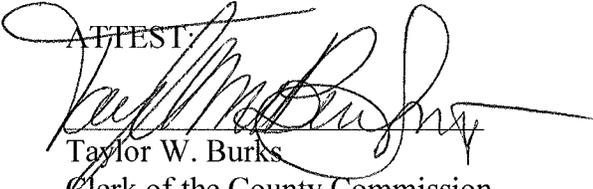
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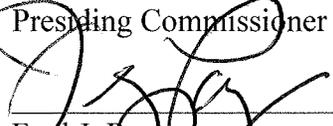
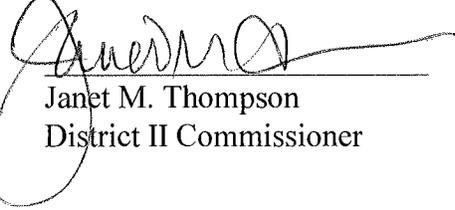
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 28-07JUN18 – Electronic Payment Processing to Forte Payment Systems, Inc. of Allen, Texas.

Terms of the contract award are stipulated in the attached Payment Processing Agreement and Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Payment Processing Agreement and Contract Agreement.

Done this 23rd day of August, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 16, 2018
RE: RFP Award Recommendation: 28-07JUN18 – Electronic Payment Processing

The Request for Proposal for 28-07JUN18 – *Electronic Payment Processing* closed on June 7, 2018. Fourteen proposal responses were received.

The evaluation committee consisted of the following:

Brian McCollum, Boone County Collector
Crystal Desilva, Chief Deputy Collector
Denise Abney, Accountant II, Collector
Kelle Westcott, Budget Administrator, Resource Management
Karen Johnson, Chief Deputy Recorder

The evaluation committee recommends award to Forte Payment Systems, Inc. of Allen, Texas for offering the best solution for Boone County 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 County with ten (10) Credit Card Terminals, two (2) swipe readers and one (1) virtual terminal 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:	2.30%, minimum fee of \$1.50
E-Check Fee:	\$1.50
Processing Fee for \$1.00 Transaction	2.30%, minimum of \$1.00

ATT: Evaluation Report & Proposal Tabulation

cc: Proposal File
Evaluation Team

Evaluation Report for Request for Proposal

28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card, and E-Check)

OFFEROR #1: Worldpay

It has been determined that Worldpay has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

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

Experience/Expertise of Offeror

Strengths:

Concerns:

- Refers to Boone County as City of Cincinnati in the introduction
- Worldpay is a payment processing firm – does not appear to provide the web portal for online payment or IVR system.
- County cannot have additional fees unless passed on to the customer (charge backs & monthly services).

Method of Performance

Strengths:

Concerns:

Summary: Vendor determined to be non-responsive due to being a payment processing firm and not providing the web portal for online payment or IVR system. Vendor not short-listed for clarification/BAFO.

OFFEROR #2: MSB

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

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

Experience/Expertise of Offeror

Strengths:

- Partners with Worldpay Vantiv for processing transactions
- Work exclusively with government entities
- PCI Level 1 compliant

Concerns:

- Does not currently work with any MO counties which means they may not understand the County Collector's timelines.
- Response is not tailored to Boone County

Method of Performance

Strengths:

- 2.19% for credit, \$1.79 for debit, \$.10 per echeck
- Equipment provided at no cost – all PCI and EMV compliant
- Complete end-to-end payment processing suite
- Accepts all credit/debit cards
- Can process via online, IVR, POS and mail
- Funds can settle within 24 hours of payment settlement.
- Separate merchant ID numbers
- Customer service call center for taxpayers 8am – 10pm CST
- Real-time reporting capabilities

Concerns:

- Fees are guaranteed for 5 years – subject to review and possible increases
- 6-7 week implementation timeline, which is high. Timeline does not include the RVI phone system set-up.
- County cannot have additional fees unless passed on to the customer (charge backs & e-check returns). \$20 e-check return and \$15 charge backs not acceptable to the County
- Can take more than five days to get a refund

Summary: Vendor was not short-listed for clarification/BAFO due to the concerns stated above. The 6-7 implementation timeline is too long and does not meet the 30-day implementation timeline from Addendum #1. In addition, the timeline does not include the RVI phone system set-up.

OFFEROR #3: NIC Services

 X It has been determined that **NIC Services** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

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

Experience/Expertise of Offeror

Strengths:

- 26 years of processing payments for governments
- Over 6000 government entities, 300 million transactions, \$21 billion
- PCI DSS Level 1 compliant

Concerns:

- Does not currently have a footprint in Missouri

Method of Performance

Strengths:

- Low processing fees for taxpayers – 2.2% for cards, \$1.00 per echeck
- Can process all card types and echecks
- Online payments can be processed in same manner as currently handled
 - Branding is available
- Daily payment and transaction report available FTP or email
- Web based Transaction Payment Engine captures all data and allows County to view payments and run reports
- 24/7/365 to provide end user support for taxpayers
- No card or bank account info is stored on county systems
- Has an opt in option for voids to eliminate 72-hour hold time on credit card

Concerns:

- County assistance provided 8:30-4:30 pm EST. How does the customer get assistance outside this time frame?
- Web based POS system
- Does not own IVR system
- Uses multiple companies to process payments
- Funds are received three days after transactions are made
- Is not clear whether each office has different ID or deposits can be made to multiple bank accounts
- Estimated 47 days for full integration – not including training for county employees
 - 90-100 business days to complete
- IVR service is billed to the county at \$.12 minute

- Chargebacks and echeck return fees are charged to the county
- Customer just sees one transaction total which includes processing fees that could cause confusion
- County cannot have additional fees unless passed on to the customer (charge backs, e-check returns & IVR service fee)

Summary: Vendor was not short-listed for clarification/BAFO due to the concerns listed above. The time line of 90-100 business days does not meet with our 30-day implementation schedule from Addendum #1 and funds are deposited three days after transactions are made.

OFFEROR #4: Central Bank

 X It has been determined that **Central Bank** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

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

Experience/Expertise of Offeror

Strengths:

- Local bank so would have a local person if there were any issues.
- Vendor is currently the county's depository. They have experienced bank personnel that the county has previously worked with.
- Currently provides card/echeck processing services to other Missouri collectors
- Provides services to 3200 merchants including 70 county offices in 40 different MO counties
- 46 years of merchant card services
- Process more than \$4 billion
- Can integrate with AS400
- PCI compliant

Concerns:

- None identified

Method of Performance

Strengths:

- Utilizes own Central Technology Services for IVR and web processing
 - Ability to make quick changes and customization
- Provides for secure file transfers of payment files and transactions
- Processes for all major cards and echecks
- Uses ElectPay to capture and view transaction data
- Dedicated point of contact to assist county and taxpayer with any issues
- Each office will have a separate merchant number
- Customizable IVR system
- Real time authorization of credit/debit cards
- Two separate transactions – county gets 100% deposited
 - Bank handles processing fees
- In-person and mail payments are both processed through ElectPay POS
 - Can bypass signature for mail payments
 - In-person payments require signature, stored for 18 months
- Voids/refunds processed through ElectPay

- Card payments are settled 24 hours after payment is accepted
- Echeck payments are settled 24-48 hours after payment is accepted
- Bank will provide iPP320 machines for each office accepting POS/mail
- IVR system can be loaded with unpaid tax file data

Concerns:

- Customer service hours are 8:00 a.m. – 5:00 p.m. Monday through Friday. Is there an 800 number the customer can reach them outside 8:00-5:00, Monday through Friday?
 - Not outside normal business hours
- Proposed fees are same as current provider's proposed fees which makes it difficult to justify a change in vendor with the cost the County would have with programming, supply costs, staff learning a new system, etc.
 - Offered 2.35% in Clarification #2
- Wants ability to adjust pricing if interchange rates increase.
 - Agreed in Clarification 1 response that pricing is firm for initial contract period.
- Additional IVR changes and updates - \$90 per hour – could this be waived?
 - No, per Clarification 1 response
- Additional customized/specialized reporting - \$90 per hour – could this be waived?
 - Waived up to \$500 per Clarification 1 response
- Signature pads are not provided - \$125 each – all needed equipment be provided for no charge?
 - Will provide 12 machines for no charge, additional will be \$125/each per Clarification 1 response.
- Reporting availability does not show capability to search by customer name or amount paid.
 - Yes, their reporting does allow for customer name and amount paid to be searched per Clarification 1 response.
- Full implementation in about 44 days
 - Will be able to meet the 30 day implementation timeline per Clarification 1 response.
- Is there additional, alternative POS equipment options available at no charge? Are there devices similar to the VX520 with printers that the County currently uses?
 - The iPP320 machine and the ePad signature pad are the equipment integrated with the ElectPay system per Clarification 1 response.

Summary: Vendor was short-listed for clarification/BAFO.

OFFEROR #5: GovTeller

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

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

Experience/Expertise of Offeror

Strengths:

- Subsidiary of US Bancorp
- Elavon has been processing for over 25 years
 - Processes over 3 billion transactions @ \$300 billion

Concerns:

- Is it GovTeller? US Bank? Elavon? Convenient Payments? – which one are we working with?
- GovTeller has been providing services since 2004.

Method of Performance

Strengths:

- Can process payments via Web, IVR, in-person and by mail.
- Allows for fee to be passed to taxpayer making the payment
- County receives 100% of taxes

Concerns:

- Equipment is provided at a cost to the county
- No customer service number for taxpayers
- Can possibly have separate merchant numbers for each office
- Two business days for settling card payments; Five days for echecks
- Typical setup 12-15 days, may be as long as 3+ months.
- County is billed \$25 for any chargeback
- Very little information provided regarding IVR or web payments
- Anything over 300 IVRs monthly will be charged an additional .05 per transaction
- County cannot have additional fees unless passed on to the customer (e-check charge backs and insufficient funds fee)

Summary: Vendor was not shortlisted for clarification/BAFO for the concerns stated above. County is billed for any charge backs. Equipment is not provided, in addition, they want our equipment which is not ours to use. Also concerned with the \$0.05 charge for over 300 monthly RVI transactions.

OFFEROR #6: JetPay

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

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

Experience/Expertise of Offeror

Strengths:

- Processes over \$15 billion in payments each year
- PCI Level 1 compliant
- Epay provider for State of Missouri for 13 years
- JetPay serves as both the payment gateway and payment processor
 - Does not intend use any 3rd party
- 15+ years of serving government clients

Concerns:

- No Missouri county collector clients – Greene County Circuit Clerk

Method of Performance

Strengths:

- Accepts payments through online, IVR, POS and mail
- Real-time reporting module
- Secure FTP of data and payment files
- Re-direct integration for online payments – similar to our current process
- Accepts all credit/debit and echecks
- Equipment and software provided – including upgrades or replacements
- Dedicated relationship manager for the county
- Customer service call centers for both county and taxpayers – 24/7/365
- Online payment services can be branded to county specifications
- Provides a similar IVR system that the county currently uses
- County receives 100% of tax payments
- 2% fee + \$.25 per card transaction, \$.50 per echeck transaction
- Funds available 48 hours after payment

Concerns:

- Typical 12 week for full implementation which does not meet the desired 30 day implementation stated in Addendum #1.
- County is billed \$20 for chargebacks
- \$20 returned check fee, in addition to any return check from the county

- County cannot have additional fees unless passed on to the customer (charge backs, e-check returns fee).

Summary: Vendor was not short listed for clarification/BAFO for the concerns stated above. The 12-week implementation will not work for the County. In addition, County is billed for chargebacks.

OFFEROR #7: LexisNexis

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

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

Experience/Expertise of Offeror

Strengths:

- Registered Payment Facilitator
- PCI-DSS Level 1 compliant
 - Protects the County against data breach and assumes financial responsibility
 - LexisNexis owns the merchant IDs – guarantee all payments and manage chargebacks on behalf of County
- Over 30 years of payment processing for state and local governments
- LexisNexis owns the IVR system
- More than 2800 government customers
- Processes over 9 million transactions per year with over \$1.2 billion in authorizations
 - Processes property tax payments for Cook County, Illinois
- Experienced personnel assigned to County
- Cardholder and bank account data resides on LexisNexis network and not the County
- Collector’s office uses LexisNexis Accurint for Government to aid in skip-tracing

Concerns:

- Clarification on chargeback protection up to \$5,000 per transaction – what if transaction is over \$5,000?
 - If over \$5,000, vendor would debit the County’s account for that chargeback transaction amount per Clarification #2 response.

Method of Performance

Strengths:

- Offers processing for all required payment options – Web, IVR, In-person and by mail
- No cost solution to the County for processing fees
 - Taxpayer will pay convenience/service fees
 - Proposed fees are lower than those currently being charged to taxpayers
- All necessary equipment will be provided to County at no cost – including paper supplies
- Hardware and software upgrades will be provided to the County when necessary
- IVR can be customized per the County requirements
 - IVR number for County will be a unique toll-free number
 - Several options via the IVR platform – can transfer from IVR to collector office or LexisNexis customer support

- Can utilize both voice recognition and keypad input
- Web processing can be integrated with current website – county hosts data for bill selection
 - Form post integration
 - Websites are mobile ready
 - Taxpayer would begin process on collector’s site to select bills, and then be directed to secure payment portal with LexisNexis – can be branded to look like County’s site
 - Can use credit, debit, personal or business echeck options
- POS terminals are same style we currently use
 - Will also provide PIN pad for debit cards
 - POS terminals can be closed and batched manually
 - Equipment can be replaced in 24 hours
 - POS terminals do not use county computers to facilitate payments
- Offices can use card terminals or online VPS virtual terminal to process mailed payments
- Provides 24/7/365 support for both County and taxpayers needing assistance
- Each office would have a separate merchant number
- Access to real-time transaction information via VPS – web based
 - Various reports can be run through VPS
 - All transactions and payment channels are administered through VPS
 - Single point of entry of reconciliation
- Voids can be processed through VPS or POS terminals
- Refunds can be initiated through VPS
- Next day settlement via ACH
 - Can specify end-of-day close out
 - Funds can be deposited into multiple bank accounts
 - County receives 100% of taxes
 - LexisNexis keeps convenience/service fees
 - County is paid with guaranteed funds before LexisNexis is paid for transactions
- Transactions are clearly defined on taxpayer bank/card records
- Tax amount and fee are clearly identified to taxpayer prior to completing transaction
- Implementation is 30-35 days after awarded – work plan approved by County
- Only charges a \$1.50 for debit card transactions - \$1.00 for e-checks

Concerns:

- IVR system could take up to 6+ weeks to design and implement
 - If implementing an English only IVR (integration and Spanish added at a later time), the deadline can be met, however, this is dependent upon the County’s responsiveness to Vendor’s information gathering, the collection of applicable business rules, and the County’s final script approval per Clarification #2 response.
- What would be their convenience fee if all cards whether credit or signature debit transaction, what would be your best and final rate.
 - \$1.50 or 2.30%, whichever is greater. Any “debit” card transaction in which a pin number is entered by the cardholder is a flat \$1.50 (regardless of the dollar amount).

- The pins are the biggest concern with using Lexis because of the different rates. Does the \$1.50 apply for all card types.
 - The convenience fee for cards categorized as credit or signature debit is \$1.50 or 2.30% (whichever is greater). Any debit card transaction in which a pin number is entered by the cardholder is a flat \$1.50 (regardless of dollar amount) per Clarification #2 response.

Summary: Vendor was short-listed for clarification and BAFO. While the flat fee of \$1.50 with a pin was appreciated, the bigger concern was that if using a pin number when paying, the rate is a different amount than a walk-in customer or RVI customer, which would cause confusion for tax payers and an abundance of phone calls to the Collector's office to resolve.

OFFEROR #8: Commerce Bank

 X It has been determined that **Commerce Bank** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

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

Experience/Expertise of Offeror

Strengths:

- Local community bank with long history of providing merchant services – since 1968
- Local customer service
- Partners with First Data for payment processing
 - Commerce takes ownership of merchant relationship and services

Concerns:

- Provides the CPO to only 11 customers
- Does not list any Missouri counties as current customers

Method of Performance

Strengths:

- Utilizes CollectPay Online (CPO) to process both online and through card terminals
- Lower fees that currently charged – 2.3% per card, and echeck fee of \$1.35
- SFTP portal for exchange of data and payment files
- Separate merchant numbers for each office
- Able to process online, IVR, in-person and through mail
- CPO accepts credit, debit and echecks
- Next day settlement of funds
- Reporting through both CPO, and free access to Business Track
- Equipment provided at no cost to County

Concerns:

- Does not provide customer service directly to the taxpayer – County is go-between
- Implementation – 2 to 4 weeks, or 60 to 90 business days....which is it?
- Clarification needed regarding the County being PCI compliant – no card/bank info will be entered or stored on County servers/equipment – is this still applicable to Commerce’s requirements?
- Reporting through CPO is not real-time. Is information on payments processed available next day? Not being able to see transaction information until the next day would make it difficult to assist the tax payer.
- Does not provide much detail on how IVR and online payment portal would work

- Only provide collect pay online to 11 customers.
- County cannot have additional fees unless passed on to the customer (monthly fee).

Summary: Vendor was not short-listed for clarification/BAFO due to the concerns listed above. Biggest concerns include the County being PCI compliant, reporting through CPO is not real-time, and they do not offer customer service to the customer.

OFFEROR #9: GovPayNet

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

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

Experience/Expertise of Offeror

Strengths:

- PCI Level 1 compliant
- Processing payments for 20+ years
- Processes for over 2,300 agencies, and over 2.5 million payments

Concerns:

- Only began echeck processing in 2018
- Tailored to criminal justice related payments
- Does not currently work with any Missouri county collectors – some law enforcement

Method of Performance

Strengths:

- Processes payments online, IVR, POS and mail
- Online payment page can be branded with county logo and style
- Payment and data files can be sent by secure FTP
- Online reporting tool – real time access
- 24/7/365 Call Center for county and taxpayer assistance
- 100% of tax payments are remitted to county – convenience fees are retained by GovPay
- Reduction in processing fees in year 3 and year 5
- Available reports are detailed and easy to read

Concerns:

- County will be issued one Merchant ID, and then Pay Location Codes for each office?
- Web based processing platform for POS and mail. Card swipe reader is connected to County PC systems
- Could not find specifics as to when funds will settle in county bank accounts
- Taxpayer sees one transaction in their bank account – tax plus convenience fee
- Up to 45 days for full implementation
- IVR convenience fee \$1.00 – assume per transaction added to normal processing fee?
- County cannot have additional fees unless passed on to the customer (live agent service fee).

OFFEROR #10: Forte Payment Systems

X It has been determined that **Forte Payment Systems** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Forte Payment Systems** has submitted a **non-responsive** proposal.

Experience/Expertise of Offeror

Strengths:

- Current vendor since 2011 – no significant changes except for slight reduction in fees
- Over 47,500 merchants across US, processing over \$32 billion
- Over 20 years of processing payments
- PCI Level 1 compliant
- Maintains own IVR and web products
- Provides similar services to other MO county collectors
- Very satisfied with Forte’s previous contract performance

Concerns:

Method of Performance

Strengths:

- Current services offered/performed by FORTE are acceptable to the Collector’s office
 - IVR system has been customized for Collector’s needs
 - Acceptance of online payments has been customized for Collector’s needs
 - Daily reports and transaction payment files meet the Collector’s needs
 - Each office and payment channel have a separate merchant ID – helps in daily reconciliation of transactions
 - High level of dedicated customer service
 - Willing to assist taxpayers to complete payments via toll-free customer service line
 - Funds available 48 hours after transaction
- No lengthy implementation schedules
- We have had very few issues with receiving correct payment in last few years and problem resolution completed promptly
- Forte have always addressed every concern we’ve had quickly on previous contract.

Concerns:

- Your proposal includes multiple percentage rates for taxes and non-taxes across the multiple departments. Should one rate apply to all departments for taxes and non-taxes?
 - 2.35% with a minimum of \$1.50 for all debit/credit cards per Clarification #1 response.
 - Reduced to 2.30% with a minimum of \$1.00 for all debit/credit cards per BAFO #2 response.

- Can they waive the \$10.00 fee on e-check transaction over \$150,000, so that all e-check transactions are \$1.50?
 - Yes, will waive the \$10 fee on eCheck transaction over \$150,000 with a per transaction cap of \$300,000. A flat fee of \$1.50 will be charged up to a limit of \$300,000 per Clarification #1 response.

Summary: Vendor was short-listed for clarification/BAFO.

OFFEROR #11: Value Payment Systems

It has been determined that **Value Payment Systems** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Value Payment Systems** has submitted a **non-responsive** proposal.

Experience/Expertise of Offeror

Strengths:

- Full service payment service provider
- 500+ government clients
- Processed 9+ million transactions totaling more than \$2.5 billion
- 10+ years in processing cards and echecks
- PCI compliant

Concerns:

- Does not currently process for any Missouri counties
- Who are their customers and how long have they been working with them?

Method of Performance

Strengths:

- Accepts credit, debit and echecks
- Accepts payments online, IVR, POS and mail
- Low debit card fee – 1%, minimum of \$1.25
- No charge for duplicate receipts
- Offers \$.05 discount each year on echeck – maximum is \$.50
- Has a fully hosted IVR system – no charge script designs
- Can transmit files using SFTP
- Real-time online reporting tools
- Offices have separate merchant IDs
- Hardware and software provided at no cost
- Dedicated account manager – available 24/7
- County and taxpayers have access to toll-free customer service
 - 7am – 7pm M-F, 7am-5pm on Sat
- 24-48 settlement of funds – 100% of tax
 - Convenience fees settle in VPS bank account

Concerns:

- Up to 22 weeks for full implementation

Summary: Vendor was not short-listed for clarification/BAFO due to the implementation schedule proposed.

OFFEROR #12: Grant Street Group – Payment Express

 X It has been determined that **Grant Street Group** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Grant Street Group** has submitted a **non-responsive** proposal.

Experience/Expertise of Offeror

Strengths:

Concerns:

- Who are their customers and how long have they been working with them?

Method of Performance

Strengths:

Concerns:

- Proposed fees are same fees we currently charge to taxpayer

Summary: Vendor was not short-listed for clarification/BAFO. Fees proposed do not justify making a switch.

OFFEROR #13: Kubra

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

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

Experience/Expertise of Offeror

Strengths:

- PCI Level 1 compliant
- Providing services for nearly 20 years

Concerns:

- Works with a lot of utility companies for billing and payments
- No Missouri county collectors
- Who are their customers and how long have they been working with them?

Method of Performance

Strengths:

- Process payments online, IVR, and POS
- Secure transfer of data files
- Online reporting tools with real-time transaction data
- Customer service call centers for both county and taxpayers
- Separate merchant IDs for each office
- Customized IVR scripts – and either touch tone or voice response
- Dedicated client services team
- Settlement of fund within 24-48 hours – depending on cutoff time
- Convenience fee is identified separately on taxpayer bank account

Concerns:

- Proposed fees are same proposed fees by current vendor – echeck is lower at \$.95 per
- POS/mail payments system is linked to internet-based platform
- 60-120 days to fully implement – project plan for Boone is suggested to be 80 days
- Call center options seemed confusing

Summary: Vendor was not short-listed for clarification/BAFO due to the concerns stated above. Of primary concern is the projected implementation plan of 80 days. The fees they propose also do not justify making a switch. Their experience primarily seems to be with utility companies.

OFFEROR #14: Certified Payments

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

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

Experience/Expertise of Offeror

Strengths:

- PCI-DSS compliant payment processor
 - Manages this process on behalf of the County
- Providing credit card and echeck services for more than 25 years
- Parent company is First American Payment Systems
 - Over 220,000 merchants, 276 million transactions, \$23 billion
- Certified Payments serves 3,500 customers
- Andrew County collector used Certified Payments

Concerns:

Method of Performance

Strengths:

- Process all credit/debit cards and echecks
- IVR can have dedicated toll-free number and custom script
- Integrate processing with Boone County's website
- Secure file transfers
- Online reporting module with transaction history
- Customer service to assist both the County and taxpayers
- ACH 100% to taxes to County, fees retained by CP
- Dedicated account manager – customer care team
- Handles chargeback requests on behalf of county
- Credit/debit cards settle in 24-48 hours, echeck within 3 days
- Equipment provided at no cost to county – does not list what type

Concerns:

- Cover letter states working with offices to reconcile interchange and related fees. County is not supposed to be billed any of these fees.
- IVR currently doesn't process echecks – response states available in Q3 2018
- Suggests conversion and implementation with five business days?
- Refunds take up to five days and e-checks take three days
- Didn't show an online option for cancels or voids
- Did not list what equipment will be provided.

- Response page has \$2.30 to be charged to county for credit cards. County cannot have additional fees unless passed on to the customer (additional card fees)
 - Sent Clarification #1 and clarified that the customer is charged 2.3% on the transaction, per their convenience fee model.

Summary: Vendor was not short-listed for BAFO due to the concerns listed above, and of primary concern is the echecks are not processed on IVR.

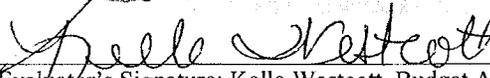
SUMMARY: The Evaluation Team initially met to evaluate the proposal responses on June 26, 2018. They short listed to three vendors to send additional clarification questions and receive a Best and Final Offer: Forte Payment Systems, Central Bank and LexisNexis. The Evaluation Team met again on July 11 to review the clarification/BAFO responses. It was decided to move forward with continued negotiations with Forte and a second BAFO was submitted.

Following receipt of BAFO #2, it was decided that the recommendation for award is to Forte Payment Systems. The IVR system has been customized for Collector's needs as well as acceptance of online payments. The vendor assists taxpayers to complete payments via a toll-free customer service line. Switching vendors could entail additional fees, programming changes and a longer implementation schedule.

Recommendation for Award: Forte Payment Systems



Evaluator's Signature: Brian McCollum, Boone County Collector 7-17-18
Date



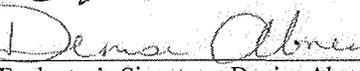
Evaluator's Signature: Kelle Westcott, Budget Administrator, Resource Management 7/18/18
Date



Evaluator's Signature: Karen Johnson, Chief Deputy Recorder 7-18-18
Date



Evaluator's Signature: Crystal Desilva, Chief Deputy Collector 7-18-18
Date



Evaluator's Signature: Denise Abney, Accountant II, Collector 7-18-18
Date

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of August 23, 2018 (the “Effective Date”) by and between Forte Payment Systems, Inc. (“FORTE” or “Party”) a California corporation and Boone County, MO (“AGENCY” or “Party”).

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE'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 FORTE. 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 FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 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.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE 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 FORTE 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 FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks,

trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal 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, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 Term. This Agreement 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 thirty (30) days' prior written notice of termination to the other Party.

5.2 Exclusivity. During the term of this Agreement, AGENCY shall use FORTE 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 immediately by providing written notice of termination. Additionally, FORTE 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) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE 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.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, 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 FORTE.

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

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 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially 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 FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE 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 FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE 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.

6.10 **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.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE 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. FORTE 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 FORTE, 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.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 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. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from 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 FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving

new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. 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 FORTE bears no responsibility or involvement in any such dispute.

11. 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, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached hereto or any amendments thereto. Pricing which utilizes 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 which utilizes 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.

12.2 Pricing which utilizes 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, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

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

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. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE 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 FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE 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

This Agreement shall be governed by and construed in accordance with the internal laws of the State of _____ . Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

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 FORTE:

Forte Payment Systems, Inc.
500 W. Bethany Drive
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.

FORTE:

By: _____

Name: Jeffrey Thorness

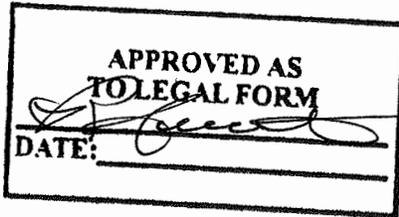
Title: President & CEO

AGENCY:

By: _____

Name: Daniel K. Atwill

Title: Presiding Commissioner



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.

Auditor by: [Signature]

Date: 8/21/18

No Encumbrance Required

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant’s Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

**CONTRACT AGREEMENT FOR
ELECTRONIC PAYMENT PROCESSING (CREDIT CARD, DEBIT CARD, AND E-CHECK)
FOR THE BOONE COUNTY OFFICES OF COLLECTOR OF REVENUE, RECORDER AND
RESOURCE MANAGEMENT**

THIS AGREEMENT dated the 23rd day of August 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Forte Payment Systems, Inc.** 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 (Credit Card, Debit Card, and E-Check) for the Boone County Collector of Revenue, Boone County Recorder and Boone County Resource Management offices**, Boone County Request for Proposal for Electronic Payment Processing, proposal number **28-07JUN18**, including Introduction and General Information, Scope of Services, Instructions and General Conditions, Proposal Submission Information, the un-executed Response Page, Contract Terms and Conditions, Work Authorization Certification, Addendum Number 1, Clarification/Best and Final Offer Number 1 with response dated June 26, 2018, Best and Final Offer #2 with response dated July 11, 2018, as well as the Contractor's proposal response dated June 1, 2018, executed by Jeff Kump on behalf of the Contractor, and the Payment Processing Agreement prepared by Forte Payment Systems, Inc., 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 Introduction and General Information, Scope of Services, Instructions and General Conditions, Contract Terms and Conditions, Proposal Submission Information, the un-executed Response Page, Addendum Number 1, Clarification/Best and Final Offer Number 1, and Best and Final Offer #2 shall prevail and control over the Contractor's proposal/clarification/BAFO 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. Revise paragraph 5.3. to read: Forte 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; (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation; or (vi) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.
- D. Paragraph 6.14 is modified so as to indicate that the Contract will be interpreted under the laws of the State of Missouri.
- E. Paragraph 9.1 is amended so as to require County's written authority for each ACH settlement authorization sought by Contractor.
- F. Paragraphs 12.1, 12.2 and 12.3 are deleted.
- G. Paragraph 13.1. is amended as follows: "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. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages. Forte's liability shall be limited to the extent of applicable insurance coverages. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement."

- H. Paragraphs 18 is 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.
- I. Paragraph 21 is modified so as to show the following address as the notice address for County: Boone County Purchasing, Melinda Bobbitt, 613 E. Ash Street, Columbia, MO 65201.
- J. 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 continue to provide the following equipment (devices may change throughout contract period but minimum quantity must be provided:

Collector of Revenue:

VeriFone VX 520 Credit Card Terminals: Six (6)
MagTek Dynamag Card Swipe Readers: Two (2)

Recorder of Deeds:

VeriFone VX 520 Credit Card Terminals: Three (3)
Virtual Terminal

Resource Management:

VeriFone VX 520 Credit Card Terminals: One (1)

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

Credit/Debit Card Convenience Fee:	2.30%, minimum fee of \$1.50
E-Check Fee:	\$1.50
Processing Fee for \$1.00 Transaction (i.e. Duplicate Tax Receipt Fee)	2.30%, minimum fee of \$1.00

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.

FOB Destination: All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Contract Duration** - The contract duration shall extend from date of award through **August 31, 2019**. The contract shall have five, 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. County will provide a minimum of 30 days prior written notice of termination, and Contractor must provide a minimum notice of 90 days.

5. **Billing and Payment** - All billing shall be invoiced to the using department 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.

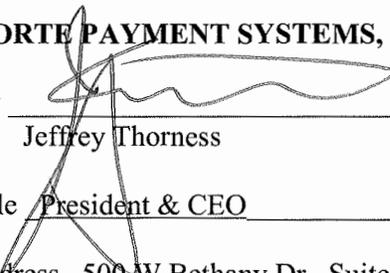
8. **Termination by County** - This agreement may be terminated by the County upon thirty days and Contractor upon ninety days advance written notice for any of the following reasons or under any of the following circumstances:

- 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.

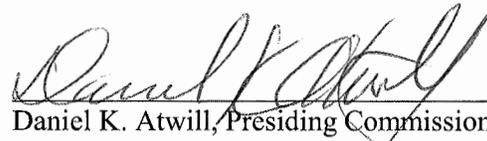
FORTE PAYMENT SYSTEMS, INC.

BOONE COUNTY, MISSOURI

by 
Jeffrey Thorness

by: Boone County Commission

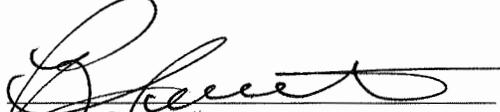
title President & CEO


Daniel K. Atwill, Presiding Commissioner

address 500 W Bethany Dr., Suite 200
Allen, TX 75013 - 3730

APPROVED AS TO FORM:

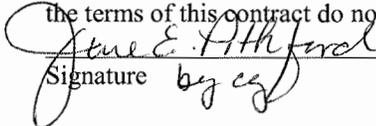
ATTEST:


County Counselor


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 cej

8/21/18
Date

1150-23850; 1720-23850; 1160-23850 / \$0.00
Appropriation Account

No Encumbrance Required

CONTRACT DOCUMENTS

BOONE COUNTY, MISSOURI

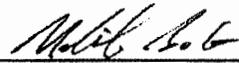
PROPOSAL NUMBER AND DESCRIPTION: 28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card, and E-Check)

BEST AND FINAL OFFER FORM #2

This BAFO is issued in accordance with the Instructions to Bidders and is hereby incorporated into and made a part of the Contract Documents.

The Offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The Offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with Offeror's proposal.

By:



**Melinda Bobbitt, CPPO, CPPB
Director of Purchasing**

Company Name: Forte Payment Systems

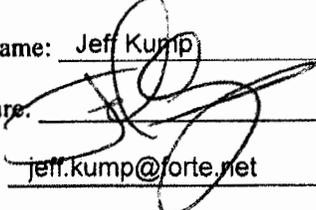
Address: 500 W. Bethany Dr. Suite 200
Allen, TX 75013

Telephone: 866-290-5400 Fax: 972-396-5006

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

Print Name: Jeff Kump

Title: Chief Financial and Operating Officer

Signature: 

Date: 7/13/2018

E-mail: jeff.kump@forte.net

5. Response Page for BAFO #2

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.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the taxpayers of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

5.1. FEES

- a) Provide the fee schedule that would apply to this account. The processing fees below will be charged and paid by the taxpayers at the time of payment:

Credit Card Convenience Fee: 2.30 %, minimum fee of \$ 1.50
Debit Card Convenience Fee: 2.30 %, minimum fee of \$ 1.50

E-Check Fee: \$ 1.50
Describe other Fees:

- b) The Collector's office provides duplicate property tax receipts to taxpayers. There is a fee of \$1.00 to issue a duplicate receipt. Requests are made by taxpayers to use a credit/debit card for this fee. Provide the processing fee, if any, that would be charged to a taxpayer for \$1.00 transaction: 2.30%, minimum fee of \$ 1.00

- c) Identify any and all expenses, fees and discounts related to the following that would be charged to the County. (If no fee, state 0).

- Visa credit card: 0
- Master Card credit card: 0
- American Express: 0
- Discover: 0
- Charge backs: 0
- Payment reversals: 0
- E-check returns: 0
- Set-up fees for Merchant Services: 0
- Set-up fees for Gateway Services: 0

- Monthly fees for Merchant Services: 0
- Monthly fees for Gateway Services: 0
- Report fees (initial and ongoing): 0

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program. No fees would be charge in a service fee model.

e) 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.

See response below f.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

Reduction in pricing will be reviewed annually.

A reduction in the rate will be applied at the time of the annual renewal if annual processing volume is met.

\$25MM in annual volume for all MIDS=2.25%

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

July 11, 2018

Forte Payment Systems
Attn: Jeff Kump, Chief Financial & Operating Officer
500 W. Bethany Drive, Suite 200
Allen, TX 75013
E-mail: jeff.kump@forte.net

RE: *Best and Final Offer 21 to 28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

Dear Mr. Kump:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization. Included with this letter are two attachments. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes 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 BAFO response and completed pricing forms.

As a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is 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.

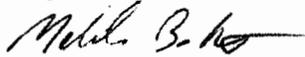
You are requested to provide written response by **10:00 a.m. July 13, 2018** by e-mail to mbobbitt@boonecountymo.org. Your written response will be distributed to the evaluation team.

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.

If you have any questions regarding this BAFO 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, CPPO, CPPB
Director of Purchasing

cc: Proposal File

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

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

July 11, 2018

Forte Payment Systems
Attn: Jeff Kump, Chief Financial & Operating Officer
500 W. Bethany Drive, Suite 200
Allen, TX 75013
E-mail: jeff.kump@forte.net

RE: Best and Final Offer 2 to 28-07JUN18 – *Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

Dear Mr. Kump:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization. Included with this letter are two attachments. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes 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 BAFO response and completed pricing forms.

As a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is 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 provide written response by **10:00 a.m. July 13, 2018** by e-mail to mbobbitt@boonecountymo.org. Your written response will be distributed to the evaluation team.

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.

If you have any questions regarding this BAFO 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, CPPO, CPPB
Director of Purchasing

cc: Proposal File

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

CONTRACT DOCUMENTS

BOONE COUNTY, MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

BEST AND FINAL OFFER FORM #2

This BAFO is issued in accordance with the Instructions to Bidders and is hereby incorporated into and made a part of the Contract Documents.

The Offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The Offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with Offeror's proposal.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

5. **Response Page for BAFO #2**

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.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the taxpayers of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

5.1. FEES

- a) Provide the fee schedule that would apply to this account. The processing fees below will be charged and paid by the taxpayers at the time of payment:

Credit Card Convenience Fee: _____%, minimum fee of \$ _____
Debit Card Convenience Fee: _____%, minimum fee of \$ _____

E-Check Fee: \$ _____

Describe other Fees:

- b) The Collector's office provides duplicate property tax receipts to taxpayers. There is a fee of \$1.00 to issue a duplicate receipt. Requests are made by taxpayers to use a credit/debit card for this fee. Provide the processing fee, if any, that would be charged to a taxpayer for \$1.00 transaction: _____%, minimum fee of \$ _____

- c) Identify any and all expenses, fees and discounts related to the following that would be charged to the County. (If no fee, state 0).

- Visa credit card: _____
- Master Card credit card: _____
- American Express: _____
- Discover: _____
- 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): _____

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

e) 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.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):



Dear Melinda Bobbitt, CPPO, CPPB,

Forte Payment Systems is pleased to have submitted our proposal to provide Electronic Payment Processing (Credit Card, Debit Card, and E-Check) for Boone County. The pages following this letter make up our Best and Final Offer (BAFO).

Forte Payment Systems, Inc. (Forte) is a full-service provider of secure payment processing, located in Allen, TX. Over 47,500 merchants across the United States use Forte's payment systems to process over \$32 billion worth of transactions (2017). Dedicated to providing superior customer service and industry-leading technology for over 20 years, Forte provides tools to help government agencies of all sizes design innovative, enterprise-wide payment platforms, mitigate risk, and increase efficiencies. We're confident in what we can do for Boone County, because we've been processing payments for the County since 2011, and we are very excited about the prospect of continuing this partnership with the County.

Thank you for the opportunity to submit a proposal as well as a BAFO for this project. We trust and hope you will find that Forte Payment Systems is still the best fit as your payment provider. Should you require any additional information, please contact Jami Hughes, our Director of Sales, at 866-290-5400 x721 or jami.hughes@forte.net. You may also reach me at 866-290-5400 x712.

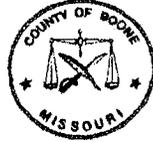
Sincerely,

Charles E. Patrick, III

A handwritten signature in black ink that reads "Charles E. Patrick, III". The signature is stylized and includes a large, sweeping flourish at the end.

Chief Technology Officer

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

June 26, 2018

Forte Payment Systems
Attn: Jeff Kump, Chief Financial & Operating Officer
500 W. Bethany Drive, Suite 200
Allen, TX 75013
E-mail: jeff.kump@forte.net

RE: Clarification #1 with Best and Final Offer #1 to 28-07JUN18 – *Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

Dear Mr. Kump:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The first attachment is a clarification question list, and it includes the following: (1) a listing of the deficiencies or other concerns identified within your proposal which may not comply with the requirements of the RFP or Boone County policy, and (2) a listing of areas within your proposal which require further information and/or clarification.

The second and third attachments are for a Best and Final Offer. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes 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 BAFO response and completed pricing forms.

Your detailed clarification response should address each area identified on the clarification question list using the same numbering outline as the list. In addition, as a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is 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 provide written response by **10:00 a.m. July 3, 2018** by e-mail to mbobbitt@boonecountymo.org. Your written response will be distributed to the evaluation team.

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.

If you have any questions regarding this Clarification / BAFO 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, CPPO, CPPB
Director of Purchasing

cc: Proposal File

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

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 28-07JUN18 – *Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

CLARIFICATION FORM #1

This Clarification 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 must be acknowledged and submitted by e-mail to mbobbitt@boonecountymo.org.

I. CLARIFICATION – please provide a response to the following requests.

- 1) Your proposal includes multiple percentage rates for taxes and non-taxes across the multiple departments. Should one rate apply to all departments for taxes and non-taxes?
Forte will provide consistent pricing for all departments. 2.35% min \$1.50 for all debit/credit cards. 5.1 Fees will be updated to reflect this change

- 2) Can you waive the \$10.00 fee on e-check transaction over \$150,000, so that all e-check transactions are \$1.50?
Forte can waive the \$10.00 fee on eCheck transactions over \$150,000 but we will require a per transaction cap of \$300,000. A flat fee of \$1.50 will be charged up to a limit of \$300,000.

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
PROPOSAL NUMER AND DESCRIPTION: 28-07JUN18 – *Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

BEST AND FINAL OFFER FORM #1

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By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Company Name: Forte Payment Systems

Address: 500 W. Bethany Dr. Suite 200 Allen, TX 75013

Telephone: 866-290-5400 Fax: 972-396-5006

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

Print Name: Charles E. Patrick III Title: Chief Technology Officer

Signature:  Date: June 28, 2018

E-mail: charles.patrick@forte.net

- Monthly fees for Merchant Services: 0
- Monthly fees for Gateway Services: 0
- Report fees (initial and ongoing): 0

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program. No fees would be charged in a service fee model.

e) 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. See response below f.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

Reduction in pricing will be reviewed annually.

A reduction in the rate will be applied at the time of the annual renewal if annual processing volume is met.

\$50MM in annual volume for all MIDS=2.30% \$75MM in annual volume for all MIDS=2.25%

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org

June 26, 2018

Forte Payment Systems
Attn: Jeff Kump, Chief Financial & Operating Officer
500 W. Bethany Drive, Suite 200
Allen, TX 75013
E-mail: jeff.kump@forte.net

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If you have any questions regarding this Clarification / 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,



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

cc: Proposal File

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

BOONE COUNTY - MISSOURI

PROPOSAL NUMER AND DESCRIPTION: 28-07JUN18 – *Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

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I. CLARIFICATION – please provide a response to the following requests.

- 1) Your proposal includes multiple percentage rates for taxes and non-taxes across the multiple departments. Should one rate apply to all departments for taxes and non-taxes?
- 2) Can you waive the \$10.00 fee on e-check transaction over \$150,000, so that all e-check transactions are \$1.50?

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: *28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card, and E-Check)*

BEST AND FINAL OFFER FORM #1

This BAFO is issued in accordance with the Instructions to Bidders and is hereby incorporated into and made a part of the Contract Documents.

The Offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The Offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with Offeror's proposal.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

5. Response Page for BAFO #1

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.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the taxpayers of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

5.1. FEES

- a) Provide the fee schedule that would apply to this account. The processing fees below will be charged and paid by the taxpayers at the time of payment:

Credit Card Convenience Fee: _____%, minimum fee of \$ _____
Debit Card Convenience Fee: _____%, minimum fee of \$ _____

E-Check Fee: \$ _____

Describe other Fees:

- b) The Collector's office provides duplicate property tax receipts to taxpayers. There is a fee of \$1.00 to issue a duplicate receipt. Requests are made by taxpayers to use a credit/debit card for this fee. Provide the processing fee, if any, that would be charged to a taxpayer for \$1.00 transaction: _____%, minimum fee of \$ _____

- c) Identify any and all expenses, fees and discounts related to the following that would be charged to the County. (If no fee, state 0).

- Visa credit card: _____
- Master Card credit card: _____
- American Express: _____
- Discover: _____
- 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): _____

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

e) 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.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

**COUNTY OF BOONE, MISSOURI
RFP #28-07JUN 18 Electronic
Payment Processing**



Forte Payment Systems

500 W. Bethany Drive

Suite 200

Allen, TX 75013

1.866.290.5400

Dear Selection Committee Members,

Forte Payment Systems, Inc. (Forte) is a full service provider of secure payment processing, located in Allen, TX. Over 47,500 merchants across the United States use Forte's payment systems to process over \$32 billion worth of transactions (2017). Dedicated to providing superior customer service and industry-leading technology for over 20 years, Forte provides tools to help government agencies of all sizes design innovative, enterprise-wide payment platforms, mitigate risk, and increase efficiencies. We're confident in what we can do for Boone County, because we've been processing payments for the County since 2011. Forte reviewed the RFP as well as Addendum 1, and has developed the enclosed proposal, which will stay valid for the time period as stated in the RFP, to meet the County's goals by providing the following benefits:

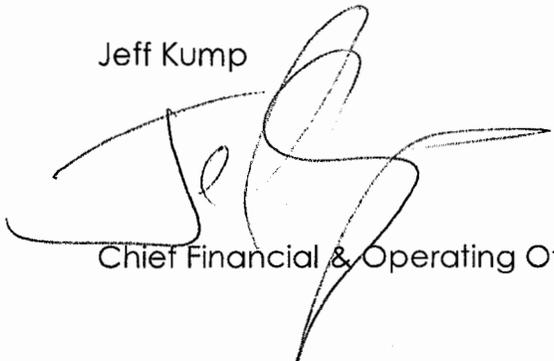
- **Competitive pricing:** Forte offers electronic payment processing services that are priced just right. We understand that each department has different needs and different preferences, and because of this, we believe that flexibility is key when it comes to payment models.
- **Top notch transaction processing:** Forte's multi-channel payment solutions give customers the convenience of making payments through Internet, IVR (phone), Point of Sale and Mobile. Though this is only scratching the surface, 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, and court fines and fees are a few examples of the types of payments Forte can process. On top of that, our systems are also Level 1 PCI compliant and we closely follow the guidelines of the card associations.
- **Best in class customer support:** Here at Forte, we believe that our customers are best in class, so the support that we give them should be, too. We maintain a high level of customer service to our clients by providing them with a seasoned support staff that is knowledgeable in the government industry, an in-house customer service team that is dedicated to assisting with a variety of needs, and a sales and marketing staff that have years of experience in assisting our clients with meeting their goals to provide a successful ecommerce solution for their citizens. We support our clients with the utilization of our products and services and we assist your customers with making payments in a secure and convenient fashion. Forte is here to help every step of the way.

- **Robust reporting:** Forte's system allows clients to monitor transactions, so they can see firsthand the increase in volume that takes place as soon as our services are part of the picture. We provide extensive and flexible online reporting options including monthly/daily statements, separate monthly billing, data activity, and automatic email reporting. With Forte's reporting system, any type of report template can be generated across any County departments. Numbers that would normally be a nuisance to keep up with are now just a click away.
- **State-of-the-art integration methodologies:** Forte not only has the ability to work with any third party vendor, we welcome the opportunity to integrate our secure payment processing products into third party software. Our products are flexible and, as an added bonus, will help minimize their scope of PCI.

Forte is excited about the prospect of continuing this relationship with Boone County. Jami Hughes, our Director of Sales, will eagerly provide the support required to make this initiative a successful program for the City. Jami will interact with the departments and provide the necessary expertise from the payment processing industry. You may reach her at 866-290-5400 ext. 721 or at jami.hughes@forte.net. As Chief Financial & Operating Officer, I am authorized to contractually represent Forte. You may reach me at 866-290-5400 ext. 711. Please feel free to contact either of us for questions regarding this response.

Sincerely,

Jeff Kump



Chief Financial & Operating Officer

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Boone County, let's stick together.

Boone County (the County) requires Electronic Payment Processing, and Forte is happy to offer exactly that. Bringing over 20 years of experience in online credit card payment and reporting management, Forte is one of the fastest growing privately held electronic funds transfer processors in the United States. Our office is located in Allen, TX and is comprised of 120+ employees. Forte has received an A+ rating-BBB and has been listed in Inc. 5000 as one of America's Fastest 5000 Growing Private Companies for eight consecutive years.

Features of our service offering to the County include:

- We provide the County with the ability to accept Visa, Mastercard, Discover and American Express cards as well as electronic checks.
- We provide easy access to customers to process payments through several payment channels including Internet, IVR (phone), Point of Sale, and Mobile.
- We provide the County with reliable service. With our 99.9% system uptime, the County will not experience any limitations with our service.
- We provide customer support, including a toll-free telephone number, e-mail and web-based chat. Our customer service staff will assist the County staff and its customers and will be available during operational hours.
- Our system allows customers to make payments for specific bill types the County defines.

Forte offers the following benefits to the County and its customers:

- A provider that has the reputation, professional qualifications and technical competency the County requires. We are a PCI Level 1 Certified Service Provider with over 47,500 clients across the U.S. We are in the highest established tier by Visa and therefore we are subject to the most stringent data security standards. Our data centers have a 99.9% uptime record. **The County will receive dependable and secure service.**
- Over 20 years of experience in eCheck and verification services as well as reporting management for government. Forte has worked within government or has managed government accounts for a combined 50+ years. **The County will have an experienced team who understands government operations.**
- Quick implementation schedule of 30 – 45 days after agreement execution. **We will get the County up and running quickly with top-level collection processes and operations.**
- Service that exceeds card associations' guidelines and provides a fully integrated, web-based system with full support for credit/debit terminals and online electronic payments, and 24/7 customer service. **The County will receive the same level of quality service and dependability as our current government clients.**

If something is your forte, it's your strong point, what you're good at. Here at Forte, we do what we do best: commit ourselves to implementing payment solutions that will provide the County with a more efficient and cost-effective way of doing business. With a long résumé of government clients, we're confident that, in partnership with Boone County, we will continue in succeeding in achieving your goals.

2.2.1. General Requirements for Consideration/Selection

A. Provide the number of years experience in managing credit card and e-check online services.

Forte has over 20 years of experience in online credit card and eCheck payment processing.

B. List the Integrated Voice Response (IVR) and Integrated Web Response (IWR) companies and programs you currently integrate with to receive payment information.

Forte maintains our own IVR and Web products that we offer to our merchant base. We are certified on various credit card processing platforms including Vantiv, Global, TSYS, Elavon and First Data-Nashville. Additionally, we maintain several bank relationships and originate our own ACH files to banks for processing. In addition to our processing relationships and our banking partnerships, we have several relationships with third party software vendors who require a PCI compliant secure payment engine to process payments for their merchants.

C. Provide the number of customers you are providing payment processing and gateway processing.

Over 47,500 merchants across the United States use Forte's payment systems to process over \$32 billion worth of transactions (2017).

D. Provide the minimum amount of coverage in errors and omissions insurance or professional liability insurance you and your firm currently hold.

Forte has provided a copy of our Certificate of Insurance listing our current coverages.

2.2.2. Scope of Work and Services Requested

The following services should be provided:

A. Provide internet payment processing; integrate credit card/debit and e-check processing with the existing payment processing on Collector's website.

As the incumbent, Forte will continue to process credit/debit card and electronic check payments for the Collector as instructed and will work with the Collector if any changes come along in the future to their process.

B. Provide automated and secure file transfer of the previous days' transactions.

Forte will provide a payment file via secure ftp to Boone County providing the previous day's transactions.

C. Provide payment processing and gateway services for e-checks or ACH.

Forte will provide payment processing and gateway services for e-checks or ACH.

D. Provide statements detailing payment activity.

Forte will provide statements detailing payment activity for all transactions processed.

E. Provide statements detailing charges to each using office.

Forte will provide statements detailing all charges to each office that is using our systems to process payments.

F. Provide strategies to reduce fees, when applicable.

Forte will provide strategies to reduce fees when applicable. Up-front, Forte suggests that if the County departments choose to absorb the fees for processing they have their processor implement and or they follow these steps:

- Direct Pass Thru/Interchange Plus pricing - this pricing allows the departments to be charged the direct interchange, dues and assessments, and all other associated processing fees charged by the card associations with no hidden costs. All of the interchange categories will be available to view directly on your merchant statement.
- Swipe or dip cards at the Point of Sale
- Utilize CVV and AVS when transactions are keyed into a solution
- Reduce cost by offering eCheck processing, which is cheaper than credit card processing

G. Provide hardware and software upgrades to the offices, when applicable.

Forte will provide hardware and software upgrades to the offices when applicable. All of Forte's online systems are designed for live updating, so our clients are always on the latest release. Should any downtime be necessary for updates, we will notify the appropriate County personnel.

H. Provide customer service and problem resolution on hardware, software, and on transactions requiring intervention.

Forte will provide customer service and problem resolution to the County and its citizens. Our Customer Service team is available from 7am-7pm CST.

I. Provide customer service and problem resolution to Boone County taxpayers, including assistance with processing tax payments.

Forte's staff provides assistance to the County's taxpayers including assisting them with making their tax payments. We also provide assistance to the County to resolve problems and/or answers questions quickly.

J. Set up each office with separate merchant numbers.

Forte will setup each office with separate merchant numbers. We also have the ability to setup the different payment channels with separate merchant numbers so that the departments can view the various payment channels that taxpayers are utilizing to make their payments. Each department will have access to their own department information. The finance office can have access to all department's activity if necessary.

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

A. On-line by credit cards, debit cards, and e-checks

Forte provides an online system to accept payments by credit/debit card and electronic checks.

B. By phone with IVR by credit cards, debit cards, and e-checks

Forte provides an IVR system to accept payments by credit/debit card and electronic checks.

C. USPS mail by credit cards and debit cards

Forte provides the County with the ability to manually enter payments into a credit card terminal or a virtual terminal if the information is provided by the taxpayer over the phone. We would not promote that the County accept hand written financial information (credit/debit card numbers) through the mail as this is not a secure way of providing payment information to the County.

D. In person by credit cards and debit cards

Forte provides credit card devices to allow in person payments by credit and debit cards.

2.2.4. Payment through On-line and IVR

A. County Collector will host the bill data

Forte provides the ability to assist the County with placing a 'pay now' or 'checkout' button on their website. The taxpayer would be redirected to Forte's secure payment page where additional information can be collected (i.e. taxpayer's phone number, email address, etc.) as well as the financial information. Upon approval, the taxpayer is able to print a copy of their confirmation for their records, an email confirmation can be delivered if a valid email address is provided (County can create the email that is delivered) and a post-back to the calling application can be delivered to update the payment in real time can be completed (optional). Forte provides various products to assist the County with acceptance of payments. The Collector currently utilizes our Secure WebPay product but in the future may want to review other products that have been created such as Forte checkout (allows for ewallet capabilities).

B. Contractor shall provide the payment acceptance system

Forte will provide the secure payment acceptance system.

C. Cooperative interface must exist between Collector data and payment acceptance system.

Forte is already integrated with the County Collector's data system and will continue to assist the County with any changes that they may make in the future regarding their interface.

D. ACH process shall transmit 100% of the property tax payment with transaction/convenience fees retained by Contractor.

With our convenience fee model approach, the citizen pays the fees for processing the transaction. Forte will process transactions and split off the convenience fee from the total amount that is due to your office. The department will receive the principal amount due to them in a designated account, and Forte will receive the amount of the service fee.

2.2.5. Payment through USPS mail

A. Collector and Recorder may process through card processing terminals and/or on-line method

Forte is able to provide the Collector and the Recorder with the ability to process payments via the use of terminals and/or an on-line method.

2.2.6. Payment In-person

A. Collector, Recorder and Resource Management may process through card processing terminals and/or on-line method

Forte is able to provide the Collector, Recorder and Resource Management departments the ability to process payments via the use of terminals and/or an on-line method.

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

2.3.1. Organization

A. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.

Forte was incorporated in California in 2000. We are an S Corporation with one owner.

B. Describe experience of the firm in providing merchant and gateway services to the public sector.

Forte has over 20 years of experience in providing merchant and gateway services to the public sector. We process for over 3,000 government entities across the U.S. We have created a staff of individuals who are dedicated to supporting our government clients. This staff supports the implementation of the payment processing services that are utilized by the departments and the taxpayers who utilize the services to make their payments. Government is our Forte.

C. 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. Please list any Missouri counties to which you currently provide services. Exhibit A - Prior Experience may be used.

Provided on Exhibit A

D. How many on-line credit card/debit card and e-check 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?

Forte processes for many other types of industries besides government/public sector merchants. Over the past two years, we have received over 40,093 merchant applications, approved 28,332 aps and have closed 9,010 accounts. We maintain a Risk management staff who monitors all of our merchant's activity. They will take appropriate measures to close merchant accounts if they feel that they are not processing payments as originally intended when they applied.

Within our government channel, we have added 409 new merchants in the last two years and we have had less than 15 merchants close their account. The primary reason for closing their accounts are that they have selected a software vendor to assist with their internal processes and that software vendor is not integrated with Forte and is not interested in adding other payment providers (or charges the government to integrate to Forte).

E. Describe the type and amount of insurance coverage the firm maintains with respect to credit card and e-check activities.

Forte has provided a copy of our Certificate of Insurance to our response.

2.3.2. Personnel

A. 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.

Government Sales Team

Forte employs a team of sales people who have an extensive background working with government agencies. We are focused on the success of the services that are implemented which include: secure, easy, efficient and quick payment processes for your taxpayers as well as providing your offices with the ability to reconcile and post payments efficiently.

Jami Hughes, Director of Sales - 10 years with Forte 25 years in payment processing with public sector

Jami will oversee the Sales and Implementation teams to ensure that the project is running smoothly for the County. She will see to it that the County's questions are always addressed within a timely manner by the appropriate Forte staff member under the Sales or Implementation teams.

Josh Budd, Manager of Government Sales - 7 years with Forte, 15 years in payment processing with public sector

Josh will provide the support required to make this initiative a successful program for the County. Josh will interact with the departments and provide the necessary expertise from the payment processing industry.

Implementation Team

Forte employs a staff of individuals who are dedicated to the onboarding of your merchant accounts on to the Forte system. In addition, our Implementation staff will assist each department with the implementation of the chosen products including, the setup, testing, pushing to production, delivering of payment files, etc. and ongoing support of the systems in use.

Ana Noble, Lead Implementation Coordinator – 9 years with Forte

Ana, in addition to three other Implementation staff members, will be available to assist at any given time.

Support team for Boone County and Taxpayers

Forte employs a dedicated staff to assist the County with any questions related to their reconciliation efforts. This team of individuals is well-versed with handling how to: void or reverse a transaction, how to generate an ad-hoc report for a meeting, how to research a returned eCheck, etc. This team also assists the taxpayers with making their payments in the event that they are struggling.

Katelyn McGee – 3 years with Forte

Katelyn is our Lead Support Coordinator and manages a staff of individuals who are able to assist at any given time.

Forte's team has worked within government or has managed government accounts for a combined 50+ years. The County is in good hands.

B. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

Please see breakdown above.

2.3.3. Reporting Capabilities

A. Submit samples of reports which would be provided and describe their frequency and purpose.

Refer to Attachment B for samples and breakdowns of our reporting.

B. Describe the process the firm would go through to assist in identifying fee reduction opportunities, if applicable.

Forte constantly reviews the latest and greatest technology to provide state-of-the-art solutions at an affordable cost to our clients. We offer solutions that will help you now and in the future. We are continually building out enhancements to prepare for changes in the payment industry, because we know that it is ever-evolving. With that, we also consistently review changes in the industry that might be more cost-effective so we can always provide the best service at the best possible cost. Our response in section 2.2.2, F, described steps to reducing costs in an absorbed model. For a service model, Forte monitors the interchange rates that are charged for public sector transactions and will adjust our rates accordingly. The fees that are charged by the associations are the major component of what makes up the service fee amount that is charged but Forte also provides additional services that we recoup within those fees so that we do not have to charge the County for any product or service that we provide. A few of those items include:

- maintaining a secure payment engine to accept payments
- providing the products to allow for the financial information to be entered
- creating, maintaining and delivering payment files to post payments
- working with third party vendors to integrate their software to our payment solutions at no charge to our merchants
- handling chargebacks on behalf of our merchants
- assisting taxpayers with making their payments

We realize that there is cost pressure to offer the cheapest service fee to the taxpayer and Forte is committed to being competitive in the marketplace. We will continue to communicate with the County when we are able to reduce fees.

2.3.4. Other Considerations

A. Describe any assistance the firm would provide in the set-up process.

No set-up would be necessary, as we are the current payment provider for the County. However, Forte will be readily available to assist should the County staff need any refreshers on our services and/or if more departments want to come on board.

B. Describe the training and education services that would be provided to staff.

Forte provides in-depth tutorials and online documentation.

In some environments, we have provided a "Train the Trainer" session, providing one or two people with all of the knowledge necessary to do the following:

- Installation of devices
- Use of devices
- How to log in to our Virtual Terminal
- How to create users
- How to void, reverse, and view items that have been processed historically and in real-time
- How to generate reports (several formats are available, i.e. PDF, Excel)
- Customer Service and Technical Support available 7am-7pm CST.

(Forte maintains after hours and weekend support, including holidays)

C. 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/ debit card payment**

The department will have access to our virtual terminal to search for a transaction that is processed either by the On-line, IVR or POS systems allowing

an employee to void and/or reverse a payment. The individual who is given access to the virtual terminal would require to have the permission settings available to them to exercise the ability to select the void or reverse button. Once the void is completed, the transaction is voided in real time and the credit/debit card will not be charged. The pending authorization will maintain on the card until the card issuing bank removes/drops the authorization. This can take 3-7 business days depending on the card issuing bank's process. Forte can assist the taxpayer with removing the authorization sooner if the taxpayer, card issuing bank and Forte can join in a call and if the card issuing bank is willing to remove it. Once a transaction is reversed, the customer should have the transaction reversed on their account within one to two business days. It is up to the card issuing bank to post the reversal to their account.

- **an e-check**

The department will have access to our virtual terminal to search for a transaction that is processed either by the On-line, IVR or POS systems allowing an employee to void and/or reverse a payment. The individual who is given access to the virtual terminal would require to have the permission settings available to them to exercise the ability to select the void or reverse button. Once the void is completed, the transaction is voided in real time and the bank account will not be charged. Once a transaction is reversed, the customer should have the transaction reversed on their account within one to two business days. It is up to the taxpayer's bank to post the reversal to their account.

D. Provide a schedule of when funds will be deposited into County's accounts once a transaction has been completed for each payment type - credit card, debit card, or e-check. And, describe how funds will be identified in County's Accounts.

For next day settlement, Forte requires a 7 pm CST cutoff time. If transactions are cutoff after 7 pm CST, they will fund in two business days. For example, Monday – Thursday: funds available in two business days / Friday, Saturday, Sunday: funds available on Tuesday.

MasterCard, Visa, Discover and American Express credit cards settle in 1 lump sum per day; eChecks settle in 1 lump sum, separate from credit cards. The description on the bank statement reflects CC or ACH followed by the date that

the deposit is funded and a reference number. The auto daily report that Forte provides, displays the department's name, and the total amount that is deposited into the bank account by CC and ACH as well.

E. Describe any online websites to assist County offices with tracking real-time payment information, voids, credits, reporting, payment transaction processing, etc.

The County will be able to track all of this information online through Forte's Virtual Terminal.

F. Describe how transactions will be identified in taxpayers' accounts. Will there be one transaction that includes the processing fee? Or, will there be a separate transaction for the tax/permit/license, and a separate transaction for the processing fee?

The taxpayer's statement will reflect two separate charges. One for the amount of the tax payment and one for the amount of the service fee. For non tax transactions, the taxpayer's statement will reflect one charge (amount of permit/license and the service fee).

G. Describe the equipment that will be provided to the County to process in-person and USPS mail credit/debit card payments.

Forte recommends continued use of our VX520 terminals for processing card payments. We can continue to support the Magtek dynamag devices as well.

H. Identify all timelines for incorporating Merchant Services and Gateway Services into an IVR and IWR.

Forte is the current provider, so no transition/integration will be necessary. If the County chooses to add additional departments, our typical implementation turnaround time is 30-45 days or less.

I. Identify any interfaces or other programming requirements for incorporating Merchant Services and Gateway Services into an IVR and IWR, along with costs.

Forte is the current provider so there are no interfaces or programming requirements to incorporate at this time.

J. Provide a schedule of available customer service hours for both County offices and Boone County taxpayers (if different).

Forte's Customer Service team is available from 7am – 7pm CST for the County offices and the taxpayers.

2.3.5. Other Information

A. Provide proof of state registration.

See attachments.

B. Provide verification of PCI compliance.

See attachments.

C. Shipping of any Equipment / Supplies: FOB Destination: All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

Forte will comply.

D. Lower Price Guarantee: Should the equipment / supplies be offered at a lower price.

The vx520 devices utilize standard thermal paper that the County can purchase from Forte or from any office supply store allowing the County to select the lowest priced vendor.

Required Documents



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: Forte Payment Systems

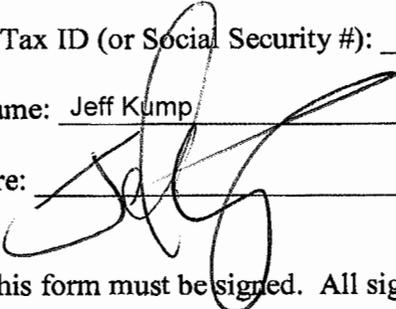
Address: 500 W. Bethany Dr. Suite 200
Allen, TX 75013

Telephone: 866-290-5400 Fax: 972-396-5006

E-mail Address: jeff.kump@forte.net

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

Print Name: Jeff Kump Title: Chief Financial & Operating Officer

Signature:  Date: 06/01/2018

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.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the taxpayers of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

5.1. FEES

- a) Provide the fee schedule that would apply to this account. The processing fees below will be charged and paid by the taxpayers at the time of payment:

Credit Card Convenience Fee:	tax: 2.40	tax: \$1.50
	non-tax: 2.45 %	non-tax: \$1.50
Debit Card Convenience Fee:	tax: 2.40 %	tax: \$1.50 (processed as credit)
	non-tax: 2.45	non-tax: \$1.50 (processed as credit)

E-Check Fee:

\$ \$1.50 with Forte Verify with
per transaction cap up to \$150,000

Describe other Fees:

We can continue to offer the pricing that is in place today or the County can choose to utilize a tiered approach:

Flat fee	Per Transaction limit
\$1.50	\$0-\$150,000.00
\$10.00	\$150,000.01-\$300,000.00

- b) The Collector's office provides duplicate property tax receipts to taxpayers. There is a fee of \$1.00 to issue a duplicate receipt. Requests are made by taxpayers to use a credit/debit card for this fee. Provide the processing fee, if any, that would be charged to a taxpayer for \$1.00 transaction: 2.40%, minimum fee of \$ 1.50 - In order for Forte to not charge the taxpayer a flat \$3.95 if they use their debit card to pay for the duplicate receipt, Forte can create a separate Merchant ID that can be used only for duplicate receipts, allowing all cards to be charged a rate of 2.40% or minimum fee of \$1.50.
- c) Identify any and all expenses, fees and discounts related to the following that would be charged to the County. (If no fee, state 0).

*There are 0 fees to the County if they choose to have Forte charge a service fee to the taxpayer.

- Visa credit card: 0
- Master Card credit card: 0
- American Express: 0
- Discover: 0
- Charge backs: 0
- Payment reversals: 0
- E-check returns: 0
- Set-up fees for Merchant Services: 0
- Set-up fees for Gateway Services: 0
- Monthly fees for Merchant Services: 0
- Monthly fees for Gateway Services: 0
- Report fees (initial and ongoing): 0

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program. No fees would be charged unless the department chooses to absorb the fees rather than have Forte pass along a service fee.

e) 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. Forte is reducing the tax payment service fee to 2.40% with a minimum \$1.50 and non tax service fee to 2.45% with a minimum of \$1.50.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

Reductions in the service fee pricing can be established if the volume increases. Throughout the contract period time, when/if the total dollars collected in credit card and electronic check reach \$25MM, the service fee for tax will be reduced to 2.35% with a minimum of \$1.50 and non tax to 2.40% with a minimum of \$1.50.

Equipment is supplied by Forte for the term of our relationship. The equipment remains Forte's property and is returned to us if the County terminates our agreement.

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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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 and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

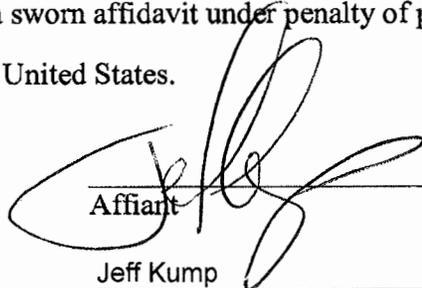
If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

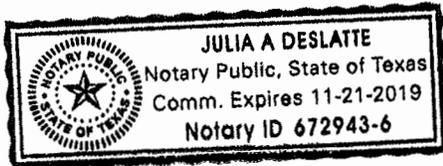
County of Collin)
)ss
State of Texas)

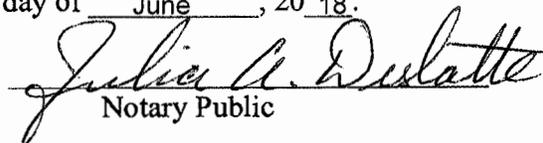
My name is Jeff Kump. I am an authorized agent of Forte Payment Systems (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.


Affiant _____ Date 6/1/18
Jeff Kump
Printed Name _____

Subscribed and sworn to before me this 1st day of June, 2018.




Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

Company ID Number: 322102

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Forte Payment Systems
Company Facility Address	500 West Bethany Suite 200 Allen, TX 75013
Company Alternate Address	
County or Parish	COLLIN
Employer Identification Number	330903620
North American Industry Classification Systems Code	522
Parent Company	Forte Payment Systems
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 322102

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

Name Debra F Fowler
Phone Number (469) 675 - 9920 ext. 726
Fax Number (469) 675 - 8738
Email Address debbie.fowler@forte.net

Name Debra F Fowler
Phone Number (469) 675 - 9920 ext. 726
Fax Number (469) 675 - 8738
Email Address debbie.fowler@achdirect.com

(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.

Jeff Kump, Chief Financial & Operating Officer
Name and Title of Authorized Representative

Signature

06/01/2018
Date

EXHIBIT A

PUBLIC SECTOR EXPERIENCE

Please provide a minimum of three customers currently using your service. Please provide at least one Missouri County to which you provide services. The County reserves the right to ask for additional information.

1. Services Performed for:

Company Name: Jefferson County, MO
Address: 729 Maple St. Hillsboro, MO 63050

Contact Name: Beth Mahn
Telephone Number: 636-797-5406

Date of Contract: 2011
Length of Contract: 3 years with 1 year auto renews

Description of Services (include dates): Forte provides Web, IVR, and POS credit/debit card and electronic check processing for the County for tax payments. The County's tax software vendor is integrated to Forte. The software allows the taxpayer to select the property that they want to pay and when the taxpayer selects to pay, Forte is the secure payment engine collecting the payment information. We provide the County with a payment file the next business day to post their payments. We also provide POS credit/debit card payments for the Health and Courts departments.

2. Services Performed for:

Company Name: Texas County, MO
Address: 210 N. Grand Ave. Ste. 101 Houston, MO 65483

Contact Name: Tammy Cantrell
Telephone Number: 417-967-2580

Date of Contract: 2016
Length of Contract: 3 years with 1 year auto renews

Description of Services (include dates): The County utilizes our BillPay product for Web and IVR payments. They provide us with a file of records that are owed, and we provide a landing page where taxpayers can look up what they owe, place their items into a shopping cart, and make their payment via credit/debit card or electronic check. They also accept payments at the POS. The Register of Deeds utilizes Forte's services to accept payments and has been doing business with Forte since 2012.

3. Services Performed for:

Company Name: Phelps County
Address: 200 N. Main St. Rolla, MO 65401

Contact Name: David Haas
Telephone Number: 573-458-6155

Date of Contract: 2011
Length of Contract: 3 years with 1 year auto renews

Description of Services (include dates): We process payments through the Web, IVR, and POS for the County for tax payments. Phelps' tax software vendor is integrated to Forte. They allow the taxpayer to place their items in a shopping cart and when they are ready to pay, their software redirects them to a secure payment page that Forte hosts. Forte collects the payment information and we send the County a payment file the next business day to use to post their payments.



BOONE COUNTY, MISSOURI

Request for Proposal #: 28-07JUN18 – *Electronic Payment Processing*

ADDENDUM #1 - Issued June 1, 2018

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's *Response Form*.

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

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

1. Does the current e-payment vendor provide the IVR system?

Response: Yes. The County transmits the property tax payment information via secure transfers throughout the day to our current vendor.

2. If "yes" to the above question, is the County looking to be invoiced monthly for the cost of the IVR system, or is the County looking to be offered an "all in" convenience fee rate so the IVR system is provided at no cost to the County?

Response: IVR system is to be provided at no cost to the County. All convenience/processing fees are to be paid by the taxpayer at the time of the transaction.

3. When is the County's target to be live with a new provider? Is a go-live based on current contract expiration?

Response: Current contract is renewing month to month until we give a 30-day cancellation notice. We anticipate awarding a new contract by August 2018 and implementing by September 1.

4. What documentation should a corporation provide to satisfy the "Certification of Individual Bidder" form?

Response: If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder* instead of the *Work Authorization Certification*. 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*.

5. How many \$1.00 duplicate receipt transactions occur annually?

Response: 6,480 duplicate receipts were issued for fiscal year ending February 28, 2018.

6. Can you provide the weighting for the evaluation criteria?

Response: a. **Method of Performance – 30%**
b. **Experience/Expertise of Contractor – 20%**
c. **Cost to both the County and taxpayers of Boone County, Missouri – 50%**

7. From a formatting perspective, the RFP states to structure the proposal into evaluation criteria sections (Method of Performance, Experience/Expertise of the Contractor, Cost to both the County and taxpayers of Boone County). Is there a specific section you want responses to section 2.2 Contractor Requirements? Do you want certain sections in different sections, or just the section we feel is most appropriate for that material?

Response: Offer's proposal response shall address and respond to section 2.2 Contractor Requirements and address each paragraph in this section, followed by section 2.3 Additional Information. Then complete the Response Form, Work Authorization Certification (or Certification of Individual Bidder with Affidavit), Debarment Certification, and Public-Sector Experience.

By submitting a proposal response with the above included, the County will be able to determine your proposed Method of Performance, Experience/Expertise of Contractor and Cost to both the county and taxpayers of Boone County.

8. Are you looking for all customer payment card and banking data to be on the contractor's secure screens or Boone County's screens?

Response: Property tax information and bill selection will occur on the County's website. Currently, data is transferred to the vendor's secure site to complete the processing of payments.

9. What do you like about your current payment processing services?

Response: We have no issues with our current provider's process and service.

10. Is there anything you dislike about your current payment processing services?

Response: We have no issues with our current provider's process and service.

11. Are there any additional services not currently provided that you would like to have in the future?

Response: Our Resource Management Department would like the ability with the reports function to run a report and close a batch so that if our deposit is completed by 3:00 p.m., and someone comes in and uses a card to pay after that, we do not have to redo the deposit.

12. The RFP included the annual volume by payment type for the past two years for each entity. Could you please provide the monthly volume by payment type for the past two years for the Boone County Collector only?

Response: See Excel spreadsheet posted on our web page with Addendum #1 Attachment at www.showmeboone.com / Purchasing / Current Bids / 28-07JUN18

13. Can you provide the merchant statements for December and January?

Response: We are set-up as a convenience fee model, so there is no billing and no merchant statements.

14. Can you provide the RFP in Word?

Response: Yes, email your request to: MBobbitt@boonecountymmo.org

15. In section 2.2.2 *Scope of Work and Services Requested*, letter A states: "Provide internet payment processing; integrate credit card/debit and e-check processing with the existing payment processing on Collector's website."

Will the County please clarify if the respondent will be integrating with the current payment processor via the Collector's website, and if so, describe the integration required.

Response: Property tax information and bill selection will occur on the County's website. Once the taxpayer selects bills to pay and payment type, the billing data is transferred to the vendor's secure site to complete the processing of payments. Respondent will be integrating with the County's website and facilitating the necessary data transfers with the County's Information Technology Department to complete the payments. No payment information (card or bank information) is entered on the County's website.

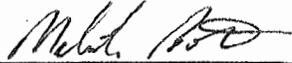
16. What is the current process of providing credit card information by USPS mail? Is the County interested in securing the process by utilizing a digital wallet or a recurring payment subscription option for the users?

Response: Tax statements mailed by the County contain a section for taxpayers to fill in card information and signature agreeing to the charge and any processing fee. These payments are currently processed through the existing card processing terminals.

County currently has the ability to set up recurring, monthly payments for taxpayers.

17. Does the County hold the expectation of the respondent to provide a lockbox option for mailed payments?

Response: No.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

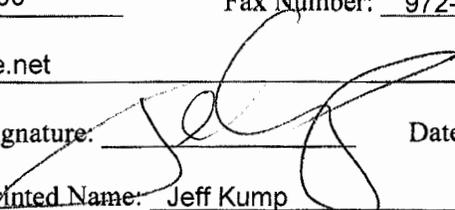
Offeror has examined **Addendum #1** to Request for Proposal # **26-07JUN18 – Electronic Payment Processing**, receipt of which is hereby acknowledged:

Company Name: Forte Payment Systems

Address: 500 W. Bethany Dr. Suite 200 Allen, TX 75013

Phone Number: 866-290-5400 Fax Number: 972-396-5006

E-mail: jami.hughes@forte.net

Authorized Representative Signature:  Date: 06/01/2018

Authorized Representative Printed Name: Jeff Kump

Attachment A – Product Overview



Forte Payment Systems Product Overview

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Checkout BillPayIt	1
Secure Web Pay Checkout Secure Web Pay Embedded Secure Web Pay Redirect	2
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AGI Batch Transmission	5
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Value-adds Direct Recovery eLockbox	7
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{ Checkout }



Forte Checkout is designed to reduce abandonment and maximize sales by offering a clean, modern overlay on top of your existing website, which means customers never have to leave the page. This product allows you to take one-time, ad hoc payments or use advanced e-wallet capabilities to store data for repeat customers.

[View Forte Checkout Appstore Page](#)

{ BillPayIt }



With BillPayIt, you have the ability to present multiple bills at once. Customers will have the options to pay partial or full amounts on bills owed, and you will also have access to insightful consolidations and reporting as well as flexible file delivery and format.

[View BillPayIt Appstore Page](#)

{ Secure Web Pay Checkout }

With Secure WebPay Checkout, your office will have the power to create a fully customizable payment page. This product offers the ability to upload custom graphics and contact information, create individualized content for email receipts, send payment information via HTTP Post using SSL, and much more. The tools to customize pages are available 24/7/365. Additionally, the web page is transparent as the user clicks from your website over to our secure hosted page to make payments.

[View the Secure Web Pay Checkout Appendix C](#)

{ Secure Web Pay Embedded }

The Secure WebPay Embedded integration provides two major pieces of functionality:

1. Embedded Charge Template – A secure Payments Gateway hosted web page that can be embedded into a desktop application for performing transactions.
2. Embedded Capture Template – A secure Payments Gateway hosted form that can be used for the entry of payment method information to create payment tokens associated with customer information stored by the Gateway.

[View the Secure Web Pay Embedded Appendix D](#)

{ Secure Web Pay Redirect }

For merchants that have their own hosting and need total control over the payment form, we offer Secure WebPay Redirect. This product is a fully customizable PCI compliant solution that can perform transactions as well as client and payment method operations. The results of the transaction or tokens created can be posted back to a specified URL.

[View the Secure Web Pay Redirect Appendix E](#)

{ Point of Sale }



For standalone credit card terminals, Forte utilizes the VX family of products manufactured by VeriFone. Born from the best of the proven VX line, VX Evolution offers exactly what consumers want - and what our merchants need. Each device in the VX Evolution family offers advanced technology capabilities and tighter security with PCI PTS 3.0 higher-level performance, the ultimate in reliability, all on the proven VX platform. Further information regarding the VeriFone family of products can also be found at www.verifone.com.

We also utilize MagTek's check document processing devices for over-the-counter check processing. More information regarding MagTek's family of products can be found at www.magtek.com.

Informational Appendix F

{ IVR }



Forte's automated IVR system is designed to handle incoming consumer calls, taking them step-by-step through the payment process. If applicable, the IVR will also inform the user that a service fee is being charged for the use of the system by a third party. Credit card transactions are processed in real-time, and eCheck transactions can be verified with positive account information in real-time. Your organization can assist Forte with the script that they would like to use for the IVR payment system, and you will give final approval of the script before the IVR is turned on "live" for payments.

Informational Appendix G

{ Mobile }

Forte uses the MagTek iDynamo reader (for iPhone) and the uDynamo (for Android). These readers encrypt credit card information at the time of the payment. The iDynamo and uDynamo are reliable, durable, and professional grade readers that offer a higher level of security and protection than many other card readers. Forte also offers a Mobile Payments app that accepts both ACH/eCheck and debit/credit card payments on iPhone and Android. The application can be set up easily once downloaded from the Apple App store, so you can start taking payments immediately.

[Request a Demo](#) [Request a Quote](#)

{ Forte Verify }

With Forte Verify, you can validate accounts on-the-spot and get instant, real-time results. This product verifies that an account is open and valid, validates account information the moment your customer enters their payment data into your website, IVR, and/or at the point of sale. Forte Verify reduces costs associated with returned or collected items and provides added peace of mind to the payment process.

[Request a Demo](#) [Request a Quote](#)

{ AGI }

Forte's Advanced Gateway Interface (AGI) enables merchants to integrate their point-of-sale (POS) systems with the Forte platform to capture purchase information and process credit card, EFT, and recurring transactions. Merchants can capture payment data via manual key entry or card swipe using one of Forte's supported credit card terminals. Use the AGI interface for single, ad-hoc transactions or schedule recurring weekly, bi-weekly, monthly, bi-monthly, quarterly, semi-annual, or annual transactions. Through secure channels, AGI transfers transaction information to the Forte platform for processing and then automatically provides merchants with approved or denied responses. In addition, these responses as well as settlement and/or funding information are uploaded to Forte's Virtual Terminal application where merchants can access completed transaction information and generate accounting reports.

[View the AGI User Guide](#)

{ Batch Transmission (File Specification) }

To access the Forte platform for transaction processing, merchants can use either a secure, real-time connection or a batch transaction submission. Forte's batch transmission file specification uses a flexible format that allows merchants to customize when and how they transmit data to the Forte platform. Merchants can group transactions based on their own preferences to make reporting and tracking simple and intuitive. The batch integration method supports both browser and non-browser-based applications that capture payment data and requires either SFTP or FTP transfer protocols when connected via SSL. The batch transmission option is ideal for merchants who want complete control of their capture UI/UX and primarily conduct card-not-present and/or electronic check transactions.

[View the Batch Transmission User Guide](#)

{ Web Services }



Forte's web services perform a variety of powerful tasks, such as querying, retrieving detailed object information, and updating or deleting customer and transaction records. Merchants can access their information through standard HTTP methods within a secure and simple-to-integrate architecture, which is used in conjunction to Forte's other payment processing products. Forte's web services are simple and easy to use because they rely on the existing infrastructure of the web (e.g., web servers, client libraries, caches, etc.). Merchants can make requests through standard HTTP protocols with any language and any platform to retrieve information from Forte and serialize data through XML or JSON. Merchants can use Forte's web services with their own customized payment form or use one of Forte's checkout solutions on their own site.

[View the Web Services API Documentation](#)

{ Value-adds }

{ Direct Recovery }

When paper checks and eChecks are returned due to non-sufficient funds, they are re-presented for collection. Forte's Direct Recovery uses smart re-present technology, which strategically presents the items on days more likely for successful collection. If collected, you receive 100% of the face value of the check, plus 50% of the NSF fee that you paid when the item was returned. If the item is not successfully returned, you can still use our optional secondary collections service, a third-party turnkey service that specializes in check collection.

For more information, see Appendix M.

{ eLockbox }

Many people utilize online banking software to pay their bills, thinking that the payments are being made 100% electronically, but that isn't always the case. Some of these transactions turn into physical checks that are cut and mailed to your organization. Because checks will be mailed to your office, the manual process of opening these envelopes, posting these payments and manually depositing checks still has to take place. To save you some valuable time, Forte has the ability to convert the online bill pay transactions into electronic transactions.

For more information, see Appendix N.

{ eNotices }

The beauty of an eNotice is that it allows you to take care of payments all in one place. What's the purpose of a quick, convenient, paperless eNotice if you're going to have to take the time to mail a check anyway, right? Yep. We think so, too. Save yourself some time; save a piece of paper, and take a look at how you can benefit from The Master's Touch, LLC and Forte teaming up to make the bill-paying process a little easier.

[View the eNotice experience](#)

{ Account Updater }

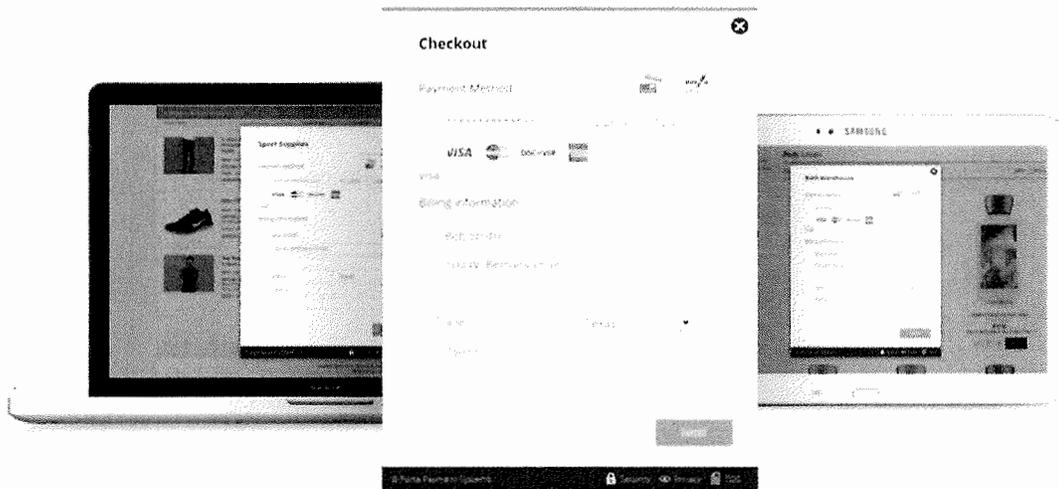
Account Updater is a service that keeps merchants up-to-date regarding their customer's card information. It automatically updates payment card information when a card has been replaced or reported as lost or stolen. This service offers a multitude of benefits to the merchant and the customer by preventing interruption, minimizing declines, and maintaining seamless continuance of recurring payments.

[View the Account Updater experience](#)

Forte Checkout

The perfect checkout from start to finish

Swift and secure online payments right from your website.



Forte Checkout is a third generation product designed for eCommerce merchants and any organization accepting payments online. The clean and modern form slides and hovers right over your existing website, so customers never have to leave the page.

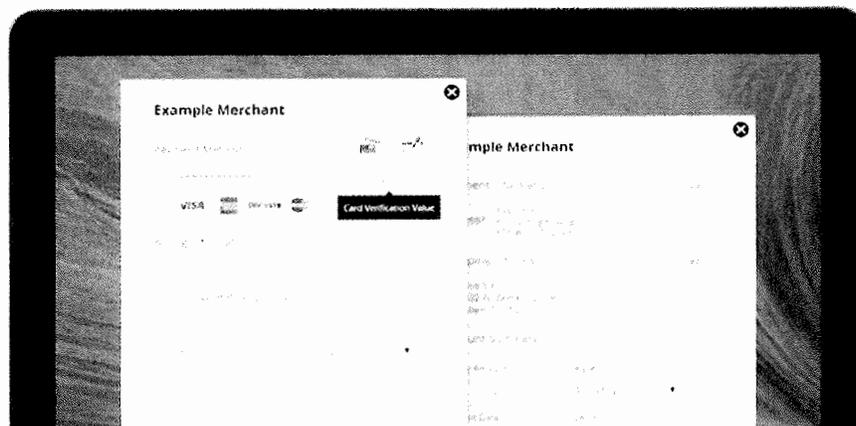
Forte Checkout allows your organization to process both credit/debit cards and electronic checks. The form is simple and intuitive, designed to reduce abandonment and secure payments. A dual-facing platform provides the capability for both your organization or department and the user to process transactions. The form will look the same for both.

Easily Integrated and User-Friendly

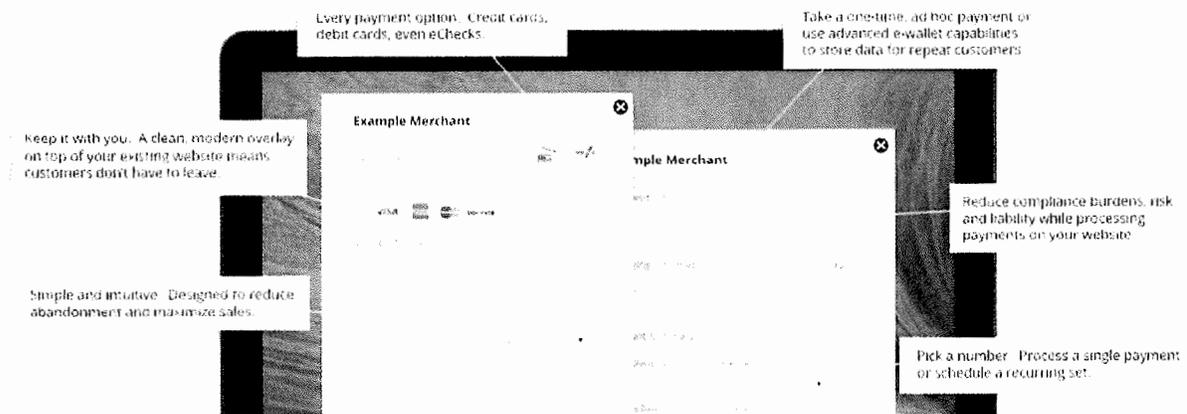
Forte Checkout can be integrated with just a few lines of code. We also provide documentation, button code, full-stack APIs, and our workbench for seamless integration. With Forte Checkout, you can choose how you capture payment information: manually, via e-wallet, or with just a swipe. Checkout supports the following card readers for swipe-based payments: iPad #30050200 v. 1, Dynamag #21073062 v. 1, and VeriFone Vx520. We also offer professional implementation with signature-based authentication. Results can be gathered via webhooks, callback functionality, or both.

In the image below, you will see an example of the Checkout form. The screen on the left shows the first form that a user will encounter after clicking on the button from your organization's website, which would say "Pay Now" or something similar. This form allows the user to enter their payment information, selecting either credit card or eCheck. Your organization may determine that only one payment method is acceptable, such as credit cards, and can set up a rule to prohibit the eCheck option.

The screen on the right shows the second form a user would encounter, where their payment information has been passed through along with shipping and billing information. This form would indicate the amount to be paid.



Powerful Features of Forte Checkout



After a user completes their secure payment transaction, they will be redirected to a webpage of your choosing. Your organization can create this functionality based on the callback feature from Checkout. More detailed instructions about callbacks and integration of Checkout overall can be found at www.forte.net/devdocs.

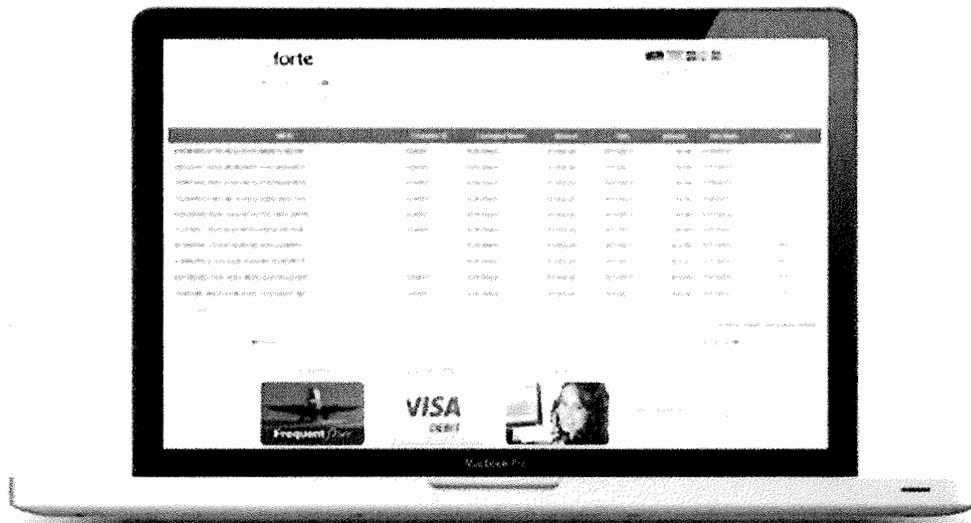
*Please note that Forte Checkout does not currently support recurring payments in a service fee environment. This feature is scheduled to be added at a later date.

Checkout is powerful, but it is also secure. It is PCI level 1 compliant, which helps reduce scope. You also may tokenize the sensitive payment data for added safety and security, even electing to run a "tokenize only" transaction, if you wish to do so. With these safety features and our trusted processing services, your organization can be confident taking payments online.

BillPayIt

Hassle-free bill presentment

No more bill juggling. Search and pay instantly with BillPayIt.



With Secure Bill Pay It™, Forte offers the ability to present the amount owed to a user. Using a secure FTP site for delivery, your organization would provide Forte with a file of records that can be made electronically (via the internet). The user would be directed from your website to a landing page on the Forte site. They would then be asked to enter their account number or other unique identifiers that we establish with you during the implementation process. If the account number is in the file, Forte will present the amount owed and any other information that your organization asks us to display about the transaction. The user is able to place this item in their shopping cart and continue to make a payment and/or search for another item to place in their cart. Once ready, the user is led through the process of making a payment. The following business day, Forte 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 Flat ASCII file or CSV format. Other file formats are available, if required, at no cost to your organization.

The image below is a sample landing page. Your organization will have the ability to provide us with language that will be displayed on this page within the text box.



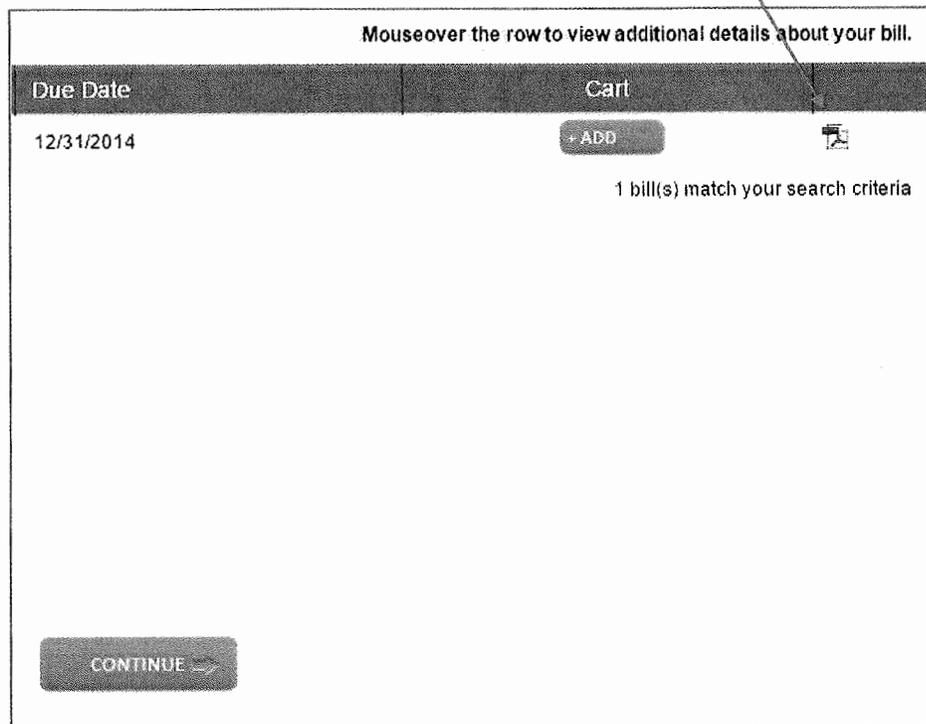
The image below displays how an initial search of accounts can be performed by the user.



The image below displays the search results, which allow users to pay one or multiple accounts. The system will also be able to display additional information about the account.



The image below displays Forte's ability to display a PDF of the invoice/bill if the merchant provides us with a URL within the file that is delivered to Forte.



The image below is an example of the invoice/bill that can be displayed if the user clicks on the PDF icon.

ABC County
 123 Any Where
 Freedom, CA 90210

DUE DATE	12/31/2013
Account Number	10011
Customer Name	John Avery

Additional Information	SERVICE ADDRESS:				
VIEW YOUR BILL ONLINE AT www.abc-county.gov ADDRESS: John Avery 954 Star Wars Ave Tracy, CA 93577	SERVICE PERIOD				
	08/01/2013 to 09/05/2013				
	Meter Readings	ACTUAL			
	SERVICE TYPE	PREVIOUS	CURRENT	USAGE	AMOUNT
	Gas	15361	39986	24625	\$2,261.23
THIS PAYMENT WILL BE DEDUCTED FROM YOUR BANK ACCOUNT ON THE DUE DATE					

MINIMUM AMOUNT BY DUE DATE → **\$1,225.22**

USAGE COST	\$2,261.23
TAX	\$241.31
AMOUNT DUE	\$2,502.54

The image below displays the page where the user will enter their payment information.

forte  1 Payment to credit with total amount of \$2,513.04

Home Search Checkout Payment

Payment Information

Credit Card Electronic Check

Card Number*

4111111111111111  

Expiration Date*

2 - Feb 2016 123

Payment Account Information

Name on Card or Account*
John Avery

Billing Street Address*
954 Star Wars Ave

Country United States **Region** California

Postal Code* 93577 **Phone Number** 555 123 1234

Email Address
john@johnavery.com

Payment Total: \$2513.04

I authorize my account to be charged for the Payment Total and agree to the [Terms and Conditions](#) of the service.

[BACK](#) [SUBMIT](#)

Certified Secure  **Support** 

Forto Devote
800-296-6400

Forto
866-299-5409

{ forte }

We are a PCI Certified Level 1 service provider

[Privacy Policy](#)

Once the transaction is complete, the user will receive a confirmation of the completed transaction immediately. They are able to print this page for their records. Following the successful completion of a payment, the email confirmation you created will be sent to them.






0 Items | in cart with total amount of \$0.00

[Home](#) | [Search](#) | [Check out](#) | [Payment](#) | [Receipt](#)

Payment Receipt

Thank you very much for your payment

[PRINT RECEIPT](#)

Please do not print a copy of this receipt for your records

DateTime: Feb 05, 2015 / 12:20 PM PST

Payer: John Avery

Payment Method: VISA *****

Approval#: 123456

Trace #: 8759908e-c4fb-4523-a463-5b0626490f27

Payment: \$2,513.04

Paid To:
 BillPay Test Gas
 500 W. Bethany Drive
 Suite 200
 Allen, TX 75013

Name	Account Number	Address	Amount	Due Date	Pay Amount
John Avery	10011	954 Star Wars Ave	\$2,513.04	12/31/2014	\$2,513.04

[CONTINUE](#)

Certified Secure



We are a PCI Certified Level 1 service provider

Disadv. Entice

Support



Forte Direct
888-290-5400

Forte
888-290-5400



SWP Checkout

Instantly process payments online

Superior features and comprehensive payment options.

With SWP Checkout your office will have the power to create a fully customizable payment page. The Secure WebPay product offers the ability to upload custom graphics and contact information, create individualized content for email receipts, send payment information via HTTP Post using SSL, and much more. The tools to customize 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 your website over to our secure hosted page to make payments. The logos and banners can be displayed with or without mention of Forte.

Your Company Name

Billing Information
Please enter your Bill To info (instructions here)

Billing Contact

Last Name

First Name

Email Address

Phone Number

Billing Address

Street Address

Street Address

City

State

Zip

CONTINUE

Contact us
1-800-555-1234
1234
5678
9101112

Shipping Information

Payment Information

Review & Submit

{ forte }

PAYMENTS GATEWAY
PLUS LevelBest Service

The above Secure WebPay page is the end result after a user initiates payment via the "Pay Now" button from your organization's webpage. The user is redirected to this page and would then enter the required fields (*).

The department has the ability to provide billing instructions and can also set optional required fields.

For example, the department can make the phone number a required field, while the email address may be set as not required. However, the user must enter a valid email address if they would like to receive a confirmation email when the transaction is completed.

As the user continues through the payment process, the image below demonstrates the ability to enter billing information, if required, or to continue to the account – transaction information page. This page provides an example of how your organization has the ability to configure the data elements that are necessary to accompany the payment. These elements may include property bill number, parcel number, permit number, fine or fee number, parking ticket #, etc. If your organization provides the ability for the user to "lookup" what they owe, fields of information can be "posted in – HTTP Post" using SSL to the SWP Checkout page. Those fields could include the user's name, address, tax account number, and amount (among other fields).

Billing Information

This is a text box that can be used to enter information that you would like to convey to the payer paying their bill. For example: Please enter a valid email address in order to receive a confirmation of your payment.

Billing Contact

John Doe
john@johndoe.com
555-123-1234

Billing Address

123 Main St
75013 Texas
Allen

CONTINUE

Order/Transaction Information

Payment Information

Review & Submit



The SWP Checkout application enables merchants to reduce their PCI scope by calling a Forte-hosted payment form to collect payment and customer information. Merchants can customize the User Interface of the form by selecting a predefined style in the Virtual Terminal or passing in available request parameters. Merchants can use these request parameters to perform the following tasks:

- Collect billing information and order data
- Create customer and payment method tokens
- Schedule recurring transactions
- Authenticate transactions

Each SWP Checkout transaction receives postback responses that include all the submitted request parameters except for those that contain sensitive information such as full credit card numbers, CCVs, and API Login IDs. These responses post to a merchant-defined return URL, which displays the parsed transaction data in an easy-to-understand format for the customer. The figure below displays a payment form for a four-installment recurring transaction of \$900.19.

Billing Information

Please enter your email address if you will like to receive email confirmation of your payment

Billing Contact		Billing Address		
John	Dee	123 Main St		
John@johnsdeed.com		75513	Texas	▼
555-123-1234		Amen		

CONTINUE

Cart Contents

Source	Year	Property No.	Installment	Fee	Penalty
Realtor State	2011	14-2-15-23-01	1	4.00	0.00
Realtor State	2011	14-2-15-23-01	2	8.00	0.00
Realtor State	2011	14-2-15-23-01	3	9.00	0.00
Realtor State	2011	14-2-15-23-01	4	9.00	0.00

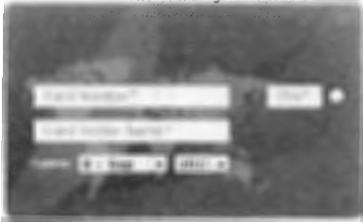
The user will then be directed to enter their payment information. We have designed the entry of the payment information to be very intuitive by displaying the picture of the credit card and electronic check which will assist the user with completion of the required information. For example, it will show the user where the 3-digit CVV code is. It will also allow for duplicate routing and transit entry when utilizing the eCheck option. This reduces keying errors, and authenticates the payor. This page is very intuitive, allowing the user to review or edit their payment information before submitting the payment to be processed.

Payment information

Please enter your Payment instructions here

Credit Card Electronic Check

Please fill in the green fields below



Single payment Multiple payments

Payment Amount: 600.00

Total: 600.00

Submit

Should certain departments choose to offer eChecks as a payment option, the image below demonstrates an example of our eCheck payment page.

Please enter your Payment instructions here.

Credit Card Electronic Check

Please fill in the green fields below.

09/18/2013	
COMPANY NAME	\$ 600.00
six hundred dollars and zero cents	
Routing #	Account #
Check #	
Re-enter Account	Account Type

Single payment Multiple payments

Payment Amount: 600.00

Total: 600.00



Once the credit, debit card, or electronic payment information is entered, the user will then continue to the payment information review page. On this page a user has the ability to edit, cancel or agree to the total amount of their payment. Once reviewed, the user clicks the accept icon and submits their payment for processing and confirmation. Upon successful completion, our system will perform a real-time post back to the online system or other third-party applications, if applicable.

Billing Information / EDIT

Billing Contact	Billing Address
John Doe	123 Main St
john@johndoe.com	Allen
555-123-1234	TX 75013

Order/Transaction Information / EDIT

Acct #: 411111111

Payment Information / EDIT

 *****1111	Payment Amount: \$46.29
---	-------------------------

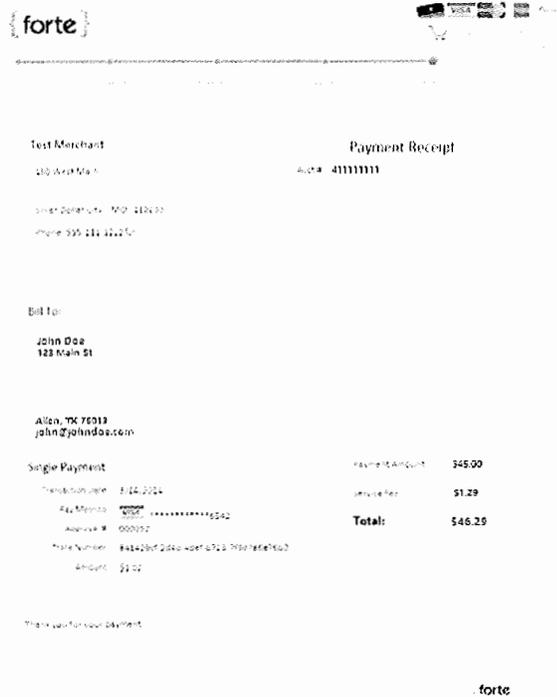
Review & Submit

I authorize my account to be charged in accordance to the following [Terms and Conditions](#) for the payment(s) indicated above.

SUBMIT PAYMENT

 PAYMENTS GATEWAY
PCI Certified Secure

The image below demonstrates a payment confirmation page with the transaction results and approval number. The page below also allows the user to be redirected back to your organization's website to continue other matters, should your organization choose to utilize this functionality.



Once the payment is complete, the system will generate an email confirmation (shown below) that the user will receive for their records (user must enter a valid email address in order to receive the email confirmation). Your organization is able to customize and create this email confirmation sent to the user.



SWP Embedded

Ideal solution for easy integration

Made to fit right in with existing business software.

The Secure Web Pay Embedded integration method provides two major pieces of functionality:

1. Embedded Charge Template– A secure Payments Gateway hosted web page that can be embedded into a desktop application for performing transactions.
2. Embedded Capture Template– A secure Payments Gateway hosted form that can be called for the entry of payment method information to create payment tokens associated with customer information stored by the Payments Gateway.

Embedded Charge Template

Secure Web Pay Charge Template allows you to host a payment page on Payments Gateway servers that has pre-defined data elements included. It also supports a credit card swiper and customization of the form.

Supported Operations

The Secure Web Pay Charge template API supports these operations:

- Transactions
 - Add Single Credit Card or eCheck Transaction

Embedded Capture Template

Secure Web Pay Capture Template allows you to host a payment capture page on Payments Gateway servers. A web based entry allows for the secure transmission of sensitive data by having Payments Gateway host the entry form. This form is used for payment method entry only. The web page will return the payment method id created. The look and feel of the page can be modified by passing URL parameters or using a pre-defined style.

Supported Operations

The Secure Web Pay Capture template API supports these operations:

- Credit Card or eCheck payment method entry

Embedded Integration Advantages

This solution is ideal for software developers and merchant service providers that are integrating transaction processing abilities into a suite of merchant business management software. It includes support for the following:

- Configurable font and color elements of the hosted retail template
- The use of passed in parameters
- Approved card swipe readers
- Printable receipts for 3" receipt printers
- Payment and client tokens are returned with transaction responses

In addition, retail applications can take advantage of the ability to create payment method tokens for quick communication with the Payments Gateway when creating future and recurring transactions.

For more information and examples of Request Parameters, Response Parameters, Receipt Generations, Form Fields, Templates, etc., visit <http://www.paymentsgateway.com/developerDocumentation/Integration/securewebpay.aspx> and select "Embedded" from the left-hand column.

SWP Redirect

Use your own hosting

Take control over payment forms on your site.

For merchants that have their own hosting and need total control over the payment form we offer Secure Web Pay Redirect. Secure Web Pay Redirect is a fully customizable PCI compliant solution that can perform transactions as well as client and payment method operations. The results of the transaction or tokens created can be posted back to a URL specified in the call.

Supported Operations

The Secure Web Pay Redirect API supports these operations:

- Transactions
 - Add Single Transactions
 - Optional Client and Payment Method created
 - Add Scheduled Transactions
 - Client and Payment Method created
 - Note: Passing payment method tokens in place of payment data is supported, however client tokens will be derived. If a client token is not found bill to first and last names are required. Passing both tokens is not supported.
- Clients
 - Create Client
 - Update Client
 - Delete Client
- Payment Methods
 - Create Payment Method
 - Optional Client Creation
 - Update Payment Method
 - Delete Payment Method

Authentication

Authentication is done using a HMAC-MD5 hash that includes the following fields.

- pg_api_login_id (found in the Virtual Terminal)
- pg_transaction_type or pg_valid_transaction_type (can be blank)
- pg_version_number
- pg_total_amount or pg_valid_amount (can be blank)
- pg_utc_time
- pg_transaction_order_number (can be blank)
- pg_client_id (can be blank)
- pg_payment_method_id (can be blank)
- pg_client_command (can be blank)
- pg_payment_command (can be blank)

The API Login ID and Secure Transaction Key can be found in the Virtual Terminal under Gateway Settings.

Return URL

After a transaction has been performed the results can be sent back via a post or in the the query-string by specifying the pg_return_url and the pg_return_method. The pg_return_url must match the value specified in the Virtual Terminal under Secure Web Pay Gateway Settings.

If needed, we provide a return URL that will accept both a post and get.

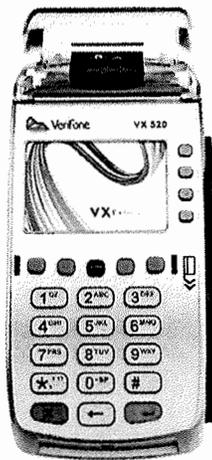
<https://swp.paymentsgateway.net/Redirect/results.aspx>

For more information and examples of Request Parameters, Response Parameters, Hash Examples, and Common Error Messages, visit <http://www.paymentsgateway.com/developerDocumentation/Integration/securewebpay.aspx> and select "Redirect" from the left-hand column.

Point of Sale

Ready. Swipe. Go.

Speed customers through the checkout line.

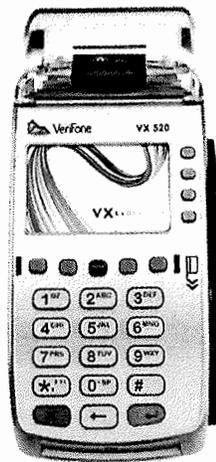


Forte point-of-sale systems are configured to:

- Automatically capture payment details such as property tax number, cashier ID, water bill number, ticket number, etc.
- Allow service fee payments or absorbed processing payments
- Obtain authorization for payment amounts
- Process transactions for all credit cards, including MasterCard, Visa, American Express and Discover
- Terminal reports provide daily detail and a summary of transactions at terminal level
- Allows departments to download daily transaction detail reports directly from the terminal or by using our online browser reporting tools.
- Tethering capability for check conversion

Forte offers the ability for every department in your organization transactions to accept credit/debit cards (debit cards will be processed as credit cards) using the VeriFone Vx520 credit card terminal. The high-speed IP host-based "multi-merchant id (MID)" capable 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 features an intuitive interface which mimics the card acceptance experience in the retail environment.



500 H. Bethany Drive
Suite 4200
Allen, TX 75013
Phone: 866.290.6400
07/23/11 08:07

*** DEMONSTRATION ***

Sale

Merchant ID: 3020
Sequence #: 006
Card Type : VISA
Auth. Code: 123456
Acct. No: *****1202
Entry Mode : Swiped
Parcel #: 12345

Amount: \$ 10.00
Serv Fee: \$ 2.00
Total : \$ 12.00

APPROVED

We appreciate your payment!
Thank You Very Much!

Customer Copy

The unique advantage of our certification with the VeriFone VX family of products is that it allows Forte the capability of not only providing terminal-based reporting but also consolidated web-based reporting, as the terminals will be connected to the Ethernet.

*The VeriFone VX520 is currently on track to be EMV capable by early Q2 of 2016.

IVR

Available 24/7, even when you're not
Customize and sit back. Let customers dial and pay.



Forte's automated IVR system is designed to handle incoming consumer calls, taking them step-by-step through the payment process. If applicable, the IVR will also inform the user that a service fee is being charged for the use of the system by a third party. Credit card transactions are processed in real-time, and eCheck transactions can be verified with positive account information in real-time. Your organization can assist Forte with the script that they would like to use for the IVR payment system. Your organization will give final approval of the script before the IVR is turned on "live" for payments. Forte's IVR system will:

- Enable the ability for payment details to be validated by sending a validation-data file via FTP. If the account # is in the file, Forte will present the amount owed, as well as other information that may be required: due date, last payment amount, etc.
- Automatically capture payment details, including telephone number
- Process transactions for all credit cards, including MasterCard, Visa, American Express and Discover cards
- Process transactions for electronic check (eCheck) acceptance
- Provide customized reports listing daily detail and a summary of transactions
- Multi-lingual – accent neutral voice talent
- Download daily transaction detail using our online browser reporting tools or through the use of a secure FTP site.

Forte uses the iDynamo and uDynamo readers to swipe and encrypt the credit card information at the time of the payment. The iDynamo and uDynamo readers are reliable, durable and professional-grade readers that offer a higher level of security and protection than many other card readers. The comprehensive layered system can provide significant benefits to those accepting mobile payments. Features include instant card authentication at the swipe for real-time fraud detection, key injection through a PCI certified hardware vendor audited annually for TR-39 compliance, immediate tokenization and transaction decryption in hardware (not software). These readers also encrypts card data with PCI recognized strong encryption right inside of the read heads and closest to the magnetic stripe, unlike other readers that simply claim to encrypt within the reader. These readers will not allow for a manual entry of card data, so as to reduce the risk of card data compromise and to protect each transaction.

Forte has selected the pinnacle of security, reliability and durability in card readers. Other companies choose to support less secure readers at a lower price, placing their customers at risk of fraud and data compromise.

Forte also offers a Mobile Payments app that accepts both ACH/eCheck and debit/credit card payments on iPhone and Android. The application can be set up easily once downloaded from the Apple App Store, so one can start taking payments immediately. After the download is completed, the user will be prompted for their provided credentials to log in to the application. The screen shot below shows the initial screen the user will see when the app is downloaded and started.

For more information about Forte Mobile Payments, download the user guide for iPhone at:

<https://www.forte.net/user-guides/Forte%20Mobile%20App%20Guide%20-%20iPhone%202-3.pdf>

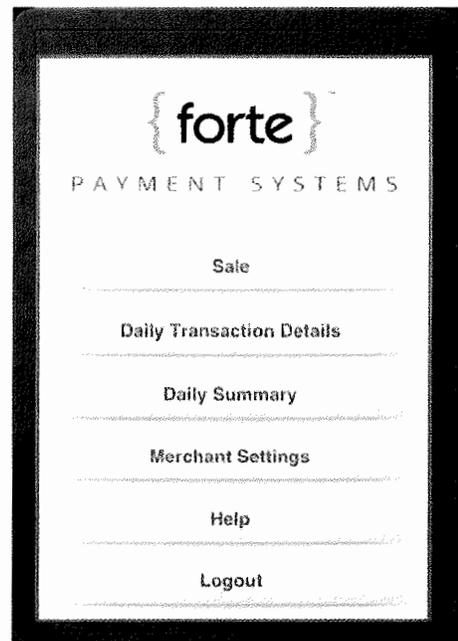
And for Android at:

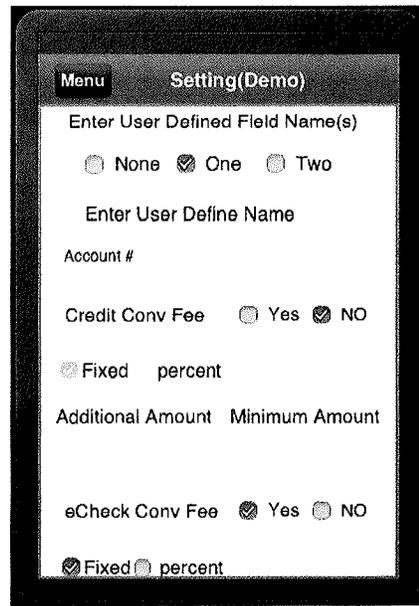
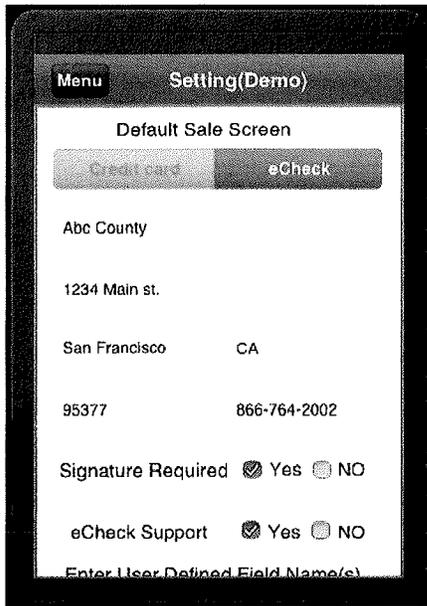
<https://www.forte.net/user-guides/Forte%20Mobile%20App%20Guide%20-%20Android.pdf>



Once all credentials are entered and verified by the app, the user will be directed to the main menu page to select the desired next step.

The first time a user logs into the app, they will need to go in to the Merchant Settings tab, where they can easily set up the app with their preferences. Items may be entered here, such as merchant name, address, contact information, along with specific payment settings. The screen shots below show some of the initial settings available to the users.





The payment process

Once the setup is complete, the system is ready to accept payments. Plug the reader to the mobile device and select "Sale."

Menu Sale(Demo) oCheck

Amount
\$986.99

Cardholder Name
 NAVARRO ROLANDO

Credit Card #
6882

Account #
 13566

Swipe Card

Clear Next

Menu Sale(Demo) Credit

Amount
\$120.00

First Name	Last Name
Joe	Smith
Routing #	Account #
121000358	123456
Account #	
AJD-123455	

Clear Next

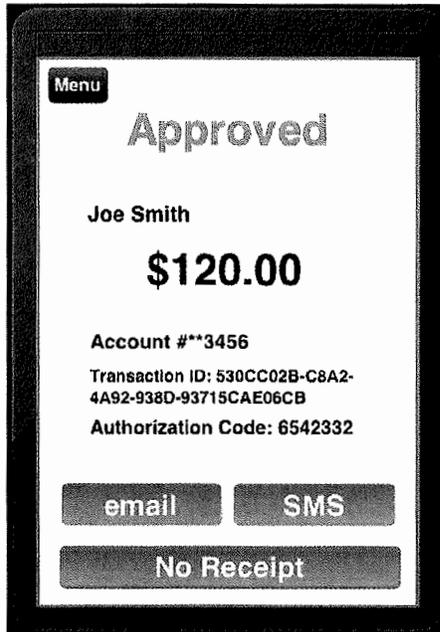
After all information is captured and either the card is swiped or the banking information is entered, the user can choose to have a signature captured before the payment is authorized.

Back Sub- Total \$ 986.99 Total
 Fee \$ 0.00 \$986.99
 Tax \$ 0.00

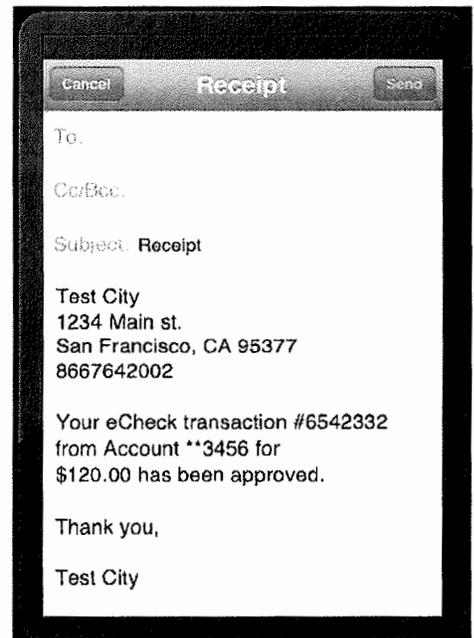
[Handwritten Signature]

Clear Accept

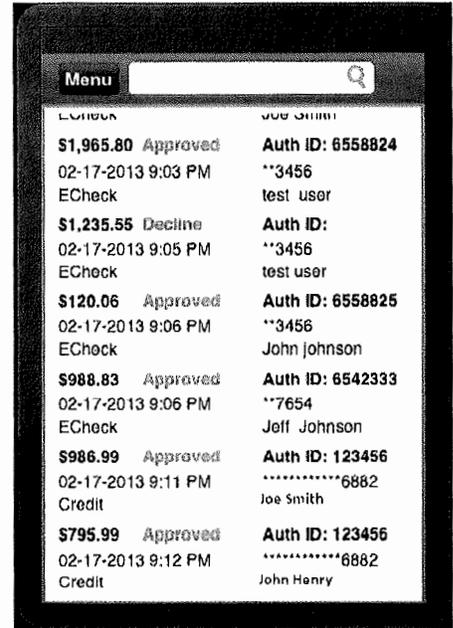
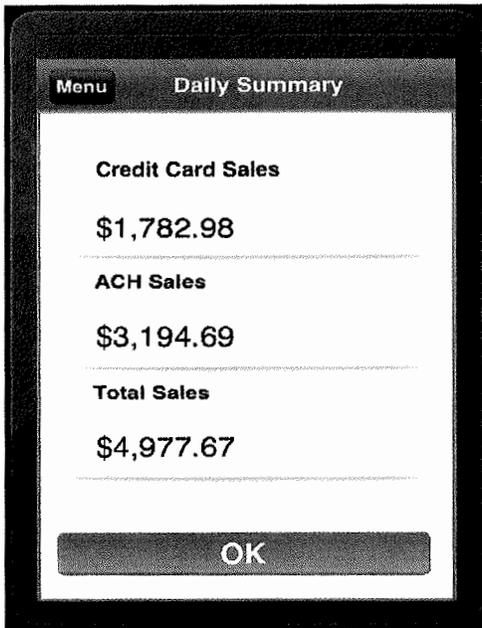
Once the signature is obtained and the "Accept" button is selected, the system will then process the payment. If the transaction is approved, the user will have the option to either send confirmation of payment via email or text message (SMS).



Below, you will find both the email and the SMS receipt options presented.



To keep track of transactions at all times, as well as to void or reverse transactions, the user will have access to a history of all payments processed for that day and a daily summary report.



Forte Verify

Accept checks with confidence

Validate accounts with Forte Verify. Instant, real-time results.



Forte Verify is a comprehensive and secure checking and savings account verification service that provides an actionable, definitive response, 100% of the time for customers seeking a fraud prevention solution to accompany their paper check, electronic check (eCheck), or ACH processing services. Customers can utilize the service à la carte or in conjunction with Forte's eCheck or ACH processing.

Forte Verify offers merchants a comprehensive, real-time, automated solution to ensure the highest possible degree of confidence that a processed transaction will successfully clear the payer's account. The service minimizes fraud and keying errors by validating both the routing and account numbers on the check and responding with messages to facilitate an informed transaction decision.

Forte Verify can be easily added to any Forte merchant account or integrated with a customer's existing payment processing system. After a customer signs up for this service, Forte turns on this feature. An account verification is then performed each time an eCheck or verification transaction is submitted.

This verification is done in real-time, at the moment payment information is entered at the point of sale or into Forte's Virtual Terminal. For example, a customer might enter their bank account information online, a customer might submit a paper check at the POS terminal, a merchant might enter electronic check information via our Virtual Terminal, etc., and, instantly, Forte Verify provides information regarding the status of the bank account associated with that transaction.

If the account number happened to be entered incorrectly at the point of capture, the account will be reported back as invalid. Transactions can be submitted to Forte in real-time, in batches, through our Virtual Terminal, or directly from POS terminals.

Advanced Gateway Interface

Safely transfer payment data

You schedule your payments. Let Forte handle the rest.

Forte's Advanced Gateway Interface (AGI) enables merchants to integrate their point-of-sale (POS) systems with the Forte platform to capture purchase information and process credit card, EFT, and recurring transactions. Merchants can capture payment data via manual key entry or card swipe using one of Forte's supported credit card terminals. Use the AGI interface for single, ad-hoc transactions or schedule recurring weekly, bi-weekly, monthly, bi-monthly, quarterly, semi-annual, or annual transactions. Through secure channels, AGI transfers transaction information to the Forte platform for processing and then automatically provides merchants with approved or denied responses. In addition, these responses as well as settlement and/or funding information are uploaded to Forte's Virtual Terminal application where merchants can access completed transaction information and generate accounting reports.

An Advanced Transaction Processing Solution

AGI is for merchants who want to host their own customized payment form and transfer sensitive customer and payment data through secure messaging facilities via Direct Socket Interface (DSI) or a RAW HTTP POST. Forte recommends the DSI method as is it a native method of the Forte platform and uses a Secure Sockets Layer for both authorization requests and response messages. Merchants can implement the DSI method using their own custom, server-side software or CGI scripts using any programming language that supports secure sockets.

Merchants who do not support Windows, are unable to perform SSL operations, or have access to HTTPS routings, can use the RAW HTTP POST integration method for AGI. AGI concatenates and routes transaction messages through the Forte web server to a merchant-approved URL and then returns a newline delimited response message.

AGI provides merchants with a robust message template that can be used for a variety of transaction types including, sales, refunds, voids, and balance inquiries. Additionally, merchants can use AGI's messaging facilities for credit card authorizations and address verifications to mitigate risk and reduce fraud. For additional security, merchants can subscribe to Forte Verify, which integrates seamlessly with AGI. Forte Verify performs two levels of preauthorization searches on EFT account numbers, which, when used together, provide maximum coverage and accuracy. The figures below display sample AGI sale messages.

The image below reflects a credit card transaction.

```
pg_merchant_id=<Merchant ID>
pg_password=<Merchant Password>
pg_transaction_type=10
pg_total_amount=1.13
ecom_billto_postal_name_first=John
ecom_billto_postal_name_last=Smith
ecom_billto_postal_street_line_1=123 Any Street
ecom_billto_postal_city=San Diego
ecom_billto_postal_stateprov=CA
ecom_billto_postal_postalcode=92104
ecom_payment_card_name=John Smith
ecom_payment_card_type=Visa
ecom_payment_card_number=<Credit Card Account Number>
ecom_payment_card_exptime_month=<Credit Card Expiration Month>
ecom_payment_card_exptime_year=<Credit Card Expiration Year>
pg_avs_method=22000
endofdata
```

The image below reflects an EFT sale transaction.

```
pg_merchant_id=<Merchant ID>
pg_password=<Merchant Password>
pg_transaction_type=20
pg_total_amount=10.00
ecom_billto_postal_name_first=John
ecom_billto_postal_name_last=Smith
ecom_billto_postal_street_line_1=123 Any Street
ecom_billto_postal_city=San Diego
ecom_billto_postal_stateprov=CA
ecom_billto_postal_postalcode=92104
ecom_payment_check_account_type=S
ecom_payment_check_account=<Account Number>
ecom_payment_check_trn=<Routing Number>
pg_avs_method=00220
endofdata
```

Batch Transmission

Take complete control

Customize when and how you transmit data to our platform.

To access the Forte platform for transaction processing, merchants can use either a secure, real-time connection or a batch transaction submission. Forte's batch transmission file specification uses a flexible format that allows merchants to customize when and how they transmit data to the Forte platform. Merchants can group transactions based on their own preferences to make reporting and tracking simple and intuitive. The batch integration method supports both browser and non-browser-based applications that capture payment data and requires either SFTP or FTP transfer protocols when connected via SSL. The batch transmission option is ideal for merchants who want complete control of their capture UI/UX and primarily conduct card-not-present and/or electronic check transactions.

Automate Your Processes with Batch

The batch transmission integration option offers two methods for managing uploads and downloads: the Forte Transporter tool and a manual add using a PUT command. The simplest option for transmission is Forte's Transporter tool, which merely requires the merchant place files in a pre-configured transmission folder. Transporter then compresses, encrypts, and automatically transmits it to the Forte server. Merchants can also use the Transporter tool to query the Forte server for response files that can then be downloaded into a specified directory.

Merchants who want more control over the uploading and downloading of files can manually add the files using a PUT command to a specified upload directory and then renaming it according the Forte platform's naming specification. Forte automatically picks up the file for processing and places batch confirmation and response files in a specified download directory after processing.

Batch files require particular CSV or fixed file layout specifications which should always include header and footer records for both the file and each batch of data it contains as well as the detail records for each transaction. For more information, see Forte's Developer Documentation.

Web Services

Powerful and secure

Simplify the process of accepting payments online.

Forte's web services perform a variety of powerful tasks, such as querying, retrieving detailed object information, and updating or deleting customer and transaction records. Merchants can access their information through standard HTTP methods within a secure and simple-to-integrate architecture, which is used in conjunction to Forte's other payment processing products. Forte's web services are simple and easy to use because they rely on the existing infrastructure of the web (e.g., web servers, client libraries, caches, etc.). Merchants can make requests through standard HTTP protocols with any language and any platform to retrieve information from Forte and serialize data through XML or JSON. Merchants can use Forte's web services with their own customized payment form or use one of Forte's checkout solutions on their own site.

Keep it Simple with Web Services

Authentication for Forte's web services requires only an APILoginID and a Secure Transaction Key included in either an Authentication object or in a custom header property. Merchants can perform POST (create), PUT (update), GET, and DELETE operations on customer, payment method, transaction, settlement, and address objects. In addition, Forte's web services support tokenization for data found in the customer, address, and payment method objects as well as one-time payment method tokens (in conjunction with Forte.js) for ad-hoc transactions. Using tokens reduces a merchant's PCI compliance scope and can help mitigate risk and reduce fraud. The figure below illustrates a simple transaction request and the corresponding response.

POST

/accounts/act_300005/locations/loc_115161/transactions/

Request

```
{
  "action": "sale",
  "authorization_amount": 1.00,
  "billing_address": {
    "first_name": "Emmett",
    "last_name": "Brown"
  },
  "card": {
    "card_type": "visa",
    "account_number": "4111111111111111",
    "expire_month": 12,
    "expire_year": 2015,
    "card_verification_value": "123"
  }
}
```

Figure 1: Request to Create Transaction

The following figure illustrates an "APPROVED" response to the transaction request in Figure 3.

Response

```
{
  "transaction_id": "trn_4bcfa57d-18e9-456e-8ce0-da7eb3a4f37d",
  "location_id": "loc_115161",
  "action": "sale",
  "authorization_amount": 1.0,
  "billing_address": {
    "first_name": "Emmett",
    "last_name": "Brown"
  },
  "card": {
    "account_number": "4111111111111111",
    "expire_month": 12,
    "expire_year": 2015,
    "card_verification_value": "123",
    "card_type": "visa"
  },
  "response": {
    "environment": "live",
    "response_type": "A",
    "response_code": "A01",
    "response_desc": "APPROVED"
  },
  "links": {
    "self": "/v2/accounts/act_300005/locations/loc_115161/transactions/trn_4bcfa57d-18e9-456e-8ce0-da7eb3a4f37d",
    "settlements": "/v2/accounts/act_300005/locations/loc_115161/transactions/trn_4bcfa57d-18e9-456e-8ce0-da7eb3a4f37d/settlements"
  }
}
```

Figure 2: Response to Create Transaction Request

In addition to tokenization support, Forte's web services further protect merchants by automatically conducting credit card and address verifications, which can reduce fraudulent transactions and can help prevent authorizer rate downgrades. Forte's CVV and AVS checks ensure that a credit card is linked to an open, valid account by matching up the following data on file with the customer's issuing bank:

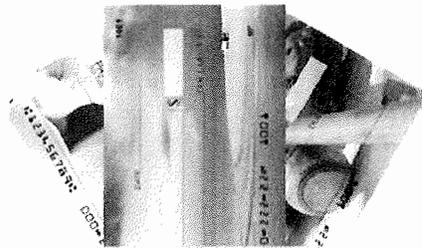
- Primary Account Number (PAN)
- CVV/CVV2
- Expiration Month and Year
- Cardholder's Street Address and Zip Code

Similarly, address verification results indicate matches, partial matches, or mismatches between the submitted data and the address information associated with the card. This ensures merchant data is not only transmitted simply, but also securely.

Direct Recovery

Beat non-sufficient funds

Empower your business against losses and recover funds.



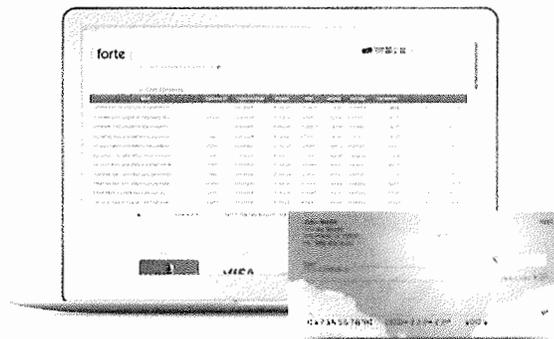
When paper checks and eChecks are returned due to non-sufficient funds, they are re-presented for collection. Forte's Direct Recovery uses smart re-present technology, which strategically presents the items on days more likely for successful collection. If collected, you receive 100% of the face value of the check, plus 50% of the NSF fee that you paid when the item was returned. If the item is not successfully returned, you can still use our optional secondary collections service, a third-party turnkey service that specializes in check collection.

- ★ Re-present returned items on days more likely for successful collection
- ★ Receive 100% of the face value of the check, plus 50% of the NSF fee
- ★ Optional secondary collections service, a third-party turnkey service that specializes in check collection
- ★ No NSF back at the business
- ★ No-fee trial, with 24-hour support and 90-day money-back guarantee

eLockbox

Save time and money

It's a win-win.



Many people utilize online banking software to pay their bills, thinking that the payments are being made 100% electronically, but that isn't always the case. Some of these transactions turn into physical checks that are cut and mailed to your organization. Because checks will be mailed to your office, the manual process of opening these envelopes, posting these payments and manually depositing checks still has to take place.

To save you some valuable time, Forte has the ability to convert the online bill pay transactions into electronic transactions. Through the implementation process, we inform the networks of the information that the bank needs to capture. This ensures that the user enters all necessary information up-front, so that everything needed to post the payment is included in the payment file submitted to your office. In addition, the funds are electronically deposited into your organization's account. The user 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 any more for this service. Your office will be able to eliminate the manual opening of the mail and posting of these payments, and as a result, there will not be as many posting errors. Your organization will save both money and time.

Optional components include:

- Barcode Scanner
- Bill Acceptor
- Swipe Reader
- Card Printer
- Webcam
- Print Reader
- Insert Card Reader
- Pin Pad
- Printer
- Bill dispenser

eNotices

Go paperless

Save steps, stamps, time and trees.

eNoticesOnline



The beauty of an eNotice is that it allows you to take care of payments all in one place. What's the purpose of a quick, convenient, paperless eNotice if you're going to have to take the time to mail a check anyway, right?

Yep. We think so, too.

Save yourself some time; save a piece of paper, and take a look at how you can benefit from The Master's Touch, LLC and Forte teaming up to make the bill-paying process a little easier.

Customers that sign up for eNotices with The Master's Touch, LLC can have the option to pay instantly through the companion online portal using Forte's powerful payment gateway. Forte's gateway offers the highest levels of data protection for online processing. Data is safely tucked away in PCI compliant tier 1 data centers, which are both geographically diverse and fully redundant. These data centers are monitored continuously through video surveillance and on-site armed security. Payment information travels in sub-second time to all major credit card processors from the moment a transaction is submitted.

Forte has teamed up with The Master's Touch, LLC (TMT) for customers who prefer to go paperless. This service provides electronic bill presentment and online payments all in one place.

This service is safe and secure, meeting and exceeding all industry standards and offers many benefits to you and your customers:

- TMT collects and verifies all email addresses.
- TMT validates the user's identity.
- TMT manages and maintains the web site where bills are viewed and paid.
- Customers do not have to search for their account. TMT takes them directly to their statement.
- Statements are NOT emailed (highly insecure). Statements are held on secure website for viewing.
- Multiple accounts require only one registration and one login to view and pay all of them.
- Up to 6 years of history can be stored for retrieval and viewing at any time.
- Email blast to everyone registered with any message you might need to get out – no mailing cost.
- Payment portal is included so customer never needs to leave the site.
- Much lower cost than printing and mailing.
- Your print, mail, ePresentment and online payment can be handled by one company - You only need to have one contract.

Account Updater

Stay up-to-date without lifting a finger

Keep payments and business running smoothly.

Account Updater is a service that keeps merchants up-to-date regarding their customer's card information. It automatically updates payment card information when a card has been replaced or reported as lost or stolen.

For merchants, it reduces the risk of losing revenue by ensuring that the card data on file is the most up-to-date and accurate. It also reduces the amount of declined card authorizations by automatically updating billers with the most current payment card information for their customer. The use of Account Updater eliminates the need for merchants to track down customers to update their payment information for recurring billing services.

On the customer's side, Account Updater allows for uninterrupted recurring payment services, regardless of card or account changes.

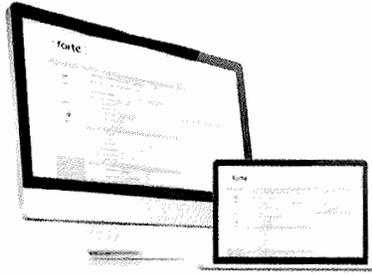
How it works:

- Account Updater exchanges electronic credit card account updates with existing account databases that are maintained by the card associations like Visa and MasterCard.
- Visa/MasterCard issuers submit their account changes to the Account Updater Database.
- On a monthly basis, Forte will compare the accounts/tokens of all participating merchants' recurring transactions against the Account Updater Database.
- Forte will be notified of any changes to cardholder information on file.
- Forte will update the tokenized card information on file with updated account information.
- Forte will update the last four digits of the card number and/or the expiration date in the settlement file for updated accounts. Forte will also advise merchant of closed accounts or cancelled cards.

Additional benefits:

- Prevents interruption of customer service due to non-payment
- Delivers updated cardholder account information in a timely manner, which benefits acquirers, merchants, issuers, and cardholders
- Minimizes declines and reduces customer cancellation
- Extends the life of recurring payments
- Ensures a more stable cash flow
- Improve card member satisfaction by preventing hassles, including seamless continuance of their recurring payments
- Minimizes costs associated with collections and with updating accounts manually

Attachment B – Reporting



Insightful Reporting

All in one place.

Part 1 – Hierarchal Reporting System

Your office will be provided with a Hierarchy Administrator login. You 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 also setup other users to review their own reports for the day.



Monday, December 16, 2013 Logged in as: Hierarchy Administrator [Home](#) | [Logout](#)

Transactions **Convenience Fee Detail**

Reporting


[Origination](#)


[Deposit](#)


[Returns](#)


[Verify](#)


[Scheduled](#)

From:

To:

MyHierarchy

- Merchant Name
- Merchant Dept A
 - Dept A - Internet Payments
 - Dept A - POS Payments
 - Dept A - IVR Payments

Advanced Reporting Options

Attempt:

Debit or Credit:

Type:

Response Code:

Parcel #:

Part 2 – Ad-hoc Reporting and Exporting Data

With viewing reports and exporting data, your office will 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 them. In addition to this tool, Forte can provide a daily flat file on a secure FTP site for all of your departments upon request. We can also provide a custom flat file at no expense.



Monday, December 16, 2013 Logged in as: Hierarchy AdministratorHome | [Logout](#)

Transactions | **Export Transactions** | **Export** | **Templates**

Template
 Ad-Hoc
 Acclivity®
 QuickBooks®

From: To:

Search By: Report:

Product: Format:

Template: Show Header

Type: Expand Line Items

Advanced Export Options

All:

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

Reviewed:
 Void:
 Failed:
 Ready:
 Settled:

Selection:

 Value:
 And

Fields

All Fields	Fields to Export
Account Code	BillTo FirstName
Account Type	BillTo LastName
Attempt Number	Total Amount
AVS Method	Parcel #
AVS Result	Authorization Code
Batch Reference Code	BillTo Email Address
BillTo City	
BillTo Company Name	
BillTo Email Address	
BillTo Postal Code	
BillTo State	
BillTo Street Line 1	
BillTo Street Line 2	
BillTo Telephone Number	
BillTo Telephone Number	
Card Type	
Cardholder Name	
Check Number	
Client ID	
Consumer ID	

[Reporting](#) | [Clients](#) | [Knowledge Center](#) | [User Options](#) | [Merchant Options](#) | [Gateway Settings](#)

Part 3 – Export Templates

Templates can be created, edited and named.



Monday, December 16, 2013

Logged in as: Hierarchy AdministratorHome | Logout

Transactions

Add

Search

Export

Upload File

Reporting

Clients

Knowledge Center

User Options

Template Editor

Export Templates

CSV Templates

HTML Templates

Excel Templates 97-2003

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

All Fields

- Account Code
- Account Type
- Attempt Number
- AVS Method
- AVS Result
- Batch Reference Code
- BillTo City
- BillTo Company Name
- 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
- Created Date
- Credit Card Processor

→

←

→

←

↑

↓

Fields to Export

- BillTo firstName
- BillTo LastName
- Total Amount
- Parcel #
- Authorization Code
- BillTo Email Address

TAB Templates

XML Templates

Various templates can be created in several different formats.



Monday, December 16, 2013

Logged in as: Hierarchy AdministratorHome | [Logout](#)

Transactions

Template Editor

Export

Templates



[Add](#)



[Search](#)



[Export](#)

<input type="checkbox"/> CSV Templates
<input type="checkbox"/> HTML Templates
<input type="checkbox"/> Excel Templates 97-2003
<input type="checkbox"/> TAB Templates
<input type="checkbox"/> XML Templates

NewView

Each template can be associated with a specific Merchant ID or all of them can utilize the same template to export information. When generating a report from a template, your office will also be able to include all departments or MIDs, or just one specific department by using the hierarchy previously mentioned.



Tuesday, December 17, 2013

Logged in as: Hierarchy AdministratorHome | Logout

Transactions

Add

Search

Export

Export Transactions
Export Templates

Template
 Ad-Hoc
 Acclivity®
 QuickBooks®

From: To:

Search By: Report:

Product: Format:

Template: Show Header

Type: Expand Line Items

Advanced Export Options

Fields

Hierarchy

MyHierarchy

- Merchant Name
- Merchant Dept A
 - Dept A - Internet Payments
 - Dept A - POS Payments
 - Dept A - MR Payments

- Transactions can be exported only for the assigned merchant ids
- User defined fields and line items cannot be exported for multiple merchants
- Merchant defined fields are labeled after the logged in merchant id.

Reporting

Clients

Knowledge Center

User Options

Merchant Options

Gateway Settings

Virtual Terminal

Part 4 – Auto Daily Email Reports

Using Forte's reporting system and the data export application, your office will be able to create a daily report that can be emailed to one or multiple recipients. The report(s) will separate payments by payment channel, by credit card, and by electronic check.

Example: If you are accepting utility payments, citations, and taxes, a report can be created for each payment type or one combined report for all payment types.



Monday, December 16, 2013

Logged in as: Hierarchy AdministratorHome | Logout

Transactions
Template Editor

Export
Templates

Add

Search

Export

Reporting

Clients

Knowledge Center

User Options

Merchant Options

Gateway Settings

+ CSV Templates

+ HTML Templates

- Excel Templates 97-2003

TEST Template

Name	Header	Description	Edit	Delete
AutoDaily	Show <input checked="" type="checkbox"/>	Web		

All Fields

Account #4
 Account Code
 Account Type
 allet ID
 Attempt Number
 AVS Method
 AVS Result
 Batch Reference Code
 BillTo City
 BillTo Company Name
 BillTo State
 BillTo Street Line 1
 BillTo Street Line 2
 Cardholder Name
 Check Number
 Citation #
 Client ID
 Consumer ID
 Credit Card Processor
 Customer Email

+

+

+

+

Up

Down

Fields to Export

Created Date
 Card Type
 BillTo FirstName
 BillTo LastName
 BillTo Telephone Number
 BillTo Email Address
 Authorization Code
 Total Amount
 Line Items
 BillTo Postal Code

+ TAB Templates

+ XML Templates

Once you select the fields that you want to export to the spreadsheet, save the template and build the next report.

Forte Payment Systems

The image below is a sample report that is generated by our system and emailed to your distribution list. This report would be delivered via email every morning to review the prior day's transactions. Each report will contain multiple tabs that will display the payment channel received (IVR, WEB, POS) or payment type (utilities, citations, park and recreation, etc.). Forte's auto daily reports provide detailed information of each transaction and separate the transactions by credit card and eCheck.

Auto Daily Detail Report

Received	Method	First Name	Last Name	Parcel #	Amount	Auth Code	Phone #	Email Address	* CODE												
Settlement Activity Log (Visa, MasterCard, Discover)																					
MERCHANT NAME DEPT A (123456)																					
Wednesday January 8, 2014																					
7:16:20 AM	VISA	John	Wayne	0319751	\$62.33	005167	419-555-1234	jwayne@gmail.com													
7:21:22 AM	MAST	Met	Gibson	0319747	\$293.09	276960	419-555-1235	mgibson@gmail.com													
7:48:31 AM	VISA	Susan	Serendon	5216567	\$1,600.99	04983C	419-555-1236	sserendon@gmail.com													
8:53:56 AM	MAST	John	Groce	0401474	\$466.22	K82OUL	419-555-1237	mgroce@gmail.com													
8:56:15 AM	MAST	Peri	Gilpin	0327691	\$383.46	844090	419-555-1238	pergilpin@hotmail.com													
10:26:31 AM	MAST	Lori	Loughlin	7804632	\$39.33	000080	419-555-1239	loughlin@yahoo.com													
11:31:23 AM	MAST	Bob	Seget	0856147	\$7.54	034871	419-555-1240	bob.seget@gmail.com													
1:34:10 PM	VISA	Drew	Barrymore	7904111	\$1,916.92	02343D	419-555-1241	dbarrymore@hotmail.com													
5:54:35 PM	MAST	Keith	Urban	0504051	\$200.00	815507	419-555-1242	kurban@gmail.com													
<table border="1"> <thead> <tr> <th>Method</th> <th>Quantity</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>VISA</td> <td>3</td> <td>\$3,580.24</td> </tr> <tr> <td>MAST</td> <td>6</td> <td>\$1,389.64</td> </tr> <tr> <td>TOTAL</td> <td>9</td> <td>\$4,969.88</td> </tr> </tbody> </table>										Method	Quantity	Amount	VISA	3	\$3,580.24	MAST	6	\$1,389.64	TOTAL	9	\$4,969.88
Method	Quantity	Amount																			
VISA	3	\$3,580.24																			
MAST	6	\$1,389.64																			
TOTAL	9	\$4,969.88																			
Settlement Activity Log (American Express)																					
MERCHANT NAME DEPT A (123456)																					
Wednesday January 8, 2014																					
7:10:02 AM	AMER	Kelly	Clarkson	022804	\$83.49	283135	419-555-4321	kelly.clarkson@gmail.com													
12:13:08 PM	AMER	George	Costanza	2000344	\$6,200.01	265397	419-555-4322	festivus@yahoo.com													
9:21:38 PM	AMER	Jerry	Seinfeld	3835193	\$2,308.65	280753	419-555-4323	comedian1@gmail.com													
<table border="1"> <thead> <tr> <th>Method</th> <th>Quantity</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>AMER</td> <td>3</td> <td>\$8,592.15</td> </tr> <tr> <td>TOTAL</td> <td>3</td> <td>\$8,592.15</td> </tr> </tbody> </table>										Method	Quantity	Amount	AMER	3	\$8,592.15	TOTAL	3	\$8,592.15			
Method	Quantity	Amount																			
AMER	3	\$8,592.15																			
TOTAL	3	\$8,592.15																			
Settlement Activity Log (E-Check)																					
MERCHANT NAME DEPT A (123456)																					
Wednesday January 8, 2014																					
5:31:01 AM	ECHK	Robin	Hood	2228784	\$273.17	46618549	419-754-3506	rotafish@hotmail.com	F S01												
8:51:58 AM	ECHK	Charles	Schultz	2285031	\$623.41	46825714	491-787-5998	chschoen@gmail.com	F S01												
1:30:17 PM	ECHK	Salma	Hayak	4425519	\$358.80	46877364	419-377-3136	salma@hotmail.com	F S01												
1:36:20 PM	ECHK	Joey	Volto	4425521	\$1,332.90	46877586	419-377-3136	nlmvo@gmail.com	F S01												
<table border="1"> <thead> <tr> <th>Method</th> <th>Quantity</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>ECHK</td> <td>4</td> <td>\$2,588.28</td> </tr> <tr> <td>TOTAL</td> <td>4</td> <td>\$2,588.28</td> </tr> </tbody> </table>										Method	Quantity	Amount	ECHK	4	\$2,588.28	TOTAL	4	\$2,588.28			
Method	Quantity	Amount																			
ECHK	4	\$2,588.28																			
TOTAL	4	\$2,588.28																			

Forte's auto daily report summary separates each department's transactions by card type and electronic check to provide make reconciliation quick and efficient.

Auto Daily Summary

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2	Settlement Summary Report for January 8, 2014														
3				Funding						CC Funding			E-Check		
4	Merchant Account	Action	Result	Visa	MasterCard	Discover	Amer Exp	E-Check	Total	V+M	V+M+D	V+M+D+A	Trans Amount		
5	139401 - MERCHANT NAME TAX WEB	Sale	Fund												
6															
7	139629 - MERCHANT NAME TAX IVR	Sale	Fund	\$80.50	-	-	-	-	\$80.50	\$80.50	\$80.50	\$80.50		-	
8															
9	142033 - MERCHANT NAME TAX POS	Sale	Fund	-	-	-	-	\$100.00	\$100.00	-	-	-		\$100.00	
10															
11	142034 - MERCHANT NAME PROBATION WEB	Sale	Fund	-	-	-	-	-	-	-	-	-		-	
12															
13	145698 - MERCHANT NAME PROBATION IVR	Sale	Fund	\$300.00	-	-	-	-	\$300.00	\$300.00	\$300.00	\$300.00		-	
14															
15	146400 - MERCHANT NAME PROBATION POS	Sale	Fund	-	-	-	\$10.00	-	\$10.00	-	-	\$10.00		-	
16															
17	146824 - MERCHANT NAME UTILITY WEB	Sale	Fund	-	-	-	-	-	-	-	-	-		-	
18															
19	150942 - MERCHANT NAME UTILITY IVR	Sale	Fund	\$115.00	-	-	-	-	\$115.00	\$115.00	\$115.00	\$115.00		-	
20															
21	153873 - MERCHANT NAME UTILITY POS	Sale	Fund	\$630.00	\$78.75	-	-	-	\$708.75	\$708.75	\$708.75	\$708.75		-	
22															
23	155412 - MERCHANT NAME CITATION WEB	Sale	Fund	\$75.00	-	-	-	-	\$75.00	\$75.00	\$75.00	\$75.00		-	
24															
25	155413 - MERCHANT NAME CITATION IVR	Sale	Fund	-	-	-	-	-	-	-	-	-		-	
26															
27			Grand Total	\$1,200.50	\$78.75	-	\$10.00	\$100.00	\$1,389.25	\$1,279.25	\$1,279.25	\$1,289.25		\$100.00	
28															

Part 5 – Main Reporting Page

Our main page is simple and user-friendly and contains links to every type of report your office could need. Reports of transactions that are occurring at the present time (Origination) or transactions that have been settled (Deposit) can be reviewed. Transaction details can also be viewed, which includes advanced reporting options. A summary of transactions by card type and electronic check are also available.

The first category of reports includes reports that can be used for reconciliation purposes. All payments shown on this report are successful transactions that have been submitted for settlement or have already settled to the designated bank account.



Monday, December 16, 2013

Logged in as: Hierarchy Administrator [Home](#) | [Logout](#)

Transactions	Deposit Reporting			
Reporting	 Summary	 Detail	 Service Fee Detail	 Service Fee Summary
 Origination	Virtual Terminal			
 Deposit				
 Returns				
 Verify				
 Scheduled				

Below is a sample "summary" report that shows all transactions for the month, separated by card type and by day.

Deposit Summary

December 1, 2013 to December 16, 2013

Overall Summary

Date	eChecks	MC/VISA	Amex	Discover	Other CC	Debit Card	Total Deposit
December 1, 2013	\$0.00	\$9,688.09	\$0.00	\$49.48	\$0.00	\$0.00	\$9,735.55
December 2, 2013	\$33,538.88	\$27,038.03	\$0.00	\$0.00	\$0.00	\$0.00	\$60,574.91
December 3, 2013	\$65,724.14	\$22,993.44	\$0.00	\$0.00	\$0.00	\$0.00	\$88,717.58
December 4, 2013	\$108,944.59	\$17,731.99	\$791.92	\$2,534.06	\$0.00	\$0.00	\$130,002.56
December 5, 2013	\$19,110.46	\$16,270.29	\$271.33	\$0.00	\$0.00	\$0.00	\$35,652.10
December 6, 2013	\$15,762.82	\$18,865.27	\$0.00	\$209.58	\$0.00	\$0.00	\$34,831.47
December 7, 2013	\$0.00	\$8,354.21	\$0.00	\$2,105.57	\$0.00	\$0.00	\$10,459.78
December 8, 2013	\$0.00	\$11,790.89	\$1,428.39	\$621.08	\$0.00	\$0.00	\$13,840.36
December 9, 2013	\$54,849.98	\$21,107.11	\$112.25	\$527.65	\$0.00	\$0.00	\$76,397.02
December 10, 2013	\$16,559.77	\$32,125.43	\$1,208.91	\$2,126.39	\$0.00	\$0.00	\$52,018.50
December 11, 2013	\$26,883.57	\$26,338.83	\$670.23	\$653.95	\$0.00	\$0.00	\$54,526.58
December 12, 2013	\$36,091.52	\$40,504.03	\$1,881.77	\$914.35	\$0.00	\$0.00	\$79,391.67
December 13, 2013	\$26,515.12	\$28,530.93	\$172.53	\$1,055.05	\$0.00	\$0.00	\$66,273.66
December 14, 2013	\$0.00	\$11,883.66	\$0.00	\$0.00	\$0.00	\$0.00	\$11,883.66
December 15, 2013	\$0.00	\$23,226.82	\$0.00	\$0.00	\$0.00	\$0.00	\$23,226.82
December 16, 2013	\$58,223.47	\$40,789.82	\$577.71	\$4,354.16	\$0.00	\$0.00	\$103,945.16
Grand Total	\$471,982.14	\$357,219.84	\$7,113.04	\$15,142.36	\$0.00	\$0.00	\$851,457.38

	eChecks	MC/VISA	Amex	Discover	Other CC	Debit Cards	Total Funded
Debit (Sales):	\$471,982.14	\$357,219.84	\$7,113.04	\$15,142.36	\$0.00	\$0.00	\$851,457.38
Credits (Refunds):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$471,982.14	\$357,219.84	\$7,113.04	\$15,142.36	\$0.00	\$0.00	\$851,457.38

	Attempt	Gross Qty	Attempted \$	Qty Funded	% Cleared	Funded Amount
Resubmitted	1	481	\$477,567	476	98.96%	\$471,982.14
eChecks	2	0	\$0	0	0.00%	\$0.00
	3	0	\$0	0	0.00%	\$0.00
Totals		481	\$477,566.80	476	98.96%	\$471,982.14

The other category commonly used is the "Origination" reporting feature. These reports can display all payment attempts and contain real time data. This will include successful and unsuccessful transactions.

Received Detail

October 1, 2013 to October 22, 2013

Details for Friday October 4, 2013

Merchant Name - Dept. A Internet (123456)										
Received	Customer Name	Transaction Info	Entered By	Trans Type	Attempt	Resp Code	Resp Description	Status	Amount	
07:22 AM	Arnold Svenson	AA-123440-12A1-1	WEB	CC Sale VISA	1	A01	APPROVED	settled	\$111.50	
10:36 AM	Deana Gunn	AE-123440-12A1-1	WEB	ACH DEBIT	1	A01	APPROVED	FUNDED	\$501.38	
11:33 AM	Peggy Alvard	AC-123440-12A1-1	WEB	CC Sale VISA	1	A01	APPROVED	settled	\$519.29	
03:08 PM	Gabriela Kysar	AD-123440-12A1-1	WEB	ACH DEBIT	1	A01	APPROVED	FUNDED	\$809.93	
Total for Merchant Name - Dept. A Internet (123456):										\$2,042.16

Merchant Name - Dept. A IVR (123456)										
Received	Customer Name	Transaction Info	Entered By	Trans Type	Attempt	Resp Code	Resp Description	Status	Amount	
08:34 AM	ACCOUNT-HOLDER (1234567890)	485369 PP	IVR	CC Sale VISA	1	A01	APPROVED	settled	\$454.63	
08:59 AM	ACCOUNT-HOLDER (1234567891)	573128 PP	IVR	CC Sale VISA	1	A01	APPROVED	settled	\$71.34	
01:07 PM	ACCOUNT-HOLDER (1234567892)	373024 PP	IVR	CC Sale VISA	1	U83	DECLINE	declined	\$267.82	
01:12 PM	ACCOUNT-HOLDER (1234567893)	24702603001037 RE	IVR	CC Sale MAST	1	A01	APPROVED	settled	\$972.60	
01:23 PM	ACCOUNT-HOLDER (1234567894)	038041 PP	IVR	CC Sale VISA	1	A01	APPROVED	settled	\$351.84	
Total for Merchant Name - Dept. A IVR (123456):										\$1,880.41

In addition to the reports offered, each report has its own set of advanced reporting options where the user can narrow down their search, separate or exclude credit card or eCheck transactions, display a specific transaction status, and more.

Exporting Reports to Different File Formats

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

XML file with report data
 CSV (comma delimited)
 PDF
 HTML (web archive)
 Excel
 TIFF file
 Word

Parameters Used:
 Show Merchant Sub Totals
 12/27/2013

Convenience Fee Detail Report

November 4 2013 to December 16 2013

for Monday November 4, 2013

Funded Credit Cards

Merchant Name - Dept. A Internet (123456)											
Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit Credit	Tran Amount	Conv Fee	Amount w/ Fees	Fund Amount	
11/4/2013	Arnaldo Swenson	AA-1234A0-12A1-1	WEB	209001756	MAST	D	\$258.91	\$0.00	\$258.91	\$258.91	
11/4/2013	Delana Gunn	AB-1234A0-12A1-1	WEB	209001756	VISA	D	\$724.00	\$0.00	\$724.00	\$724.00	
11/4/2013	Peggy Award	AC-1234A0-12A1-1	WEB	209001756	VISA	D	\$139.43	\$0.00	\$139.43	\$139.43	
11/4/2013	Gabriela Kysar	AD-1234A0-12A1-1	WEB	209001756	VISA	D	\$67.60	\$0.00	\$67.60	\$67.60	
11/4/2013	Malcom Wash	AE-1234A0-12A1-1	WEB	209001756	VISA	D	\$139.22	\$0.00	\$139.22	\$139.22	
11/4/2013	Stephani Tirrell	AF-1234A0-12A1-1	WEB	209001756	VISA	D	\$1,120.14	\$0.00	\$1,120.14	\$1,120.14	
11/4/2013	Jimmy Berquist	AG-1234A0-12A1-1	WEB	209001756	VISA	D	\$481.00	\$0.00	\$481.00	\$481.00	
Total for Merchant Name - Dept. A Internet (123456):							\$2,940.30	\$0.00	\$2,940.30	\$2,940.30	
Total Funded Credit Cards: \$2,940.30											

Totals for Monday, November 4, 2013

	eChecks	MC/VISA	Amex	Discover	Other CC	Total C.C.	Sub Total	Conv Fee	Total Funded
Debit (Sales):	\$0.00	\$2,940.30	\$0.00	\$0.00	\$0.00	\$2,940.30	\$2,940.30	\$0.00	\$2,940.30
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	\$2,940.30	\$0.00	\$0.00	\$0.00	\$2,940.30	\$2,940.30	\$0.00	\$2,940.30

Detail Report Example - Excel Format

In the below example, the detail of transactions for a specific time period are provided in Excel format. Credit card and electronic check activity is provided separately. If your office has multiple departments, all department reports can be generated and viewed at one time or individual department reports can be generated and viewed separately.

Details for Tuesday October 15, 2013

Funded Credit Cards

Merchant Name - Dept. A Internet (123456)										
Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit/Credit	Tran Amount	Card Fee	Amount w/Fees	Funded Amount
10/15/2013	Antonio Svenson	AA-123440-12A1:1	WEB	209001951	MAST	D	\$90.90	\$0.00	\$90.90	\$90.90
10/15/2013	Deleena Gunn	AB-123440-12A1:1	WEB	209001951	VISA	D	\$107.22	\$0.00	\$107.22	\$107.22
10/15/2013	Peggy Award	AC-123440-12A1:1	WEB	209001951	MAST	D	\$445.90	\$0.00	\$445.90	\$445.90
10/15/2013	Gabriela Nyman	AD-123440-12A1:1	WEB	209001951	VISA	D	\$419.51	\$0.00	\$419.51	\$419.51
10/15/2013	Malcolm Wash	AE-123440-12A1:1	WEB	209001951	VISA	D	\$1,670.33	\$0.00	\$1,670.33	\$1,670.33
Total for Merchant Name - Dept. A Internet (123456):							\$2,733.86	\$0.00	\$2,733.86	\$2,733.86

Merchant Name - Dept. A POS (123456)										
Orig Date	Customer Information	Transaction Info	Entered By	Batch ID	Method	Debit/Credit	Tran Amount	Card Fee	Amount w/Fees	Funded Amount
10/15/2013	Kyle Linderdahl	9980014	POS	209001952	VISA	D	\$1,039.48	\$0.00	\$1,039.48	\$1,039.48
10/15/2013	Cleta Gabor	124320311014007	POS	209001952	VISA	D	\$752.30	\$0.00	\$752.30	\$752.30
10/15/2013	Chaya Duren	9973524	POS	209001952	MAST	D	\$351.37	\$0.00	\$351.37	\$351.37
10/15/2013	Jan Etand	9973407	POS	209001952	MAST	D	\$544.23	\$0.00	\$544.23	\$544.23
10/15/2013	Jen Ruder	146092	POS	209001952	VISA	D	\$144.61	\$0.00	\$144.61	\$144.61
10/15/2013	Lera Saegge	9931126	POS	209001952	VISA	D	\$378.07	\$0.00	\$378.07	\$378.07
10/15/2013	Patty Dupre	487457	POS	209001952	VISA	D	\$235.62	\$0.00	\$235.62	\$235.62
Total for Merchant Name - Dept. A POS (123456):							\$2,445.68	\$0.00	\$2,445.68	\$2,445.68

Total Funded Credit Cards: \$5,179.54

Part 6 – Review Returned Transactions

Our reporting tool includes information regarding all returned eCheck items. Your office will be notified via email if an item is returned. The details regarding the returned item will be available immediately.

Document Map

- Return Detail
- 1/2/2014
- 1/3/2014
- 1/16/2014
- 1/23/2014
- 1/24/2014
- 1/27/2014

Multiple Merchants

Return Item Detail

January 1, 2014 to January 27, 2014

Details for Thursday, January 16, 2014

R03 - No Account

Merchant Name - Dept. A INTERNET (123456)							Debit
Orig Date	Customer Information	Entry / Item Description	Transaction Info	Method	Credit	# Tran Amount	Fund Amount
1/13/2014	Ben Schaffer		13TM044550 --	EFT	0	1 \$273.00	(\$273.00)
Total for Merchant Name - Dept. A INTERNET (123456):							(\$273.00)

Total R03 - No Account: (\$273.00)

R04 - Invalid Account Number

Merchant Name - Dept. A IVR (123456)							Debit
Orig Date	Customer Information	Entry / Item Description	Transaction Info	Method	Credit	# Tran Amount	Fund Amount
1/14/2014	Arnoldo Svenson		13TM033118 --	EFT	0	1 \$47.75	(\$47.75)
Total for Merchant Name - Dept. A IVR (123456):							(\$47.75)

Total R04 - Invalid Account Number: (\$47.75)

Totals for Thursday, January 16, 2014

Return Item Detail

January 7, 2014 to January 14, 2014

Overall Summary

Type	Quantity	Amount	Funded Amount	% of Rejects	Description
C00	0	#Error	\$0.00	0.00%	C00 Credit Card Chargeback
R01	0	\$0.00	\$0.00	0.00%	R01 - Insufficient Funds
R02	0	\$0.00	\$0.00	0.00%	R02 - Account Closed
R03	1	\$69.51	(\$69.51)	50.00%	R03 - No Account
R04	1	\$7.30	(\$7.30)	50.00%	R04 - Invalid Account Number
R07	0	\$0.00	\$0.00	0.00%	R07 - Auth Revoked
R08	0	\$0.00	\$0.00	0.00%	R08 - Payment Stopped
R09	0	\$0.00	\$0.00	0.00%	R09 - Uncollected Funds
R10	0	\$0.00	\$0.00	0.00%	R10 - Customer not Authorized
R24	0	\$0.00	\$0.00	0.00%	R24 - Duplicate Entry
R29	0	\$0.00	\$0.00	0.00%	R29 - Corporate Not Authorized
R *	0	\$0.00	\$0.00	0.00%	Other
U00	0	\$0.00	\$0.00	0.00%	U00 Credit Card Unchargeback
Totals	2	\$76.81	(\$76.81)		

Returned transaction email example:

From: emailbot@forte.net [mailto:emailbot@forte.net]
 Sent: Friday, October 10, 2014 11:40 AM
 To: janeSmith@abccounty.com; johnSmith@abccounty.com
 Subject: Returned Transaction Notification

 NOTE: This e-mail was sent from an unattended mailbox, so please do not reply to it. You can find our contact information at the end of this e-mail.

Forte Payment Systems
 Returned Transaction Summary Notification

Effective Date: OCT 10, 2014
 Merchant ID: 123456 - ABC COUNTY TAX RECURRING

QTY	Reject Amount	Funding Adjust	Reject Reason
1	\$1,275.75 CIT	\$0.00	R04 - Invalid Account Number
=====			
1	\$1,275.75	\$0.00	

To get the details of these return items, simply login to the Virtual Terminal and pull a returned items report for the merchant and effective date specified above.

 If the information in this e-mail is incorrect, please contact customer service immediately at: 866.290.5400 Opt.1 or e-mail them at: customerservice@forte.net. To edit your e-mail preferences, go to: www.forte.net.

Part 7 – Searching for a Specific Transaction

In addition to the robust reporting available, we also provide 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.



Monday, December 16, 2013 Logged in as: Rolando Admin [Home](#) | [Logout](#)

Transactions **Search Transactions**

Add

Search

Export

Report: All Merchant: Merchant Name Dept 4-Internet

From: 12/09/2013 To: 12/16/2013

Selection: First Name Value: And

- First Name
- Company Name
- Entered By
- Last 4
- Consumer ID
- Order ID
- Amt wFees
- Convenience Fee Principal

NewVT

Part 8 – 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.



Monday, December 16, 2013

Logged In as: Hierarchy Administrator [Home](#) | [Logout](#)

Transactions	Transaction Details	Back to Search Results														
	Authorization Form															
 Add  Search  Export	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Bill To Last/First Name:Test/Joel Company Name:N/A Address:123 any St. City/State/Postal Code:Torrington WY 82240 Phone:866-290-5400 Email Address:Me@me.com Consumer ID:N/A </td> <td style="width: 50%; padding: 5px;"> Ship To Last/First Name:N/A Company Name:N/A Address:N/A N/A City/State/Postal Code:N/A </td> </tr> <tr> <td style="padding: 5px;"> Order Parcel/Account # :P12345645-2014 allet ID :N/A Data label 1 :N/A Account #4 :N/A Data label 3 :N/A Data label 4 :N/A </td> <td style="padding: 5px;"> Payment Credit Card #:*****1111 Card Type:VISA Amount:\$ 100.00 Service Fee:\$ 2.95 Sales Tax:\$ 0.00 Proc Card:no Total Amount:\$ 102.95 Date:12/16/2013 3:31 PM PDT Entered By:GCfNtaPrgo </td> </tr> </table>	Bill To Last/First Name:Test/Joel Company Name:N/A Address:123 any St. City/State/Postal Code:Torrington WY 82240 Phone:866-290-5400 Email Address:Me@me.com Consumer ID:N/A	Ship To Last/First Name:N/A Company Name:N/A Address:N/A N/A City/State/Postal Code:N/A	Order Parcel/Account # :P12345645-2014 allet ID :N/A Data label 1 :N/A Account #4 :N/A Data label 3 :N/A Data label 4 :N/A	Payment Credit Card #:*****1111 Card Type:VISA Amount:\$ 100.00 Service Fee:\$ 2.95 Sales Tax:\$ 0.00 Proc Card:no Total Amount:\$ 102.95 Date:12/16/2013 3:31 PM PDT Entered By:GCfNtaPrgo											
Bill To Last/First Name:Test/Joel Company Name:N/A Address:123 any St. City/State/Postal Code:Torrington WY 82240 Phone:866-290-5400 Email Address:Me@me.com Consumer ID:N/A	Ship To Last/First Name:N/A Company Name:N/A Address:N/A N/A City/State/Postal Code:N/A															
Order Parcel/Account # :P12345645-2014 allet ID :N/A Data label 1 :N/A Account #4 :N/A Data label 3 :N/A Data label 4 :N/A	Payment Credit Card #:*****1111 Card Type:VISA Amount:\$ 100.00 Service Fee:\$ 2.95 Sales Tax:\$ 0.00 Proc Card:no Total Amount:\$ 102.95 Date:12/16/2013 3:31 PM PDT Entered By:GCfNtaPrgo															
	Transaction Details															
Reporting Clients Knowledge Center User Options Merchant Options Gateway Settings	Detail <table style="width: 100%;"> <tr> <td>Transaction ID:d6da3f08-7f6e-4009-b689-e35795275e58</td> <td>Response Type:A</td> </tr> <tr> <td>Status:ready</td> <td>Response Code:A01</td> </tr> <tr> <td>Transaction Type:CC Sale(10)</td> <td>Verify Result:N/A</td> </tr> <tr> <td>Response Description:TEST APPROVAL</td> <td>Auth Code:123456</td> </tr> <tr> <td>Ip Address:50.161.183.4</td> <td>Settlement Result:N/A</td> </tr> <tr> <td>Source:SWPv2.0</td> <td></td> </tr> <tr> <td>Settlement Date:12:00:00 AM</td> <td></td> </tr> </table>		Transaction ID:d6da3f08-7f6e-4009-b689-e35795275e58	Response Type:A	Status:ready	Response Code:A01	Transaction Type:CC Sale(10)	Verify Result:N/A	Response Description:TEST APPROVAL	Auth Code:123456	Ip Address:50.161.183.4	Settlement Result:N/A	Source:SWPv2.0		Settlement Date:12:00:00 AM	
Transaction ID:d6da3f08-7f6e-4009-b689-e35795275e58	Response Type:A															
Status:ready	Response Code:A01															
Transaction Type:CC Sale(10)	Verify Result:N/A															
Response Description:TEST APPROVAL	Auth Code:123456															
Ip Address:50.161.183.4	Settlement Result:N/A															
Source:SWPv2.0																
Settlement Date:12:00:00 AM																
	AVS Results															
	None															
<table style="margin: auto;"> <tr> <td>New</td> <td>Void</td> <td>Resubmit</td> <td>Reverse</td> <td>Capture</td> </tr> </table>			New	Void	Resubmit	Reverse	Capture									
New	Void	Resubmit	Reverse	Capture												
Virtual Terminal																

Attachment C – Certificate of Insurance & Registration to
do Business in MO

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (972) 737-6200 USI Insurance Services National, Inc. 5151 Belt Line Road, Suite 200 Dallas, TX 75254	CONTACT NAME: CertRequestTX@usi.com PHONE (A/C, No, Ext): 972.737.6200 E-MAIL ADDRESS: CertRequestTX@usi.com	FAX (A/C, No): 610.537.2046
	INSURER(S) AFFORDING COVERAGE	
INSURED Forte Payment Systems, Inc. 500 W Bethany Drive Suite 200 Allen, TX 75013	INSURER A: Valley Forge Insurance Company	NAIC # 20508
	INSURER B: Continental Casualty Company	NAIC # 20443
	INSURER C: Hartford Insurance Co. of the Midwest	NAIC # 37478
	INSURER D: AXIS Insurance Company	NAIC # 37273
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12818337 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B 6019949650	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B 6019949650	03/15/2018	03/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			B 6045782651	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	46 WEC AO5068	03/15/2018	03/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability/E&O			P-001-000022434-01	03/15/2018	03/15/2019	5,000,000 Each Wrongful Act \$500,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Forte Payment Systems, Inc. 500 W Bethany Drive, Suite 200 Allen, TX 75013-3730	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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John R. Ashcroft
 Secretary of State
 State of Missouri

ORDER SUMMARY

September 12, 2017

Order No: 11358809

Order Date: 09/12/2017 03:00 PM

Primary Filer: FORTE PAYMENT SYSTEMS INC
 500 W BETHANY DRIVE SUITE 200
 ALLEN TX 750133730

TOTAL DUE: \$0.00

Product Description	Ship Via	Qty	Pgs	Unit	Extended	Amt Due
Annual Registration Report Online (F)	Email	1	0	\$20.00	\$20.00	\$0.00

Regarding Entity: FORTE PAYMENT SYSTEMS, INC.
 Item No: ORI-09122017-2231

Convenience Fee				\$1.25	\$1.25	\$0.00
-----------------	--	--	--	--------	--------	--------

Order Total: \$21.25 \$0.00

Payer	Type	Method	Reference	Amount
Forte Payment Systems, Inc.	Payment	Credit Card	1020 / Y253014Y	\$20.00
	Payment	Convenience Fees Collected by Payment Processor	1020	\$1.25

Total Payments: \$21.25

Convenience fees are not assessed, collected or retained by the state.
 Any questions about your order? Please visit www.sos.mo.gov/business or call toll free (866) 223-6535.

John R. Ashcroft Secretary of State
 2017 ANNUAL REGISTRATION REPORT
 BUSINESS

F01151612
Date Filed: 9/12/2017
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 9/30/2017

F01151612
FORTE PAYMENT SYSTEMS, INC.
INCorp SERVICES, INC.
2847 S. INGRAM MILL ROAD SUITE A-100
SPRINGFIELD MO 65804

RENEWAL MONTH:
JUNE

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

500 W Bethany Drive (Required)

1 Suite 200

STREET
 Allen TX 75013-3730

CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS		BOARD OF DIRECTORS	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW	
A		B	
PRESIDENT	Thorness, Jeff 500 W Bethany Drive Suite 200 Allen TX 75013-3730	NAME	Thorness, Jeff 500 W Bethany Drive Suite 200 Allen TX 75013-3730
STREET		STREET	
CITY/STATE/ZIP		CITY/STATE/ZIP	
SECRETARY	Thorness, Jeff 500 W Bethany Drive Suite 200 Allen TX 75013-3730	NAME	
STREET		STREET	
CITY/STATE/ZIP		CITY/STATE/ZIP	
STREET		STREET	
CITY/STATE/ZIP		CITY/STATE/ZIP	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 576.060 RSMo. Photocopy or stamped signature not acceptable. *

4 **Authorized party or officer sign here** Jeff Thorness (Required)

Please print name and title of signer: Jeff Thorness / President

NAME TITLE

REGISTRATION REPORT FEE IS:
 ___ \$20.00 If filed on or before 9/30/2017
 ___ \$35.00 If filed on or before 10/31/2017
 ___ \$50.00 If filed on or before 11/30/2017
 ___ \$65.00 If filed on or before 12/31/2017
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): jeff.kump@forte.net



BOONE COUNTY, MISSOURI

Request for Proposal #: 28-07JUN18 – *Electronic Payment Processing*

ADDENDUM #1 - Issued June 1, 2018

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's *Response Form*.

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

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

1. Does the current e-payment vendor provide the IVR system?

Response: Yes. The County transmits the property tax payment information via secure transfers throughout the day to our current vendor.

2. If "yes" to the above question, is the County looking to be invoiced monthly for the cost of the IVR system, or is the County looking to be offered an "all in" convenience fee rate so the IVR system is provided at no cost to the County?

Response: IVR system is to be provided at no cost to the County. All convenience/processing fees are to be paid by the taxpayer at the time of the transaction.

3. When is the County's target to be live with a new provider? Is a go-live based on current contract expiration?

Response: Current contract is renewing month to month until we give a 30-day cancellation notice. We anticipate awarding a new contract by August 2018 and implementing by September 1.

4. What documentation should a corporation provide to satisfy the "Certification of Individual Bidder" form?

Response: If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder* instead of the *Work Authorization Certification*. 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*.

5. How many \$1.00 duplicate receipt transactions occur annually?

Response: 6,480 duplicate receipts were issued for fiscal year ending February 28, 2018.

6. Can you provide the weighting for the evaluation criteria?

- Response:**
- a. **Method of Performance – 30%**
 - b. **Experience/Expertise of Contractor – 20%**
 - c. **Cost to both the County and taxpayers of Boone County, Missouri – 50%**

7. From a formatting perspective, the RFP states to structure the proposal into evaluation criteria sections (Method of Performance, Experience/Expertise of the Contractor, Cost to both the County and taxpayers of Boone County). Is there a specific section you want responses to section 2.2 Contractor Requirements? Do you want certain sections in different sections, or just the section we feel is most appropriate for that material?

Response: Offer's proposal response shall address and respond to section 2.2 Contractor Requirements and address each paragraph in this section, followed by section 2.3 Additional Information. Then complete the Response Form, Work Authorization Certification (or Certification of Individual Bidder with Affidavit), Debarment Certification, and Public-Sector Experience.

By submitting a proposal response with the above included, the County will be able to determine your proposed Method of Performance, Experience/Expertise of Contractor and Cost to both the county and taxpayers of Boone County.

8. Are you looking for all customer payment card and banking data to be on the contractor's secure screens or Boone County's screens?

Response: Property tax information and bill selection will occur on the County's website. Currently, data is transferred to the vendor's secure site to complete the processing of payments.

9. What do you like about your current payment processing services?

Response: We have no issues with our current provider's process and service.

10. Is there anything you dislike about your current payment processing services?

Response: We have no issues with our current provider's process and service.

11. Are there any additional services not currently provided that you would like to have in the future?

Response: Our Resource Management Department would like the ability with the reports function to run a report and close a batch so that if our deposit is completed by 3:00 p.m., and someone comes in and uses a card to pay after that, we do not have to redo the deposit.

12. The RFP included the annual volume by payment type for the past two years for each entity. Could you please provide the monthly volume by payment type for the past two years for the Boone County Collector only?

Response: See Excel spreadsheet posted on our web page with Addendum #1 Attachment at www.showmeboone.com / Purchasing / Current Bids / 28-07JUN18

13. Can you provide the merchant statements for December and January?

Response: We are set-up as a convenience fee model, so there is no billing and no merchant statements.

14. Can you provide the RFP in Word?

Response: Yes, email your request to: MBobbitt@boonecountymo.org

15. In section 2.2.2 *Scope of Work and Services Requested*, letter A states: "Provide internet payment processing; integrate credit card/debit and e-check processing with the existing payment processing on Collector's website."

Will the County please clarify if the respondent will be integrating with the current payment processor via the Collector's website, and if so, describe the integration required.

Response: Property tax information and bill selection will occur on the County's website. Once the taxpayer selects bills to pay and payment type, the billing data is transferred to the vendor's secure site to complete the processing of payments. Respondent will be integrating with the County's website and facilitating the necessary data transfers with the County's Information Technology Department to complete the payments. No payment information (card or bank information) is entered on the County's website.

16. What is the current process of providing credit card information by USPS mail? Is the County interested in securing the process by utilizing a digital wallet or a recurring payment subscription option for the users?

Response: Tax statements mailed by the County contain a section for taxpayers to fill in card information and signature agreeing to the charge and any processing fee. These payments are currently processed through the existing card processing terminals.

County currently has the ability to set up recurring, monthly payments for taxpayers.

17. Does the County hold the expectation of the respondent to provide a lockbox option for mailed payments?

Response: No.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #1** to Request for Proposal # *26-07JUN18 – Electronic Payment Processing*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

2016-2017		March		April		May		June		July		August		September		October		November		December		January		February		Total				
Type payment	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid														
Credit Card - In Person	652	\$112,960.58	446	\$81,772.26	305	\$55,930.01	334	\$61,662.37	291	\$52,819.63	307	\$62,219.20	266	\$59,867.28	214	\$41,295.76	450	\$79,580.12	1034	\$364,685.30	586	\$114,901.48	735	\$135,680.13	5620	\$1,223,374.12				
Credit Card - Mail	21	\$2,823.64	15	\$2,493.27	16	\$3,841.16	28	\$6,270.90	14	\$4,637.49	10	\$731.62	10	\$2,511.88	7	\$803.66	121	\$73,731.58	283	\$214,587.40	269	\$181,147.50	51	\$8,856.92	845	\$502,437.02				
Credit Card - IVR	88	\$15,594.69	46	\$8,235.77	22	\$4,739.62	26	\$6,817.23	13	\$3,199.43	23	\$6,370.38	27	\$4,572.43	18	\$5,272.35	64	\$21,486.29	201	\$92,116.38	227	\$60,506.17	95	\$19,278.96	850	\$248,189.70				
Credit Card - Online	507	\$112,552.53	301	\$81,449.92	197	\$48,720.56	192	\$43,529.33	158	\$41,288.30	134	\$30,041.28	116	\$27,618.70	73	\$16,773.01	825	\$215,397.30	2203	\$747,621.31	1970	\$698,184.59	721	\$209,080.64	7397	\$2,272,257.47				
E-Check - IVR	25	\$12,143.88	8	\$5,096.05	9	\$5,603.97	3	\$431.90	1	\$2,500.47	2	\$566.39	2	\$138.67	1	\$484.90	11	\$6,503.89	42	\$19,473.20	34	\$15,755.06	20	\$7,675.22	158	\$76,373.60				
E-Check - Online	209	\$103,257.85	141	\$93,416.02	70	\$37,807.38	65	\$34,848.98	41	\$18,148.21	51	\$19,056.70	45	\$19,564.81	29	\$11,363.71	531	\$574,391.44	1986	\$2,042,492.04	1281	\$1,045,352.65	332	\$183,948.84	4781	\$4,183,648.63				
Totals	1502	\$359,333.17	957	\$272,463.29	619	\$156,642.70	648	\$153,560.71	518	\$122,593.53	527	\$118,985.57	466	\$114,273.77	342	\$75,993.39	2002	\$971,090.62	5749	\$3,480,975.63	4367	\$2,115,847.45	1954	\$564,520.71	19651	\$8,506,280.54				

2017-2018		March		April		May		June		July		August		September		October		November		December		January		February		Total				
Type payment	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid	# BRs	Total Paid																		
Credit Card - In Person	784	\$158,462.04	475	\$96,935.00	446	\$82,771.29	418	\$83,338.40	387	\$86,196.04	365	\$74,163.79	308	\$57,127.60	255	\$50,200.75	539	\$133,023.81	1235	\$488,476.00	799	\$176,859.04	774	\$153,967.33	6785	\$1,643,521.09				
Credit Card - Mail	34	\$5,375.86	30	\$4,732.15	25	\$2,624.71	25	\$4,619.80	19	\$2,654.52	24	\$4,928.90	10	\$1,650.99	8	\$1,686.81	128	\$87,423.48	277	\$207,078.30	224	\$184,836.22	40	\$10,033.06	844	\$517,644.80				
Credit Card - IVR	107	\$31,702.62	48	\$9,934.05	28	\$4,327.86	33	\$5,893.36	27	\$6,914.99	19	\$6,560.04	32	\$7,092.33	20	\$6,185.24	84	\$21,337.19	184	\$60,118.91	246	\$64,250.42	96	\$23,393.59	924	\$247,710.60				
Credit Card - Online	562	\$135,721.17	274	\$81,090.53	172	\$49,454.93	185	\$44,150.87	158	\$41,524.69	140	\$37,509.36	150	\$48,032.49	95	\$25,227.14	938	\$269,246.63	2275	\$849,590.53	2298	\$831,594.67	697	\$188,229.07	7944	\$2,601,372.08				
E-Check - IVR	10	\$4,395.77	5	\$2,226.14	8	\$9,765.21	3	\$1,605.84	3	\$1,206.48	7	\$1,202.51	2	\$1,767.53	1	\$584.80	11	\$7,672.95	24	\$10,042.30	40	\$19,012.47	15	\$7,650.44	129	\$66,932.44				
E-Check - Online	233	\$141,109.84	152	\$147,395.55	58	\$37,391.56	59	\$27,184.70	50	\$19,562.65	50	\$114,960.11	35	\$23,956.14	40	\$28,571.83	755	\$726,061.78	2425	\$2,971,010.94	1735	\$1,369,796.16	472	\$239,765.48	6064	\$5,846,766.74				
Totals	1730	\$476,767.30	984	\$344,313.42	737	\$186,335.56	723	\$166,792.97	644	\$158,059.37	605	\$239,324.71	537	\$139,627.08	419	\$112,456.57	2455	\$1,244,765.84	6420	\$4,586,316.98	5342	\$2,646,348.98	2094	\$622,838.97	22690	\$10,923,947.75				

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
ELECTRONIC PAYMENT PROCESSING
(CREDIT CARD, DEBIT CARD, AND E-CHECK)
FOR BOONE COUNTY OFFICES**

**RFP #28-07JUN18
Release Date: May 4, 2018**

**Submittal Deadline:
June 7, 2018
not later than 2:30 p.m. Central Time**

**Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
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 #: 28-07JUN18 – Electronic Payment Processing (Credit Card, Debit Card and E-Check) for Boone County Offices

Sealed proposals will be accepted until **2:30 p.m. on Thursday, June 7, 2018** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened shortly after 2:30 p.m. on Thursday, June 7, 2018** in the Boone County Annex Building, Conference Room, 613 E. Ash 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/Purchasing>.

Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

Insertion: Sunday, May 6, 2018
COLUMBIA MISSOURIAN



1. INTRODUCTION AND GENERAL INFORMATION

1.2. Introduction:

- 1.2.1. This document constitutes a request for competitive, sealed proposals for the furnishing of **Electronic Payment Processing (Credit Card, Debit Card and e-Check) for the Boone County Collector of Revenue, Boone County Recorder of Deeds and Boone County Resource Management Department** as set forth herein.
- 1.2.2. **Description:** Boone County – Missouri (hereafter County) is requesting proposals for the purpose of retaining a credit card/debit card merchant, e-check (ACH) merchant and gateway firm to act as the payment processing and approval firm necessary for the day-to-day operations of the County offices of Collector, Recorder and Resource Management.
- 1.2.3. **Purpose:** The purpose of this credit card/debit card and e-check payment processing RFP is to acquire professional services that will offer payment options for citizens in County offices. The County seeks a convenience fee model (no cost to the County) with our main goal of obtaining the lowest possible rate that taxpayers will be charged to use cards and e-checks. The County will also be evaluating how the proposed vendor's platform integrates with our business rules.
- Collector office** - providing the ability for citizens of Boone County to pay their tax bills electronically (over the telephone, on-line, in-person, or USPS mail).
- Recorder's office** – providing the ability for citizens to pay for copies of records, real estate recordings, marriage licenses and other documents (over the telephone, on-line, in-person, or USPS mail).
- Resource Management Department** - providing the ability for citizens to pay for building permits, plat fees, plan reviews and other fees (in-person).
- 1.2.4. It is the County's intent to award a contract for the **initial period of date of award through August 31, 2019**. The contract will have **five (5) additional one-year renewal options**. Renewal options will be subject to contract performance, technological advancements, etc.
- 1.2.5. Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information

- 2) Scope of Services
- 3) Instructions and General Conditions
- 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. SCOPE OF SERVICES

2.1. Background:

2.1.1. Boone County is situated in central Missouri and is dissected by Interstate 70 and US Highway 63. The County has a population of approximately 176,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 121,000, the City of Columbia serves as County seat.

2.1.2. **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.

The Collector's office currently uses six (6) VeriFone VX 520 credit card terminals for processing in-person and USPS mail payments in the office; and, two (2) MagTek Dynamag card swipe readers for processing payments at satellite offices.

Although devices may change, the Collector will require same number of terminals and readers at the beginning of contract. All necessary hardware and software (including upgrades) shall be provided at no cost to the Collector's office. All hardware will be returned to the vendor at the completion of the contract.

The Collector's office currently accepts Visa, MasterCard, Discover and American Express cards. It is expected that the same card types will be accepted by the Collector's office under a new contract.

Two years of historical background usage information for the Collector's office is attached as Exhibit B.

2.1.3. **The Boone County Recorder of Deeds** is the elected official mandated to provide a timely and efficient process for public users to record documents and to preserve them for historical retrieval and legal review. The Recorder of Deeds is also the authorized agent for the state of Missouri to issue Marriage Licenses.

The Recorder of Deeds office currently uses three (3) VeriFone VX 520 credit card terminals for processing in-person and USPS mail requests in the office.

We also have the 'Virtual Terminal' that is used from the website <https://vt.paymentsgateway.net/login>. This allows us to enter payments if the credit card machines are down or all are in use; search for previous payments; void or delete payments, etc. Offeror must provide this option.

Although devices may change, Recorder of Deeds will require the same number of terminals and readers at the beginning of contract. All necessary hardware and software (including upgrades) will be provided at no cost to the Recorder's office. All hardware will be returned to the vendor at the completion of the contract.

The Recorder's office currently accepts Visa, MasterCard, Discover and American Express cards. It is expected that the same card types will be accepted by the Recorder's office under a new contract.

Two years of historical background usage information for the Recorder is included as Exhibit C.

2.1.4. **Resource Management Department** provides professional assistance to the citizens of Boone County in the areas of land use planning, construction inspection (both structural and road), roadway infrastructure improvement, Stormwater management, and engineering. Divided into three divisions comprising of Planning Services, Inspection Services, and Engineering Services, the department is responsible for implementing zoning regulations, Stormwater regulations, building codes and road construction standards.

The Resource Management office currently uses one (1) VeriFone VX 520 credit card terminal for processing in-person.

Although devices may change, Resource Management will require the same number of terminals and readers at the beginning of contract. All necessary hardware and software (including upgrades) will be provided at no cost to the Resource Management office. All hardware will be returned to the vendor at the completion of the contract.

The Resource Management office currently accepts Visa, MasterCard, Discover and American Express cards. It is expected that the same card types will be accepted by the Resource Management office under a new contract.

Two years of historical background usage information for the Resource Management Department is included as Exhibit D.

2.1.5. **Current Contractor:** The County entered into a contract with Forte Payment Systems, Inc. on September 27, 2011 following contract award from a Request for Proposal. The current fees are:

Credit/Debit card Convenience Fee:	2.5%, minimum fee of \$1.50
E-check Fee:	\$1.50 flat

No additional pricing for the setup, or any annual or monthly costs.

2.2. Contractor Requirements:

2.2.1. General Requirements for Consideration/Selection

The General qualifications required of the prospective credit card/debit card merchant, e-check (ACH) merchant and gateway firm 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. 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. Provide the number of customers you are providing payment processing and gateway processing.
- D. Provide the minimum amount of coverage in errors and omissions insurance or professional liability insurance you and your firm currently hold.

2.2.2. Scope of Work and Services Requested

The following services should be provided:

- A. Provide internet payment processing; integrate credit card/debit and e-check processing with the existing payment processing on Collector's website.
- B. Provide automated and secure file transfer of the previous days' transactions.
- C. Provide payment processing and gateway services for e-checks or ACH.
- D. Provide statements detailing payment activity.
- E. Provide statements detailing charges to each using office.
- F. Provide strategies to reduce fees, when applicable.
- G. Provide hardware and software upgrades to the offices, when applicable.

H. Provide customer service and problem resolution on hardware, software, and on transactions requiring intervention.

I. Provide customer service and problem resolution to Boone County taxpayers, including assistance with processing tax payments.

J. Set up each office with separate merchant numbers.

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

- A. On-line by credit cards, debit cards, and e-checks
- B. By phone with IVR by credit cards, debit cards, and e-checks
- C. USPS mail by credit cards and debit cards
- D. In person by credit cards and debit cards

2.2.4. Payment through On-line and IVR

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

2.2.5. Payment through USPS mail

- A. Collector and Recorder may process through card processing terminals and/or on-line method

2.2.6. Payment In-person

- A. Collector, Recorder and Resource Management may process through card processing terminals and/or on-line method

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

2.3.1. Organization

- A. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.
- B. Describe experience of the firm in providing merchant and gateway services to the public sector.
- C. 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. Please list any Missouri counties to which you currently provide services. *Exhibit A – Prior Experience* may be used.

- D. How many on-line credit card/debit card and e-check 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?
- E. Describe the type and amount of insurance coverage the firm maintains with respect to credit card and e-check activities.

2.3.2. Personnel

- A. 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.
- B. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

2.3.3. Reporting Capabilities

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

2.3.4. Other Considerations

- A. Describe any assistance the firm would provide in the set-up process.
- B. Describe the training and education services that would be provided to staff.
- C. 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/debit card payment
 - an e-check
- D. Provide a schedule of when funds will be deposited into County's accounts once a transaction has been completed for each payment type – credit card, debit card, or e-check. And, describe how funds will be identified in County's Accounts.
- E. Describe any online websites to assist County offices with tracking real-time payment information, voids, credits, reporting, payment transaction processing, etc.
- F. Describe how transactions will be identified in taxpayers' accounts. Will there be one transaction that includes the processing fee? Or, will there be a separate

transaction for the tax/permit/license, and a separate transaction for the processing fee?

- G. Describe the equipment that will be provided to the County to process in-person and USPS mail credit/debit card payments.
- H. Identify all timelines for incorporating Merchant Services and Gateway Services into an IVR and IWR.
- I. Identify any interfaces or other programming requirements for incorporating Merchant Services and Gateway Services into an IVR and IWR, along with costs.
- J. Provide a schedule of available customer service hours for both County offices and Boone County taxpayers (if different).

2.3.5. Other Information

- A. Provide proof of state registration.
- B. Provide verification of PCI compliance.
- C. Shipping of any Equipment / Supplies: **FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- D. Lower Price Guarantee: Should the equipment / supplies be offered at a lower price



3. INSTRUCTIONS AND GENERAL CONDITIONS

3.1 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.

3.2 Proposal Closing: All proposals shall be **delivered before 2:30 P.M., Central Time.,** on Thursday, June 7, 2018 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPO, CPPB
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

3.2.1. The County will not accept any proposals received after 2:30 P.M. and shall return such late proposals to the Offeror.

3.3 Seal Proposals Required: 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." No fax or electronic transmitted proposal responses will be accepted.

3.4 Copies: Offerors must submit one (1) original and two (2) copies of the proposal (total of three), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

3.5 Proposal Opening: Proposal responses will be opened publicly shortly after 2:30 P.M. on June 7, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

3.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda***

if the vendor has not been added to the official Vendor list for this Request for Proposal.

- 3.7 Guideline for Written Questions:** *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., May 31, 2018* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

- 3.8 RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

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

- 3.9.1. 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.
- 3.9.2. 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.
- 3.9.3. 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.
- 3.9.4. 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.

3.10 Rejection of Proposals:

3.10.1 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.

3.11 Acceptance of Proposals:

3.11.1 The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

3.12 Requests for Clarification of Proposals:

3.12.1 Requests by the Purchasing Department for clarification of proposals will be in writing.

3.13 Validity of Proposals:

3.13.1 Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

3.14 Withdrawal of Proposals:

3.14.1 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:

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.

3.15 **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.



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 must submit one (1) original and two (2) copies of the proposal (total of three), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPO, XPPO
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

b. The proposals must be delivered no later than 2:30 p.m. on June 7, 2018. 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 to both the County and taxpayers of Boone County, Missouri

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.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the taxpayers of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

5.1. FEES

- a) Provide the fee schedule that would apply to this account. The processing fees below will be charged and paid by the taxpayers at the time of payment:

Credit Card Convenience Fee: _____%, minimum fee of \$ _____
Debit Card Convenience Fee: _____%, minimum fee of \$ _____

E-Check Fee: \$ _____

Describe other Fees:

b) The Collector's office provides duplicate property tax receipts to taxpayers. There is a fee of \$1.00 to issue a duplicate receipt. Requests are made by taxpayers to use a credit/debit card for this fee. Provide the processing fee, if any, that would be charged to a taxpayer for \$1.00 transaction: ___%, minimum fee of \$ _____

c) Identify any and all expenses, fees and discounts related to the following that would be charged to the County. (If no fee, state 0).

- Visa credit card: _____
- Master Card credit card: _____
- American Express: _____
- Discover: _____
- 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): _____

d) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

e) 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.

f) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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 and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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 - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

EXHIBIT A

PUBLIC SECTOR EXPERIENCE

Please provide a minimum of three customers currently using your service. Please provide at least one Missouri County to which you provide services. 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):

EXHIBIT B**Background Usage Information for Boone County Collector**

March 2016 - February 2017			
Type payment	# Bills	Total Paid	Average
Credit Card - In Person	5620	\$1,223,374.12	\$217.68
Credit Card - Mail	845	\$502,437.02	\$594.60
Credit Card - IVR	850	\$248,189.70	\$291.99
Credit Card - Online	7397	\$2,272,257.47	\$307.19
E-Check - IVR	158	\$76,373.60	\$483.38
E-Check - Online	4781	\$4,183,648.63	\$875.06
Totals	19651	\$8,506,280.54	

March 2017 - February 2018			
Type payment	# Bills	Total Paid	Average
Credit Card - In Person	6785	\$1,643,521.09	\$242.23
Credit Card - Mail	844	\$517,644.80	\$613.32
Credit Card - IVR	924	\$247,710.60	\$268.09
Credit Card - Online	7944	\$2,601,372.08	\$327.46
E-Check - IVR	129	\$66,932.44	\$518.86
E-Check - Online	6064	\$5,846,766.74	\$964.18
Totals	22690	\$10,923,947.75	

EXHIBIT C

Background Usage Information for Boone County Recorder of Deeds

May 1, 2016 – April 30, 2017			
Type payment	#Transactions	Total Paid	Average
Credit Card – In Person, Mail, Online, by phone	1678	\$47,956.30	\$28.58

May 1, 2017– April 30, 2018			
Type payment	#Transactions	Total Paid	Average
Credit Card – In Person, Mail, Online, by phone	1727	\$49,061.80	\$28.41

EXHIBIT D

**Background Usage Information for Boone County Resource
Management**

May 1, 2016 – April 2017			
Type Payment	# of Transactions	Total Amount	Average
Credit Card - In Person	180	\$34,937.82	\$194.10

May 1, 2017 – April 2018			
Type Payment	# of Transactions	Total Amount	Average
Credit Card - In Person	190	\$34,173.82	\$179.86

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, CPPO, 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: 28-07JUN18 – Electronic Payment Processing

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 23rd day of August 20 18

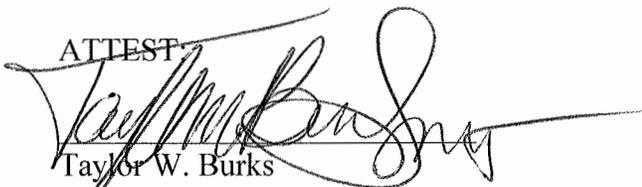
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to the Utility Agreement between Boone County and Boone Electric Cooperative. The original Utility Agreement was approved in Commission Order 309-2018.

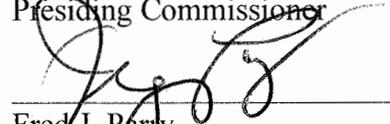
The terms of the amendment are stipulated in the attached Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One and the related Certification of Continued Environmental Compliance required as part of the CDBG process.

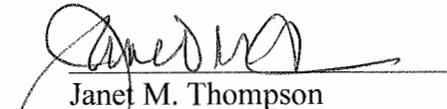
Done this 23rd day of August, 2018.

ATTEST


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

CONTRACT AMENDMENT NUMBER ONE
Boone Electric Cooperative
Utility Relocation Agreement – Route Z and Enterprise Drive Improvements

THIS AGREEMENT dated June 19, 2018 and approved by Commission Order 309-2018, by and between Boone County, Missouri (hereinafter, "County") and **Boone Electric Cooperative** (hereinafter, "Company"), for and in consideration of the performance of the respective obligations of the parties set forth therein, is amended as follows:

1. **ADDITIONAL RELOCATION WORK:** The "Company" will remove four (4) existing guy anchors, replace them with four (4) extended guy anchors and re-attach eight (8) existing guy wires to the new guy anchors. The additional work area is at the southeast corner of Route Z and Enterprise Drive as shown on the attached Exhibit "A-1".
2. **COMMENCEMENT AND COMPLETION OF WORK:** After approval of this agreement and upon notification to proceed by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to complete the additional work before or by seven (7) calendar days after the "County's" notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company".
3. **COST:** The total cost of the additional Contract Amendment Number One utility relocation work required for the roadway project is estimated to be **\$5,375.00**. (See estimate of cost attached as Exhibit "B-1"). The "County's" obligation toward the cost of the utility work under this Contract Amendment Number One and the original Agreement shall not exceed the sum of **\$11,550.81** absent a supplement agreement or approved change order document properly executed by "County." Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

4. Except as specifically amended herein, all other terms, conditions, and provisions of the original agreement approved in Commission Order 309-2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 21st day of August, 2018.

Executed by the "County" this 23rd day of August, 20 .

"COMPANY"

Boone Electric Cooperative

By:

Vicki K
Authorized Representative (Signature)

Vicki Kemna
Authorized Representative Name (Print or Type)

Title: Asst. General Manager

"COUNTY"

Boone County, Missouri

By:

Daniel K. Atwill
Daniel K. Atwill,
Presiding Commissioner

Attest:

Taylor W. Burks
Taylor W. Burks, County Clerk

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse, County Counselor

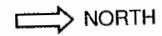
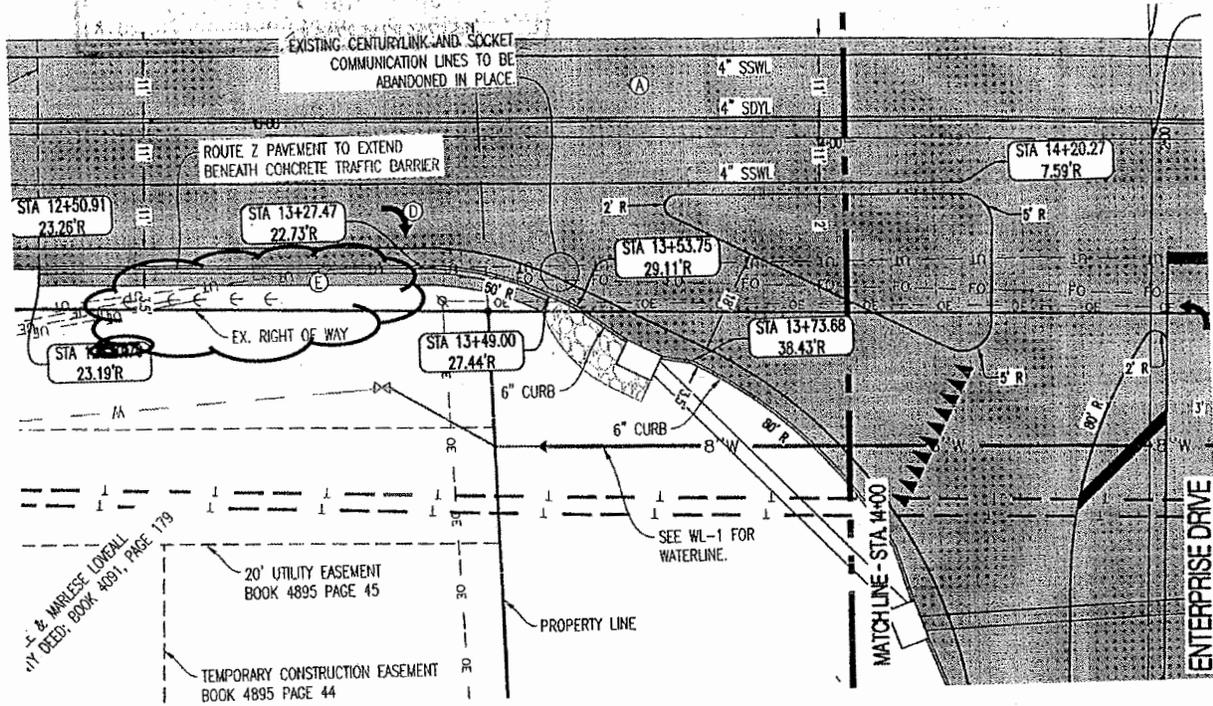
Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

June E. Pitchford 8/22/18
June E. Pitchford, Auditor 2045-71202

EXHIBIT "A-1"

Additional Work Area Sketch



CERTIFICATION OF CONTINUED ENVIRONMENTAL COMPLIANCE

Responsible Entity: Boone County

Project Number: 2016-ED-04

Project Name: AOB - Route Z and Enterprise Drive Improvements

AUGF Date: 05/18/2017

Proposed Activities:

Existing overhead powerlines and guy anchors located within MoDOT R/W at the southeast corner of the intersection of Route Z and Enterprise Drive were anticipated to remain undisturbed by using a short retaining wall along the east side of the proposed right turn lane from Route Z onto Enterprise Drive. However, after seeing the proposed construction limits in the field, the four existing guy anchors have been determined to be not deep enough to allow excavation to occur as close to them as planned. The existing poles are deep enough and will not be changed. The four existing anchors, however, will be replaced with four new longer anchors at the same locations that are long enough to allow the proposed pavement and wall construction.

In accordance with the provisions of 24 C.F.R. Part 58.47, it is the finding of the Certifying Officer of the above referenced grantee that [check one of the following]:

The scope, scale, nature, magnitude and location of the project are substantially unchanged from that as originally reviewed and approved; further, no new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; and the selection of an alternative not in the original finding is not proposed, Re-evaluation of the project under §58.47 is therefore not required. The same conditions that previously applied to the project remain unchanged as described in the attached memo.

OR

The scope, scale, nature, magnitude and/or location of the project have substantially changed from that as originally reviewed and approved; or, new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; or, the selection of an alternative not in the original finding is now proposed. Re-evaluation of the project under §58.47 is required; the findings in the ERR have been updated per §58.47(b) and are described in the attached memo.

I certify that the above statements accurately reflect the revisions to the project scope of work and that such revisions do not alter the basis under which the project received its original environmental status determination.

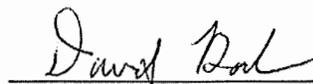


Signature, RE Certifying Officer

8.23.18

Date

As preparer of the Amendment as designated by the Responsible Entity, I certify to the accuracy of the information contained herein.



Signature, ER Preparer

8/20/18

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

August

20 18

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 from Joint Communications to move money from Outside Service to Training/Schools for the implementation of the Critical Incident Stress Management (CISM) program and the Wellness Program.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2701	71100	Joint Comm Opertns	Outside Services	14,000	
2701	37210	Joint Comm Opertns	Training/Schools		14,000
				14,000	14,000

Done this 23rd day of August, 2018.

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Taylor W. Burks
Clerk of the County Commission

Step 2

Line Level Education

November/December Dates TBD Cost \$10,200

We will hold a single day class for everyone on your staff including the Peer team that we have identified. We agree based on current staffing and the impact on the schedule that you will need 3 presentations of this class to get everyone through the class and not impact staffing/scheduling too much. FYI, administrators, managers, etc. are welcome to attend. It's always good to experience what your team is learning. If you think it would be a distraction, it would be great to have someone from administration come by and basically say "We value everyone here and we know this is a stressful job. We appreciate what you do and we value your wellness, etc." It will go a long way in setting a tone and mission for the program.

If you decide (and I think you should) outside agencies will be allowed to also enroll in these classes. It will help us keep costs down and there is nothing agency sensitive that is of concern during this line-level class. Boone County will receive an \$80 per outside student discount on their final invoice. So, even if we get an average of 6 students per day, you will save \$1,448 off the cost above, if we get 10 outsiders per day, you would save \$2,400. Plus, it's a great recruiting tool showing the neighbors that you put a priority on staff member wellness.

As an idea, if we schedule the class for 0830-1630, we would let the outside students go home at 1600 and have the Boone staff stay for the last 30 minutes. That would allow for Boone staff to ask anything confidential within the Boone family and would allow us to explain the process and why you as an agency have placed a high priority on stress management and wellness.

Step 3

November/December Dates TBD Cost \$3,400

Peer Team Education

The base line training listed above will be attended by everyone including your Peer team. This class will be open only to your team or those that you allow in the class. That means between the basic class and this advanced class, your team will have 16 hours of training. We had talked about maybe inviting members of your local Fire Team or agency Chaplain. Whomever you deem to attend is fine with me but less than 20 total students is optimal. I love groups that are smaller and more intimate for this level of training. This price is based on the understanding that this class will be held as a fourth day class. In other words, we do the line level training on days 1,2,3 i.e. Monday, Tuesday and Wednesday and do this Peer Training on day 4. Thursday.

Total for this budget year \$13,850

With the potential of a \$2,400 discount from outside agency discounts.

Step 4

2019

Cost will vary

Budget – see below – between \$6,000-9,000

Wellness Maintenance Classes

Each year we will design and deliver a unique 8 hour wellness and stress reduction class. You can decide if you want everyone to attend as a yearly in-service that will address advances in wellness, stress reduction and Critical Incident Stress Management. We will use a variety of PSTC Instructors in the coming years and each year the curriculum will be fresh and new. As much as I love visiting your area, I think it's important for your team to see and experience variety and nuance for this vital topic. You can decide based on staffing and your need for 2 or 3 classes.

Step 5

2019

\$1,800.00 discounted to \$1,200.00

Peer team maintenance

This is a 2 tier essential element. Each month we will procure, design or develop an article, study, book or video for your Peer Team. We will coordinate monthly deliveries of this education to Marc. It might be an interesting article with our interpretation on how it will affect your Peer Team. It might be a case study of an event where CISM was necessary and the outcome. There have been a couple new books in the profession that we will add to your library plus we will quote helpful passages for those that wish the highlights version. We will also produce, edit and provide you with at least 3 videos (similar to our 2 minute training but they would be 10-20 minutes in length) providing in-service training. You would have the right to keep and use the videos for 2 years from the date of delivery. You can use them for Peer in-service training or if applicable, you could use them for initial academy training or line level in-service added training.

Tier 2 allows anyone on your peer team to e-mail or call me for any reason at no cost. If they are about to conduct a de-briefing or de-fusing and they want to touch base with me, they can. If they want to de-brief after doing a CISD, they can use me as a confidential sounding board. If they are looking for advice or input on a situation, our team at PSTC will help them

Thanks so much for selecting PSTC. We are invested in helping the 9-1-1 Industry and our valued clients/family like Boone County. If you have any questions at all, never hesitate to ask!

Kevin Willett

kevin@pstc911.com

650-591-7911

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of August

20 18

the following, among other proceedings, were had, viz:

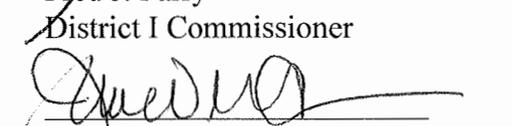
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, August 28, 2018, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 23rd day of August, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner