

**Department of Financial Services  
Invitation to Negotiate  
DFS (TR) ITN 11/12-17  
ePayment Solutions and Services Contract  
With  
Participant Agreement**

SECTION 1: Introductory Section

SECTION 2: Technical Specifications/Statement of Work

SECTION 3: Special Conditions

3.1 Response Contents

3.2 Submission Instructions

3.3 Evaluation Process

3.4 Additional Contract Terms

ATTACHMENT A- Price Proposal

ATTACHMENT B - Identical Tie Response Certification

ATTACHMENT C - Questionnaire for Technical Response / Scope of Work and Deliverables

SECTION 1: Questionnaire for Technical Specification / Scope of Work

SECTION 2: Deliverables

ATTACHMENT D - Form of Master Contract

ATTACHMENT E - Client References

ATTACHMENT F – ePayment Solutions and Services Participation Agreement

ATTACHMENT G – Volumes, Equipment and ePayment Solutions

ATTACHMENT H – Mandatory Minimum Requirements

ATTACHMENT I – Evaluation Criteria

ATTACHMENT J – File Formats

ATTACHMENT K – Department of Revenue Business Applications and Flows

ATTACHMENT L – Holiday Schedule

ATTACHMENT M – Section 215.322, Florida Statutes

ATTACHMENT N – Section 69C-4, Florida Administrative Code

ATTACHMENT O – Affidavit as to Compliance with Preferred Pricing Clause (Vendor Affidavit)

*Respondents are cautioned to read carefully and respond precisely and fully to all information contained on PUR Forms 1001, General Instructions to Respondents, and PUR 1000, General Conditions which, except as modified by this Invitation to Negotiate (ITN), (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated and are attached as the cover sheets to this ITN as well as any requirements specified in the Response itself. Forms PUR 1000 and PUR 1001 are attached or are available online at:*

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

***Respondents are further reminded that conditions and specifications that are considered Mandatory Requirements are expressed with the word “shall” or “must” in the description of the requirement. ITN Responses which fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive and will be disqualified.***

Contact Person –Purchasing Agent

Refer ALL inquiries to the Purchasing Agent/Procurement Officer. The Purchasing Agent is the sole point of contact from the date of release of this ITN until selection of a successful Respondent. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services  
Attn: Fran Spivey, Purchasing Services  
200 E. Gaines Street, Larson Building  
Tallahassee, FL 32399-0317  
Fax: 850.413.2070  
Email: [fran.spivey@myfloridacfo.com](mailto:fran.spivey@myfloridacfo.com)

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, Respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response.

The Department will not talk to any vendors or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions posed to the Purchasing Agent in writing will be posted on the Vendor Bid System (“VBS”) website, at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) (modifies PUR 1001 ¶5).

## Table of Contents

<b>SECTION 1: INTRODUCTORY SECTION.....</b>	<b>7</b>
1.1 Purchasing Instructions and General Conditions.....	7
1.2 Timetable.....	7
1.3 Solicitation Terms and Conditions.....	8
1.4 Purpose.....	9
1.5 Background.....	9
1.6 Overview.....	9
1.7 Definition.....	10
1.8 Acronyms.....	12
1.9 Modifications.....	12
<b>SECTION 2: SCOPE OF WORK.....</b>	<b>13</b>
2.1 ePayment Solution and Design.....	13
2.2 Next Generation Solutions.....	15
2.3 Electronic Payment Processing Types.....	15
2.4 Electronic Payment Transaction Types.....	16
2.5 Other Electronic Payments.....	16
2.6 Payment Card and Electronic Check Processing, Authorization and Settlement.....	17
2.7 Payment Card Settlement Reconciliation.....	18
2.8 Payment Card Chargebacks, Refunds and Adjustments, and eCheck / ACH Returns.....	18
2.9 Reporting and Query Requirements.....	19
2.10 Convenience Fees.....	19
2.11 Billing.....	20
2.12 Customer Support Service.....	20
2.13 Participant Training and Consultations.....	20
2.14 Electronic Payment Equipment and Software.....	21
2.15 Electronic Payment Project Management.....	21
2.16 Payment Card Industry / Data Security Standard Certifications and Requirements.....	24
2.17 Management Escalation Procedures.....	24
2.18 Systems Requirements and Testing.....	24
2.19 Data Management and Security.....	25
2.20 Disaster Recovery.....	27
<b>SECTION 3: SPECIAL CONDITIONS.....</b>	<b>27</b>
3.1 Response Contents and Format.....	27
3.1.1 Tab A – Cover Letter and Executive Summary – Technical Proposal.....	28
Tab A-1 Respondent’s Statement of Agreement.....	28
Tab A-2 Executive Summary.....	29
Tab A-3 Experience and Ability to Provide Services.....	29
Tab A-4 Deliverable Requirements Affirmation of Services.....	32
3.1.2 Tab B – Qualifications Requirements.....	33
3.1.3 Tab C - Technical Response.....	33

3.1.4	Summary of Initial Responsiveness Mandatory Documents, Qualifications and Requirements .....	33
3.1.5	Tab D – Optional Forms .....	34
3.1.6	Cost/Price Proposal.....	34
3.2	Submission Instructions .....	35
3.2.1	Submittal of Response .....	35
3.2.2	Format and Copies .....	35
3.2.3	Communications .....	36
3.2.4	Clarifications / Revisions.....	36
3.3	Evaluation Process .....	37
3.3.1	Evaluation Team .....	37
3.3.2	Determination of Conformance .....	37
3.3.3	Evaluation of Responses .....	37
3.3.4	Evaluation Criteria.....	37
3.3.5	Reservations.....	38
3.3.6	Negotiation Stage.....	38
3.3.7	Contract Award.....	39
3.4	Additional Contract Terms .....	40
3.4.1	Entire Contract; Order of Precedence .....	40
3.4.2	Insurance .....	40
3.4.3	Bonds .....	41
3.4.4	Public Records .....	41
3.4.5	Modification of Terms .....	42
3.4.6	MyFloridaMarketPlace .....	43
3.4.7	Electronic Accessibility .....	43
3.4.8	Nonexclusive Contract.....	43
3.4.9	Security, Confidentiality and PCI.....	43
3.4.10	Background and Employment Eligibility Verification .....	45
3.4.11	The Contractor is responsible for payment of costs if any, and retaining records relating to, employment eligibility verification, which records are exempt from Chapter 119, F.S. ....	45
3.4.12	Scrutinized Companies Certification .....	45
3.4.13	Duty of Continuing Disclosure of Legal Proceedings .....	45
3.4.14	Auditing and Compliance Standards .....	46
3.4.15	No Advertising or Endorsements.....	46
3.4.16	Export Control .....	46
3.4.17	Authorization of Business Third Parties to Access State Data .....	47
3.4.18	Functional Equivalents and Substitutions.....	47
3.4.19	Contractor Financial Requirements and Responsibilities .....	48
3.4.20	Best Pricing Offer .....	48
	ATTACHMENT A- Price Proposal.....	49
	ATTACHMENT B - Identical Tie Response Certification .....	50

ATTACHMENT C – Questionnaire for Technical Response/Scope of Work and Deliverables.....	52
SECTION 1: Questionnaire for Technical Specification / Scope of Work .....	52
C.1 ePayment Solutions and Design.....	52
C.2 Next Generation Solutions.....	53
C.3 Electronic Payment Processing Types .....	53
C.4 Electronic Payment Transaction Types .....	54
C.5 Other Electronic Payments .....	55
C.6 Payment Card Processing, Authorization and Settlement (including ACH) .....	55
C.7 Payment Card Settlement Reconciliation .....	56
C.8 Payment Card Chargebacks, Refunds and Adjustments and eCheck / ACH Returns .....	56
C.9 Reporting and Query Requirements.....	57
C.10 Convenience Fees .....	58
C.11 Billing .....	58
C.12 Customer Support Service .....	58
C.13 Participant Training and Consultations.....	58
C.14 Electronic Payment Equipment and Software .....	59
C.15 Electronic Payment Project Management.....	59
C.16 Payment Card Industry / Data Security Standard Certifications and Requirements .....	61
C.17 Management Escalation Procedures .....	62
C.18 Systems Requirements and Testing.....	62
C.19 Data Management and Security .....	63
C.20 Disaster Recovery .....	64
SECTION 2: Deliverables .....	64
ATTACHMENT D - Contract .....	79
1. Services and Deliverables.....	79
2. Delivery Schedule .....	79
3. Term and Renewal .....	79
4. Payment.....	80
5. Acceptance.....	81
6. Information, Data Security and Confidentiality.....	82
7. Insurance .....	83
8. Bond Requirements.....	83
9. Termination.....	84
10. Events of Default .....	85
11. Liability and Indemnification .....	86
12. Damages for Delay .....	87
13. State Property Disposition .....	87
14. Additions, Deletions and Substitutions.....	88
15. Contract Modification.....	88
16. Nonexclusive Contract.....	88
17. Statutory Notices.....	88
18. Compliance with Federal, State and Local Laws.....	88
19. Background and Employment Eligibility Verification .....	89
20. Miscellaneous .....	89
21. Execution in Counterparts; Authority to Sign .....	91

22. Contract Administration.....	91
ATTACHMENT E - Client References.....	92
ATTACHMENT F – ePayment Solutions and Services Participation Agreement .....	93
I. Participation Terms and Conditions.....	93
II. Fees to be Paid to the Contractor .....	93
III. Effective Date and Termination.....	93
IV. Merchant Services Terms and Conditions .....	94
V. Notices .....	94
VI. Miscellaneous Provisions.....	95
VII. Entity.....	95
ATTACHMENT G – Volume, Equipment and ePayment Solutions .....	96
ATTACHMENT H – Mandatory Minimum Requirements .....	97
ATTACHMENT I – Evaluation Criteria .....	99
ATTACHMENT J – File Formats .....	105
ATTACHMENT K – Department of Revenue Business Applications and Flows.....	106
ATTACHMENT L – 2012 Holiday Schedule .....	107
ATTACHMENT M – Section 215.322, Florida Statutes .....	108
ATTACHMENT N – Section 69C-4, Florida Administrative Code .....	110
ATTACHMENT O – Affidavit as to Compliance with Preferred Pricing Clause .....	114

## **SECTION 1: INTRODUCTORY SECTION**

### **1.1 Purchasing Instructions and General Conditions**

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000, General Conditions, except as modified by these Special Conditions, are incorporated and are attached or available online at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

### **1.2 Timetable**

The following schedule will be strictly adhered to in all actions relative to this solicitation:

<b><u>Date/Time</u></b>	<b><u>Action</u></b>
<b>May 11, 2012.....</b>	<b>Release of ITN</b>
<b>May 25, 2012.....</b>	<b>Last Day for Written Inquiries</b>
<b>June 11, 2012 .....</b>	<b>Written Responses to Inquiries Posted</b>
<b>June 27, 2012 .....</b>	<b>ITN Responses Due &amp; Opened 3:00 (ET)</b>
<b>July 16-30, 2012.....</b>	<b>Negotiation Meetings</b>
<b>August 9, 2012 .....</b>	<b>Posting of Intent to Award</b>

The Department reserves the right to make adjustments to this schedule and will notify participants in the solicitation. Adjustments to the schedule will be announced to all Respondents who have expressed interest by participating in the events listed in the table above.

The Department reserves the right to issue addenda to the ITN. Notice of any addenda will be posted within the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the ITN. Each Respondent is responsible for monitoring the site for new or changing information concerning this ITN. See “Vendor Bid System” at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) .

A vendor who holds the existing contract for substantially the same or functionally equivalent services or products (incumbent vendor) or a vendor who develops a program for implementation according to s. 287.057 (17), F.S., must, prior to an agency issuance of a solicitation or if discovered after solicitation posting, before solicitation response to Questions, provide a mitigation plan and provide all documentation supporting a description of the technical and service requirements. If such mitigation plan is not provided 24 hours prior to the due date for solicitation response to questions to be posted, such vendor’s solicitation response, if competing, may be deemed nonconforming or the Department may subtract evaluation points from the evaluation of the vendor’s proposal for failure to provide a timely mitigation plan.

### 1.3 Solicitation Terms and Conditions

The provisions of this solicitation, including the ITN and all its attachments, shall be read as a whole. In case of conflict between provisions, provisions shall have the order of precedence listed below, where the top listed item has the highest precedence:

- The Contract as amended by any written amendments
- Statement of Work or Scope of Work
- Remaining ITN Sections
- Other attachments to the ITN
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any purchase order under the Contract
- Respondent's Response

If there are any perceived inconsistencies among any of the provisions of the ITN and its attachments, Respondent shall bring these inconsistencies to the attention of the Department prior to the submission of the Response. To report inconsistencies, Respondent must submit a formal question prior to the submission of a Response.

The Contract, Attachment D, after execution by the parties, will take precedence over the solicitation document. The contract that results from this solicitation will be posted on the Internet according to the state's Transparency Act.

In submitting its Response, a Respondent agrees that any inconsistent or contrary terms or conditions in its response, whether submitted intentionally or inadvertently, shall have no force or effect unless expressly negotiated into the final Contract, and that the Department shall not be held to have acquiesced to such terms or conditions. Failure to comply with terms and conditions of the ITN, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response. [Modifies PUR 1001 ¶4]

Proposals should be in the exact order in which the requirements are presented in the ITN. Each page should be numbered. The response should contain a table of contents which cross references the ITN requirement and the specific page of the Respondent's response.

Respondents to this ITN may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Respondent to clarify their responses. Oral presentations are strictly at the option of the Department and may or may not be conducted. Any alterations to a response made before the submission deadline shall be initialed by the Respondent. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn if requested in writing prior to the submission deadline. A response may be withdrawn from consideration



after the submission deadline only with the approval of DFS based on the Respondent's written justification.

#### **1.4 Purpose**

Pursuant to section 215.322, Florida Statutes, the State of Florida Department of Financial Services ("Department") seeks Responses to this Invitation to Negotiate (ITN) from qualified vendors ("Respondent") interested in providing ePayment Collection Solutions (ePayments) and Merchant services. The successful Respondent will enter into an ePayment contract that replaces the current contract expiring on December 30, 2012.

The Vendor is expected to pursue the deployment of innovative, cost-effective and efficient strategies in compliance with ePayment industry standards and practices, in the fulfillment of this Contract. This shall include complying with Payment Card Industry (PCI) Data Security Standards (DSS), the maintenance and protection of public and confidential records, and individual Card Brand regulations. The Department and Participants shall look to the Vendor for consultation and recommendations to implement innovations in the industry that will further increase effectiveness and efficiencies.

#### **1.5 Background**

ePayment contract Participants includes state agencies, the judicial branch, and units of local governments. State agencies and the judicial branch will be referred to as "Agency Participants" and units of local government will be referred to as "Local Government Participants". Services will apply to all Participants equally.

The State has offered ePayment services for more than twenty years, these services have proven to be very successful and well received by the businesses and consumers who have come to expect the option of paying for fees and other charges electronically.

Governmental organizations accepting payments for goods, services and information have increased dramatically during the past five years. A breakdown of the 2011 payment transaction volumes and amounts is available in Attachment G – Volumes, Equipment and ePayment Solutions of this ITN.

#### **1.6 Overview**

The Department currently provides a spectrum of ePayment services through participation in a statewide ePayment services contract which allows for the "Acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies, the judicial branch and units of local governments", per Section 215.322, F.S.

Currently ePayment applications are built in silos for each new request to accept electronic payments utilizing varying options, as described in Section 2.15 - Electronic Payment Project Management. Each new ePayment application requires Participant, Vendor and Department staffing to gather new business

and operational requirements, perform user acceptance testing and put into production. These implementations consist of developing API interfaces to allow for passing real-time responses, end of day files that include processed transaction details, file submissions to and from the Vendor /Agency for customer billing data that permits making payments on account balances and/or setting up recurring payments.

## **1.7 Definitions**

Solicitation Definitions:

1. "Agency" Any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, state attorneys, Public Defenders, the Capital Collateral Regional counsels, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch.
2. "Agency Participant" means any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, State Attorneys, Public Defenders, the Capital Collateral Regional counsel, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch.
3. "Application" means a shorter form of application program. An application program is a program designed to perform a specific function directly for the user or, in some cases, for another application program. Applications use the services of the computer's operating system and other supporting applications. The formal requests and means of communicating with other programs that an application program uses is called the application program interface (API).
4. "Business Days" include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida.
5. "Business Hours" means 8 AM to 5 PM on all business day
6. "Calendar Days" means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.
7. "Credit Card" a card having a magnetic strip, issued by a bank or business authorizing the holder to buy goods or services on credit.
8. "Contract," unless indicated otherwise, refers to the contract that will be awarded to successful Respondents under this ITN.
9. "Contractor" unless indicated otherwise, refers to a business entity to which a Contract has been awarded by the Department in accordance with a Response submitted by that entity in response to this ITN. This may also be referred to as "Provider or Vendor". Terms may be used interchangeably.
10. "Customer" person or entity that is making a payment for a fee for goods, services and information.
11. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.

12. "Debit Card" a card having a magnetic strip authorizing the holder to buy goods services and information used in cash transactions, but which is not a Credit Card.
13. "Department" means the Department of Financial Services (DFS) or Chief Financial Officer (CFO). Terms may be used interchangeably.
14. "Desirable Conditions" designated by the use of the words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Response.
15. "eCheck" a means of making an electronic payment over the internet using a checking or savings account as the monetary funding vehicle.
16. "ePayment" means a payment made over the internet, Telephone or at the Point of Sale using a Debit Card, Credit Card, ACH, electronic check or EFT.
17. "Invitation to Negotiate" includes all documents and attachments to this Invitation to Negotiate, unless stated otherwise.
18. "Enterprise ePayment Solution / Application" is a Vendors solution that permits each individual Agency Participant-Level ePayment project/application to collect and store business process details while communicating with the Participants business system through standardized transmissions sending and receiving Agency data fields and/ or payment details.
19. "Local Government Participant" municipality, special district, or board of county commissioners or other governing body of a county; however styled, including that of a consolidated or metropolitan government, also any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections.
20. "Mandatory Requirements" means that the Department has established certain requirements with respect to Responses to be submitted by Respondents. The use of "shall" or "will" (except to indicate simple futurity) or "must" in this solicitation indicates compliance is mandatory. Failure to meet Mandatory Requirements will cause rejection of the Invitation to Negotiate Response or termination of the Contract.
21. "Merchant" used in the context of this solicitation and contract, means any Agency Participant or Local Government Participant that are set up to accept card brand payments.
22. "Minor Irregularity" used in the context of this solicitation and contract, indicates a variation from the Response terms and conditions that does not affect the price of the invitation to Negotiate, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department
23. "Participant" any State Agency, Judicial Branch or Local Government that signs an agreement to participate in the ePayments contract. The Participant is also known as the Merchant.
24. "Participant-Level" means the lowest level unit or section within an Agency Participants Bureau or Division having unique business needs to transact electronic payment business and keep data uniquely segregated.
25. "Participation Agreement" merchant level agreement that makes the Participant a party to the ePayments contract.

26. "Payment Card" a Credit Card, Charge Card, or Debit Card that is accepted by Agency Participants and Local Government Participants for the payment for goods, services, and/or information.
27. "Payment Card Regulations or Card Brand Regulations" major payment card organizations business model policies/rules requiring Merchant/user compliance.
28. "Respondent" means the entity that submits materials to the Department in accordance with these instructions, this may also be referred to as Vendor. The solicitation response may be referred to as Proposal, Bid, Reply, or Response.
29. "State" means the State of Florida.
30. "Vendor" unless indicated otherwise, refers to a business entity to which a Contract has been awarded by the Department in accordance with a Response submitted by that entity to this ITN. This may also be referred to as "Provider or Contractor". Terms may be used interchangeably.
31. "Vendor Bid System" and "VBS" refer to the State of Florida internet-based vendor information system at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)

## **1.8 Acronyms**

1. "ACH" Automated Clearing House
2. "BAFO" Best And Final Offer
3. "DSS" Data Security Standards
4. "EFT" Electronic Funds Transfer
5. "eCheck" Electronic Check
6. "ePayments" Electronic Payments
7. "F.A.C." Florida Administrative Code
8. "F.S." Florida Statutes
9. "FTP" File Transfer Protocol
10. "HTTPS" Hypertext Transfer Protocol
11. "IPSec" Internet Protocol Security
12. "ITN" Invitation to Negotiate
13. "IVR" Interactive Voice Response
14. "NSF" Non-Sufficient Funds
15. "PCI" Payment Card Industry
16. "POS" Point of Sale
17. "SOAP" Simple Object Access Protocol
18. "SSL" Secure Sockets Layer
19. "SSH" Secure Shell
20. "TLS" Transport Layer Security
21. "VPN" Virtual Private Network

## **1.9 Modifications**

The Scope of Work represents what the Department believes to be in the best interest of the State. The Department reserves the right to change, add, or delete any requirement from the Statement of Work if

the Department deems it to be in the best interest of the State. In addition, the Department reserves the right to withdraw and/or cancel this solicitation at any time, at no cost to the State, prior to a duly authorized and executed Contract.

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

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

1. The Vendor must transition current Participants (Agency Participants and Local Government Participants) into the new contract providing services and ongoing support for any Participant desiring to use this contract.
2. The Vendor must provide Agency Participants and Local Government Participants with ePayment services for both ePayment collection solutions and POS operations, to include Merchant services. This should include a suite of electronic payment options that permit consumers and businesses to conveniently and easily pay for goods and services via the internet, by phone or at the point of sale using a Credit Card, Debit Card or checking/savings account.
3. For Agency Participants, the Department's goal is to convert the multiple Agency Participant ePayment applications, as defined in Section 2.15 – Electronic Payment Project Management, into an internet Enterprise ePayment Solution with minimal impact to current business systems. The enterprise solution should standardize transitioned and new ePayment implementations and simplify future conversions for ePayment services.
4. If it is determined, by the Department, that an Agency Participant is unable to transition to an enterprise solution, the Vendor must have a plan to transition them to this contract, separate and distinct from the internet "Enterprise ePayment Solution".
5. For Local Government Participants, an enterprise solution is not being sought at this time by the Department. Local Government Participants currently utilizing the ePayment contract must be transitioned, if they desire, into the contract executed per this ITN. Local Government Participants will work independently with the Vendor in selecting the best services to meet their business needs.
6. The Vendor is expected to offer services that will facilitate the business processes of the Department of Revenue and the Department of Transportation's Florida Turnpike Enterprise / SunPass (SunPass) operations described below:
  - a) Department of Revenue  
The Department of Revenue (DOR) receives approximately 38 billion dollars in total tax revenue annually for 57 tax revenue sources. The DOR offers an array of options for its customers to pay including the Internet, an IVR, gateways (IRS' Modernized e-File Program) and through commercial software vendors and transmitters. The Vendor must:
    - i. Create a single end of day file containing all transactions (ACH and debit/credit card) received via all options utilized by the DOR. Attachment K – Department of Revenue Business Applications and Flows;
    - ii. Provide the DOR with a copy of the NACHA formatted file sent daily to the ACH network;
    - iii. Accept and initiate varying standard entry class codes (SEC) such as CCD, PPD, TEL, WEB, CTX, IAT, etc.;

- iv. Accept and initiate a zero dollar transaction with remittance data (not a pre-notification);
  - v. Accept transactions from bank accounts stored in the “negative database” as referenced in 2.4 Electronic Payment Transaction Types;
  - vi. Provide the DOR and its customers the ability to cancel via the internet and gateway a previously scheduled payment;
  - vii. Provide the DOR and its customers the ability to inquire via the Internet and gateway about a previously scheduled payment;
  - viii. Accept data file containing user/customer information which may be used for account validation on fully hosted payment solutions; and
  - ix. In addition, the DOR contracts with a third party vendor who hosts many of the DOR’s payment applications. This third party vendor collects payment transactions throughout the day and sends batch files containing ACH instructions as well as pertinent customer information. Vendor requirements specific to this process are as follows:
    - The Vendor must be able to receive multiple batch files at the end of each business day. On a peak day (1-2 times per month), a file may contain 35 - 40 thousand individual transactions. Each file contains multiple batches. Each batch contains transactions expected for a specific effective date (scheduled). Attachment K – Department of Revenue Business Applications and Flows
    - The Vendor must be able to complete acceptance of transactions received via batch file prior to beginning the end of day process. Batch files are currently sent from 5pm ET to 8pm ET.
    - The Vendor must be able to send an acknowledgment for each batch file. Each acknowledgment must contain the number of accepted transactions, total dollar amount of accepted transactions and list any rejected transactions individually with the reason for rejection.
    - The Vendor must be able to accommodate DOR’s holiday schedule in Attachment L – Holiday Schedule for processing transactions which may differ from the holiday schedule observed by the Federal Reserve.
    - The Vendor must be able to convert effective dates in batch files to applicable processing dates to insure transactions are sent through the ACH network to accommodate expected effective dates.
  - x. The Department of Revenue is currently procuring services to develop a One Stop Business Registration portal to make it easier to start / create a business in Florida. The portals design may be expected to utilize the services identified in this ITN to interface with the State’s / Department of Revenue’s partial gateway payment card application.
- b) Department of Transportation Florida Turnpike Enterprise / SunPass relies on the most advanced equipment to collect tolls electronically from SunPass and TOLL-BY-PLATE customers. SunPass readers recognize vehicles equipped with a transponder and deduct the correct toll amount from the customer’s prepaid account. SunPass customers may replenish their prepaid account with cash by either sending funds to a banking partner for deposit on their SunPass

account or visit a customer service center and provide funds directly to SunPass to replenish their account and settle TOLL-BY-PLATE billing documents. SunPass also has several electronic payment methods to replenish their account and settle TOLL-BY-PLATE billing documents. In addition to accepting most major credit cards, on-line and over the phone, SunPass has partnered with several electronic payment partners to provide convenient cash payment services to customers through proprietary payment kiosks, retail cash registers and other payment acceptance channels. Presently, SunPass does not accept ACH.

SunPass currently utilizes proprietary roadside vehicle detection technology to classify and toll vehicles, in-house developed back office and customer account management systems to maintain accounts, and contracts in-house staff to develop and support these technologies.

SunPass' software technical architecture employs a service based model using Simple Object Access Protocol (SOAP) based secure web services thus any integration of provided solutions must use this integration strategy.

Due to the volume of credit card transactions, SunPass is a Level 1 merchant under the PCI data security standards. As such, all SunPass systems, networks, processes and organization are required to achieve and maintain compliance to the PCI data security standards.

SunPass uses the Protobase distributed payment gateway solution to manage credit card authorizations and settlements. This system is tightly coupled to the customer account management systems; however, our current payment gateway uses standardized APIs (Application Programming Interface) allowing SunPass to change payment processors at any time.

## **2.2 Next Generation Solutions**

The Vendor should provide details on any next generation solutions or options, which are not included in this ITN, but available in the ePayment industry. Related costs should be included in Attachment A - Price Proposal.

## **2.3 Electronic Payment Processing Types**

The following electronic payment processing types are currently utilized at the Participant level. Participants may use one or all of these types to provide for their electronic payment service needs. At a minimum, the Respondent must provide for the following types:

1. Internet - The Vendor must provide a full selection of electronic payment vehicles using certified gateway providers to complete internet payment transactions. Most Participants have their own web sites but require access to some form of gateway for payment processing. A complete description of currently used ePayment collection solutions are in Section 2.15 - Electronic Payment Project Management. The Vendor must process all payment card types and electronic checks via the internet.

DOT SunPass currently provides services permitting their customers to replenish account balances for services offered. The Vendor must be capable of accepting and processing payments for the automatic-replenishment of accounts utilizing a payment card and/or electronic check.

2. Point of Sale - Participants currently accept payments using POS terminals and wedges. The Vendor must process POS transactions and provide either through purchase or lease/rental agreements, PCI approved POS equipment and supporting software. All equipment and software required for POS processing will be provided as a part of the contract resulting from this ITN. Required equipment must be detailed in Attachment A - Price Proposal.
3. Interactive Voice Response (IVR) - The Vendor must provide an IVR System with toll-free, touch-tone and speech-recognition capabilities, operating twenty-four (24) hours a day, seven (7) days a week. The IVR system must be interactive with a Participant's business systems and associated databases, available in additional languages other than English, but at a minimum Spanish and Haitian Creole. The Department reserves the right to add agreed upon additional languages during the term of this contract. The IVR system must have the ability to transfer customers to a Participant's customer support call center and/or a Vendor's customer support service representative, Monday – Friday 7:00 a.m. to 7:00 p.m. EST. The Vendor must provide additional equipment, if required and include the cost in Attachment A – Price Proposal.

#### **2.4 Electronic Payment Transaction Types**

##### **1. Debit and Credit Cards**

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

##### **2. Electronic Check / ACH Payments**

Participants accept payments from consumers and businesses using a checking / savings account to pay for goods and services over the internet. The Vendors solution must provide for the acceptance of electronic checks. The solution should possess processes that assist Participants in reducing the number of returns, prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's (or a negative database), and check for duplicate payments by verifying the check number, payment date and account number.

3. Participants currently experience high volumes of returns due to invalid bank account numbers and ACH blocks. The Department is seeking a solution to support Internet eCheck guarantee services. Points will be awarded for supporting this service.

#### **2.5 Other Electronic Payments**

If additional electronic payments types or methods are available in the industry, and provided by the Vendor that are not described in this ITN, e.g., cell phone technology, remote hand held point of sale devices, ACH immediate authorization options, etc., list any needed equipment and cost related to other electronic payment types or methods in Attachment A - Price Proposal.



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

1. The Department's desire is to obtain a Vendor that can process, authorize and settle transactions without interruption twenty four hours a day / seven days a week (24/7). The Vendor must provide transaction processing, authorization and settlement using certified processing platforms. The settlement transaction ACH record must include sufficient information for the Participant to be able to identify. All funds must be settled within 48 hours of authorization into Participants designated bank accounts at a Qualified Public Depository, as per Chapter 280, F.S.

The Department currently has a separate contract for the settling of American Express payments. It is the desire of the Department to obtain a Vendor that can settle American Express transactions.

2. The Vendor must capture authorization codes and/or authorization numbers for all transactions processed. The authorization codes and/or numbers must remain a part of the transactions and be provided electronically to the Participant's business application to assist in researching transaction activity and/or settlement.
3. The Vendor must assign and/or accept a unique Participant-defined number to be included on the settlement transaction record, allowing for transaction identification and traceability.
4. Using the following criteria, the Vendor must report their performance & scalability measures to the Department within thirty (30) days after the end of each quarter. For the purpose of this ITN, the Vendor must quantify their performance and scalability as follows:
  - a) Credit Card authorizations per hour
    - i. Mid-range volume (specify response time)
    - ii. Peak volume (specify response time)
    - iii. Latency at Point of Sale (for hosted solution only)
    - iv. Settled transactions per day
  - b) Mid-range volume (specify processing duration)
  - c) Peak volume (specify processing duration)
    - i. Maximum number of Participant users on the Vendor's interface
    - ii. Maximum volumes that can be processed and authorized at one time
5. The Vendor will be required to support one or all of the following authorization, settlement and fraud prevention methods:
  - a) Card Verification Value (CVV2) (voiding and reversing charges without a CVV2 code match);
  - b) Address verification (voiding charges with an address mismatch);
  - c) Account updater for credit card expiration dates (sending updated expiration dates on current Credit Cards that are on file with Merchant);
  - d) Configurable limit fields allowing Merchant to set upper and lower charge amounts;
  - e) Automatic detection and avoidance of duplicate authorizations, refunds and settlements;
  - f) Refunds verified against original authorization (existence and amount);
  - g) Automatic detection of high-risk activity (multiple authorizations on same day and high dollar amounts);
  - h) Merchant Services support for answering fraudulent inquiries; and

- i) Automated settlement notification (error checking and alerts).
- 6. The Vendor must provide multiple cut-off times to accommodate Participant-level batching and settlement requirements.
- 7. Participants may submit batches containing high volumes of transactions that may overlap settlement cut-off times, to avoid the splitting of batches. The Department is seeking a Vendor that can provide extended processing network hours to complete settlements, eliminating split batches. The Vendor may be required to provide split settlement transactions.
- 8. The Vendor must provide single batch settlement processing with reasonable batch sizes; the Department defines a reasonable batch size as more than 99,999 transactions.

## **2.7 Payment Card Settlement Reconciliation**

- 1. The Vendor must provide the Department a daily settlement reconciliation file, no later than 9:00 am EST, containing details for all Agency Participants settlement activity. If a Participant has a need for a separate file for their own business process needs, a separate daily settlement file shall be provided containing only their settlement details. Pricing for the daily settlement reconciliation file data submitted to the Department must be considered as part of the overall Contract costs.
- 2. The Department will not incur any costs for the transmission of the Agency Participant files. If a Participant, other than the Department request a daily settlement reconciliation file, then each Participant will be responsible for their transmission costs (set up, monthly fees, etc.), to be included in Attachment A – Price Proposal.

The Department currently receives a separate reconciliation file for American Express settlements.

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

The Vendor must adhere to all chargeback rules and regulations published by all payment card brands that have been approved by the Department.

- 1. Refunds, chargebacks, and/or adjustments processed for Participants must be debited or credited from Participants designated bank account(s).
- 2. The Vendor must handle chargebacks from the time the Vendor is first notified through final resolution; at which time, the item is successfully resolved or the item is charged back to the Participant.
- 3. The Vendor must have a web-based chargeback tracking/resolution tool available to the Participant that includes, but is not limited to, viewing chargeback details, reports, and ability to respond to inquiries.
- 4. The Vendor must support the tracking of misapplied customer refunds and adjustments.
- 5. The Vendor may be required to provide real-time purchase alerts for past NSF returned check activity and duplicate payments on electronic check payments.
- 6. The Vendor may be required to provide on-line transaction access to returned electronic check / ACH information.

## **2.9 Reporting and Query Requirements**

1. Reporting and query capabilities are required for ePayment Collection Solutions and Merchant services. To assist in the accounting and reconciliation of transactions the Vendor must deliver robust reporting and query tools for the Department and Participants. The reporting and query tools must exhibit flexibility permitting the Department and the Participants to select from a full array of delivered and ad hoc reports that can be tailored to fit their individual needs.
2. Reports and queries:
  - a) Must be accessible electronically through the Internet and downloadable in a variety of formats, e.g. CSV, etc., through the Participant's web-browser or securely interfaced into their business system and contain sufficient detail to reconcile payments;
  - b) Must have user defined reporting and query capabilities available in a detailed hierarchical structure at the Department/State, Participant, Division and Project/Application level, to include Merchant, multiple Merchants, terminal IDs, and type of electronic payment;
  - c) Must provide ad hoc query capability with the option to save a report for future use and be available by specific date ranges: daily, weekly, monthly, quarterly, annually and contain selected data fields;
  - d) Must have the capability to provide for five (5) custom (non-delivered) reports, at the discretion of the Department and at no charge. Pricing for additional custom reports above the five (5), requested herein, must be included in Attachment A – Price Proposal;
  - e) Must provide the ability to restrict access to electronic reporting and inquiry through administrative rights, password protection, or other restrictions required by Participant;
  - f) Must provide transaction details for chargebacks, refunds, adjustments, and statuses;
  - g) May require online access to detailed and summarized transaction data for 18 months;
  - h) May require the transaction volumes and amounts, returns, etc., to be rolled up to designated hierarchical levels by card type for location and payment types;
  - i) May require the ability to query and drilldown in real-time from summary reports to the details of the report;
  - j) May require real-time web reporting of transactions from authorization through payment and reconciliation;
  - k) May require bi-annual analyses and comparisons of the following:
    - i. Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc. analyses for each Participant.
    - ii. Comparison and trends of previous interchange rates as compared to new rates; and
  - l) May require that a dashboard be provided to the Department with all reporting requirements detailed in this ITN.

## **2.10 Convenience Fees**

1. Participants are allowed to charge a convenience fee within the parameters established by Section 215.322 (3) (b), F.S., and Rule 69C-4.0045, F.A.C. The Vendor must ensure compliance with

convenience fee regulations and notify the Department and Participants of changes in convenience fee requirements as dictated by the payment card industry, and all state and federal laws and rules.

2. The Vendors solution must provide for the charging of a convenience fee on a transaction and should be capable of combining and /or splitting the convenience fee from the transaction fee.

### **2.11 Billing**

1. The Vendor shall not debit the Treasury's Concentration Account for fees or charges, other than chargebacks, refunds, adjustments and electronic check returns, for State Agency Participants.
2. The Vendor must provide each Participant a monthly invoice detailing all contractual transaction costs resulting from the payment activity processed for the month. Billing should be available at each Merchant, terminal ID number or location level enabling the Participant to identify associated expenses. Invoicing must provide for lower level costs to be rolled up to the highest level within the organization. Monthly billing/invoicing of fees to each Participant shall be the responsibility of the Vendor and contain such detail that the Participants can audit and approve payment of invoice with minimal need to contact the Vendor.

### **2.12 Customer Support Service**

The Vendor shall provide the following customer support services for ePayment Solutions and Point of Sale operations, to include Merchant Services:

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

### **2.13 Participant Training and Consultations**

1. The Vendor must provide training and consultation for all facets/areas of their ePayment Solutions and Merchant Services, which includes Point of Sale operations. There shall be no Department and /or Participant expense for training and consulting provided by the Respondent.
2. Training and consultation services must include, but not limited to:
  - a) A training program that will keep the Department and the Participants informed and up-to-date on current Card Brand regulations, Payment Card Industry requirements and state and federal electronic payment regulations;
  - b) POS equipment and software installations and use;
  - c) Participant ePayment solutions;
  - d) Reporting tools;
  - e) Informing the Department and the Participants of efficiencies that may reduce expenses;

- f) Informing the Department and the Participant of new or advanced technology innovations; and
- g) Weekly ongoing consultations with the Department, e.g. discuss outstanding issues, project status, etc.

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

1. The Vendor must provide PCI approved POS equipment and software on a purchase, lease or rental basis. The Vendor must inform Participants of equipment software upgrades and provide installation support ensuring each Participant's collection of electronic payments functions properly. Equipment and software are identified in Attachment G – Volumes, Equipment and ePayment Solutions. The Vendor will provide equipment software upgrades at no additional costs to the Participant.
2. The Vendor must ensure the Participants existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant.
3. The Vendor must repair and/or ship replacement POS equipment within twenty-four hours of notice of failure.
4. The Vendor must provide supplies for Point of Sale equipment, e.g. terminals, printers, etc., at no cost.

#### **2.15 Electronic Payment Project Management**

1. Contract Transition
  - a.) The Contractor shall provide a PMP certified Project Manager that will have overall responsibilities for the successful transition of Agency Participant projects for both ePayment solutions and Point of Sale operations. The Contractor shall manage the project in accordance with an approved Project Management Plan. The Contractor shall actively manage any subcontractor performance related to this project. The Contractor's project management approach shall be in compliance with the Project Management's Institute's (PMI) Project Management Body of Knowledge (PMBOK) standards.

The Contractor's Project Manager must maintain regular communication with the Agency Participants and the Department's Project Transition Team.

Contractor's Project Transition Team Responsibilities

- i. Develop and maintain the project management plan.
- ii. Work with the Department to develop project management administrative templates including, but not limited to change, risk and communication management plans.
- iii. Manage the project in accordance with the project schedule.
- iv. Prepare and submit weekly project status reports.
- v. Facilitate project related meetings as necessary to fulfill the responsibilities for transition as specified in this ITN.
- vi. Identify risks, issues, and opportunities related to this project.
- vii. Identify any scope issues and costs associated with these issues and escalate these issues to the Department's Project Transition Team.

- viii. Prepare reports and presentations.
- b) The Vendor must transition the currently used Participants ePayment collection solutions:
- i. Fully hosted - A solution fully developed for the Participant and hosted by the Vendor. The end user is redirected via a URL from the Participant's Internet site to the Vendor's site. End user and payment details are collected, processed and stored on the Vendor's site;
  - ii. Partially hosted - A solution for Participants that want to collect end user information on their site then pass the end user to the Vendor's site for payment check-out. Additional features allow a Participant to choose from a one-time pay or an enrolled payment feature. All payment information is collected and stored on the Vendor's site, with payment details remitted back to the Participant's business system;
  - iii. Gateway - A solution for Participants that collect all end user and payment information on their website and pass payment details to the Vendor for payment processing, authorization and settlement. All end user and payment information is collected and stored on the Participant's site; and
  - iv. Point of sale – A solution for Participants that process face-to-face or over-the-counter payments. All payment information is captured on a POS device and batched by the Participant to be sent for settlement on a regular schedule.
- c) The Vendor will have the overall responsibility of managing and successfully performing and completing the transition requirements for all contract Participant-Level projects, under the approval of the Department. To facilitate a seamless transition, the Vendor must:
- i. Provide a description of the transition planning process providing for all required technical specifications;
  - ii. Provide a sample of the documentation and calendar for a normal transition, including the information of the approximate timeframe for the transition;
  - iii. Complete the transition on a prearranged and agreed to plan that will maintain existing performance of Participant business solutions. Within thirty (30) days of contract effective date, the Contractor will have developed and the Department agreed upon the procedures to be employed and followed by the Project Management Team in overseeing the transition project;
  - iv. Provide sufficient resources to transition existing ePayment Collection Solutions and Merchant services currently provided ;
  - v. Maintain scheduled communication with the appropriate Participant and the Department on each Participant-Level project being transitioned;
  - vi. Ensure the Participants existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant, and
  - vii. Provide early notice to the Department if the Participants fail to perform its responsibility that will delay the timely achievement of project tasks.
- d) The Vendor must provide an executive level project management plan detailing the Vendor's strategy for transitioning the various existing ePayment solutions to their supported platform. The plan must include, at a minimum, a schedule of all activities, tasks, deliverables, an

escalation plan identifying issues, including resolutions and project sign off by the Department and / or Participant.

- e) The Vendor agrees to use a formal software system development methodology in performing the transition. The Department's preferred project management software tool is MS Project 2007.
  - f) The selected Vendor must submit a draft of the detailed Project Work Plan no later than twenty five (25) days after Contract execution and the final detailed Project Work Plan no later than forty-five (45) days after Contract execution.
  - g) After all solutions and services have been transitioned; the Vendor shall provide to the Department and Participants with a transition close-out summary for each Participant-Level project to include, at a minimum:
    - i. A description of the solution(s), project timelines, obstacles, and lessons learned;
    - ii. A complete list of any product upgrades, modifications, and/or enhancements requested during the transition by the Participant or the Department, including the status of each request; and
    - iii. Issues identified during the transition and how they were resolved.
  - h) Vendor must comply with the requirements in Section 2.1, Department of Revenue
  - i) Vendor must comply with the requirements in Section 2.1, Department of Transportation Florida Turnpike Enterprise / SunPass.
2. If costs are incurred for transitioning the Participants, the Vendor must include a detail list of these costs in Attachment A – Price Proposal. Transition costs must be charged to the Participant for Participant-Level projects and clearly stated in the response.
3. New Participant-Level Project Implementation Management (Ongoing)
- a) The Vendor will consult with the Department and the Agency Participants that are approved to accept electronic payments in order to determine needs and best solution. Local Government Participants do not require Department approval. The Vendor will consult with them independently to determine needs.
  - b) During the term of the contract, the Vendor must assign a Project Manager for each Participant-Level project; e.g., conversion or expansion of existing projects, or implementation of new system projects. The project manager is the person designated responsible for the overall management of the project, authorized to make decisions and manage the allocation of resources on behalf of the Vendor.
  - c) The Vendor must provide a project work plan for each Participant-Level project to convert or expand existing projects, or implement new projects. The work plan should include a schedule of all activities, tasks, and deliverables from the date of the initial meeting of the proposed project through successful testing and implementation to final sign-off by the Participant.
  - d) The Vendor must provide an agreed to change order request plan to the Department for Participant-Level projects that identifies changes after the project requirements have been gathered and approved by the Participant. The plan must describe where in the project development process changes can be requested and / or changed and describe how you determine when a change order request will incur cost(s). The Department shall be entitled to accept the

Vendors proposal for change order costs, reject it, or reach another agreement with the Vendor. Any costs associated with change order requests must be included in Attachment A – Price Proposal.

- e) At the close of each Participant-Level project, the Vendor should provide the Department and Participant a close-out summary of the Participant-Level project to include the purpose of the project, project design and Solution details, project timelines, obstacles, and lessons learned. The Vendor must maintain a comprehensive list, during the term of the contract, of Participant request for product upgrades, modifications and/or enhancements that are not currently available and the expected availability date.

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

1. The Vendor and / or its subcontractors shall be PCI/DSS certified and be responsible for safeguarding all transmitted, processed and stored data, particularly files that contain cardholder information, so as to be compliant with PCI Data Security Standards (DSS), individual Card Brand Regulations and state or federal laws.
2. The Vendor must meet the following requirements:
  - a) Ten (10) years experience processing and storing payment card transactions through major payment card processing networks; and
  - b) Provide PCI customer support and compliance staff for expertise and guidance ensuring compliance with current and future PCI requirements. These services will be at no charge and will include, but not limited to the following:
    - i. Provide the Department and Participants with a plan to achieve PCI compliance at Participant project level and make specific recommendations to ensure PCI Compliance is maintained.
    - ii. Participate in PCI related meetings and conference calls at the request of the Department or Participant.
    - iii. Provide a PCI outreach/awareness program to educate and inform the Participant organizations on the importance of PCI and any changes/clarifications of the security standards.
3. Any ePayment system operated by the Vendor must maintain PCI / DSS accreditation. Upon request of the Department and at the expense of the Vendor, the Department may request a third party annual security audit.

## **2.17 Management Escalation Procedures**

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

## **2.18 Systems Requirements and Testing**

1. Data Accuracy - The Vendor must maintain an agreed upon accuracy level for all ePayment data items processed and/or transmitted. The Vendor must provide a quarterly report containing data



accuracy levels, within thirty (30) days after the last day of the quarter. The accuracy level should be in line with Industry Standards and the Department expects an accuracy level of 99.9999%.

2. Vendor Processing Systems - The Vendor must provide the Participant with secure and up to date processing systems and equipment and provide upgrades, modifications, and/or enhancements to include secure network connectivity:
  - a) Support direct leased lines;
  - b) Support site-to-site secure Virtual Private Networks; and
  - c) Support IP-Address filtering and blocking.
3. Vendor Systems Availability and Maintenance - The Department expects the proposed solutions provides twenty four hour / seven day a week availability to process transactions, including times of system maintenance and or upgrades, changes, and disasters without transaction processing interruptions.
4. The Vendor must provide the Department and Participants thirty (30) days advance notification of routine software repairs and service modifications that are required to maintain and support operations as a part of the normal course of business. Version, configuration, parameter or minor changes to software or code changes that improve the Participant's ability to maintain and support the system, shall be at the Vendor's expense.
5. Participant Project Testing Environment - The Vendor shall provide the Participant a test environment that mirrors the production environment. The test environment should be parallel to production environment including all external connections, firewalls, and number of server environments. Testing should be supported by the Vendor in phases that will ensure operability and desired results in unit, system and acceptance testing to meet targeted production date.
6. Data Transmission Security - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols that safeguard the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL, etc.
7. Web Application Standards – The Vendor must provide application programming interfaces using secure web application standards specific to web-based technology for application interface standards, e.g., OWASP and OASIS standards. The Vendor must provide an annual Certification letter stating that their program interfaces use secure web application standards. The letter is due on an agreed upon date.
8. Software Hosting Options – The Vendor may be required to support the following software hosting options:
  - a) Self-managed;
  - b) Migration path to a processor hosted solution;
  - c) Processor hosted; and
  - d) Hybrid (define in a narrative).

## **2.19 Data Management and Security**

The Vendor must operate and manage systems on a daily basis consistent with ePayment and Merchant service data management and security industry standards as follows:

1. The Vendor must perform an annual evaluation of systems management and security and provide an annual report to the Department, within sixty (60) days of the Vendor's annual review. The report must provide information on the following standards:
  - a) Security standards being applied;
  - b) List of sub-contractors responsible for security;
  - c) Methods used to safeguard confidential data during collection, transmission, and at rest including authentication protocol;
  - c) Data backup procedures and schedules; and
  - d) Data archiving and retrieval procedures, including methods used to periodically test data archiving and retrieval procedures.
2. The Vendor must ensure that use of the system is restricted to authorized persons and must have internal controls to monitor, detect, record or log, in order to prevent and minimize unauthorized activity. The Vendor must notify the Department, within twenty-four (24) hours, of any suspected unauthorized activity.
3. The Department is seeking a Vendor that can provide multiple methods to protect credit card information and meet PCI compliance mandates as follows:
  - a) Truncation;
  - b) Hashing;
  - c) Encryption; and
  - d) Tokenization
    - At Point of Sale
    - Upon Authorization
4. The Vendor must maintain policies and procedures on those who have access to secure data and how this access is controlled.
5. The Department is seeking a Vendor that can provide dedicated staff to monitor, respond, and assist in mitigating the Participant's (merchant's) liability in the event of a data breach. The Vendor shall comply with Section 817.5681, F.S. The Vendor shall reimburse the Department for any expenses incurred by it in notification or remediation of any security breach. The Vendor must notify the Department and affected Participants within four (4) hours of any data breaches that have occurred, might have exposed confidential information or when the Vendor's ability to conduct business has been compromised.
6. The Vendor must provide a secure data storage environment and provide details on the physical locations, e.g., buildings, rooms, storage areas, and ensure that servers are secure from physical damage.
7. The Vendor must provide access to the Participant's data upon termination of the contract, to include cancellation, termination, or expiration. The Vendor must provide the data in a format that is acceptable to the Department and identify any costs associated having access to such data in Attachment A- Price Proposal.

## **2.20 Disaster Recovery**

1. The Vendor must have a disaster recovery plan that assures business continuity for the Department and Participants. The plan must provide for full electronic payment services within six (6) hours of any disaster event. The Vendor's disaster recovery plan must include the following:
  - a) A schedule of disaster recovery plan testing;
  - b) Vendor and subcontractors roles and responsibilities;
  - c) Participants involvement in the testing;
  - d) How the Participant's data is secured in the event of a disaster;
  - e) How the Department and Participant's will be notified in the event of a disaster;
  - f) Restoration timeline to include the ability to resume standard payment services within six (6) hours;
  - g) How often the Participant's data is backed up and include a data backup schedule; and
  - h) Detailed report describing test results and remedies.
2. Disaster Recovery Staff - The Vendor must provide a list of key managers and staff to contact during a disaster. This information shall include:
  - a) Names, regular and emergency telephone numbers, and e-mail addresses;
  - b) Two additional back up contacts; and
  - c) Notification of any staff changes with thirty (30) days.
3. Offsite data storage facilities must provide:
  - a) Off-site mirrored, redundant processing to support disaster transaction processing for electronic payments; and
  - b) Locations of all offsite data storage facilities.
4. Disaster recovery plans must be updated, at no additional cost and provided to the Department and the Participants, within sixty (60) days of local, state or federal mandates.
5. Deficiencies revealed in disaster testing must be provided to the Department as a report showing that the deficiencies were resolved and changes implemented within thirty (30) days of test date. If the testing reveals a possible interruption of service or loss of data the changes must be made within 24 hours.
6. The Department reserves the right to send observers to disaster testing.

## **SECTION 3: SPECIAL CONDITIONS**

### **3.1 Response Contents and Format**

As part of the Minimum Qualifications, the Respondent must reply to all areas of Section 3. Respondents are encouraged to minimize redundancy and provide concise responses. Prepare the Response concisely and economically, providing a straightforward description of services to be provided and capabilities to satisfy the requirements of this ITN. The Responses to this solicitation are to be concise and follow the outline below:

### **3.1.1 Tab A - Cover Letter and Executive Summary– Technical Proposal**

The cover letter shall be on the letterhead of the entity submitting the Response. The letter shall be addressed to the Department's Purchasing Agent, must be dated, and signed by an individual who has the authority to bind the Respondent. The Respondent must state that it agrees to each of the Department's requirements of this ITN to qualify for selection under this ITN.

#### **Tab A-1 Respondent's Statement of Agreement**

The Letter of Certification, signed by the Respondent, must address the following:

1. A statement that the firm has operated an ePayment Services business for a minimum of ten (10) consecutive years with experience in governmental or commercial projects that are comparable in size, scope and complexity of Florida. If the Respondent is the local resident manager/representative for a nationwide company, this fact should be indicated in the certification. The local business address from which the firm operates, business telephone/cell phone number(s), and the name of a local contact person must also be included in the Response.
2. Include Respondent's certification as to the accuracy of the Response;
3. Include a statement that Respondent agrees to not seek indemnification from the Department for any costs or services;
4. If the Respondent's Response is for goods or services of \$1 million or more, the Respondent shall certify that the Proposer as a company as defined in s. 287.135, F.S., is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (See <http://www.state.gov/s/ct>);
5. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in PUR 1001 of the ITN document?
6. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in PUR 1000 of the ITN document?
7. Has the Respondent completed pricing worksheets as noted in the Price Proposal attached to the ITN Document?
8. Is the Respondent registered as a vendor in MyFloridaMarketPlace (MFMP); have proper filings with the Department of State, and eligible to conduct business with the State of Florida?
9. Has the Respondent certified its understanding and agreement with all items in Technical Sections of this solicitation, or has Respondent supplied functionally equivalent alternatives?
10. Has the Respondent certified as to the accuracy of the Response?
11. Does the Respondent possess all appropriate licenses, bonds, insurance, facilities and equipment?
12. Does the Respondent have trained professional personnel to successfully accomplish the requirements of this ITN?
13. Does the Respondent and its subcontractor's exhibit compliance with all specific industry measures of successful operations?
14. The names, titles, addresses (including e-mail), and telephone numbers of the individuals who are authorized to make representations on behalf of the Respondent?
15. Signature of person(s) authorized to legally bind the Respondent?

### **Tab A-2 Executive Summary**

Respondent shall provide an Executive Summary to be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the requirements specified in this ITN. The Respondent is encouraged to limit the summary to no more than four pages. Include at a minimum, but not limited to:

1. Experience and background in providing electronic payment services;
2. Priorities, objectives, goals, expectations and key benefits of Next Generation model solutions;
3. Assessment of industry best practices and explanation of inefficiencies identified from gap analysis;
4. Description and analysis of the various Next Generation options;
5. Statement of recommended option(s) and rationale;
6. Description of the proposed next steps;
7. Description of any known potential issues with proposed solutions; and
8. Understands the deliverables in this ITN.

### **Tab A-3 Experience and Ability to Provide Services**

1. Respondent must provide a management plan that describes the following:
  - a) Administration and Management  
Respondent must include a description of the organizational structure and the methodology to be used to control costs, provide service reliability, and maintain project schedules as well as the means of coordination and communication between the Vendor, the Participant and the Department. The Respondent must provide their approach to partnering and on-going oversight of the contract. The Respondent must provide a listing of the Respondent's locations and staffing in Florida. Provide a summary of the Respondent's ability to respond to the Department's needs for local contacts.
  - b) Corporate History and Organizational Structure  
The Respondent shall provide a description of their organization that includes the following:
    - i. Full name, address, and telephone number of the company;
    - ii. Federal Tax Identification Number;
    - iii. Company background description;
    - iv. Legal status (refers to form of business, such as corporation, LLC, etc, and the state in which the business is organized);
    - v. Location of headquarters;
    - vi. Major contract obligations; and
    - vii. Organizational chart.
  - c) Experience
    - i. Respondent must have at least ten (10) years experience in governmental or commercial projects that are comparable (100,000 to 150,000 transaction per day) to Florida in size, scope and complexity as indicated in Attachment G – Volumes, Equipment and ePayment Solutions.

- ii. Respondent shall describe three (3) or more contracts and / or projects for governmental or commercial projects that are comparable (100,000 to 150,000 transaction per day) to Florida in size, scope, and complexity as indicated in Attachment G – Volumes, Equipment and ePayment Solutions. A contract/project is acceptable as long as it has been active for at least 5 years. For each contract/project, include:
    - Title, client organization, and project reference, with telephone and email address;
    - Respondent’s role and responsibilities, identifying whether the work performed was as the primary contractor or as a subcontractor;
    - Scope of work performed;
    - Period of performance (initial and final). Explain any delay in project completion;
    - Contract value (initial and final). Explain any change in contract value; and
    - The degree to which the contract/project was successful with respect to acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project.
  - iii. Where the Respondent was a subcontractor, the narrative description must identify the primary contractor, providing the name and address for a contact person(s). Additionally, the Respondent should describe what share (%) of the total contract was assigned to the Respondent, the names of key project personnel assigned, and the time period during which the Respondent was actually involved in service delivery.
- d) Qualifications
- The Respondent must describe their qualifications and understanding of the work to be done to meet the requirements of this ITN.
- e) Client References
- i. The Respondent shall provide references for the three (3) companies described in Tab A-4 (3) (ii) on Attachment E -Client Reference Form, to be included with the Response to the ITN.
  - ii. The Form must include the client name, address (physical and email), telephone number, and contract term.
  - iii. The Department shall contact these references and investigate their comments as part of the overall solicitation evaluation process.
  - iv. The Department reserves the right to reject any bid for failure to comply with this section.
- f) Key Personnel
- All key personnel assigned to this contract shall be subject to approval by the Department.
- i. Respondent must provide the names and titles of all key personnel who will be engaged in this contract, including any subcontractors. Key roles should be defined within the proposed organizational structure and fulfill the Minimum Requirement of a designated support team for the services. The following information must be provided for each:
    - Name;
    - Title;

- Specific work or role to be performed and/or services to be provided. All personnel named for key roles shall be clearly designated as such;
  - Description of qualifications and relevant experience, functions and responsibilities that makes the proposed individual suitable for designated role on this contract;
  - Percentage of time to be dedicated to this contract if the Respondent is selected, and the number of other contracts and/or projects currently assigned;
  - Any additional information that indicates the individual's ability to aid the Respondent in successfully performing the work involved in this solicitation; and
  - Resume.
- ii. Prior to substituting any key personnel, the Vendor must notify and obtain written approval from the Department of the proposed substitution within five (5) Business Days of the Vendor's knowledge of the change. Written notification shall include documentation of the circumstances requiring the change(s) and identify proposed and / or temporary replacement(s) name, title and qualifications to assist in evaluating the impact on the contract. The Department, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.
- iii. Subcontractors may be used. However, the Vendor will be responsible for meeting the timeframes provided regardless of delays caused by a subcontractor. The Vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. If a Vendor utilizes subcontractors, the Vendor must provide the following information concerning each prospective subcontractor:
- Name;
  - Address;
  - Type of work performed;
  - Percentage of work;
- Written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.
  - The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Department's Contract Manager.
- iv. Key personnel shall include, at a minimum:
- Contract Manager - the Contract Manager must be a full-time employee who is dedicated to working with the Department on resolving day-to-day issues. The assignment of this contract manager will begin on the effective date of the Contract resulting from this ITN and will continue, uninterrupted throughout the duration of the contract.
  - Merchant Services Manager- the Merchant Services Manager must be a full-time employee who is dedicated to working with the Department on resolving day-to-day issues. The assignment of this representative will begin on the effective date of the

Contract resulting from this ITN and will continue, uninterrupted throughout the duration of the contract.

- Project Manager(s) - the Project Manager(s) will be responsible for transitions, conversions, new projects or other changes required as a part of this ITN. Minimum qualifications for a Project Manager(s) are:
  - Five (5) years project management experience; three of the past five years as the project manager for the development, implementation and/or operation of a project of comparable size and complexity as defined within this ITN.
  - Successful management of the delivery of ePayment services with a similar scope of services and volumes.
- v. The Respondent must provide the number of Florida jobs that will be created by the Vendor in performance of the proposed Contract.

g) Financial Stability

Include independent evidence of sufficient financial resources and stability for Respondent(s) to provide the services sought under this ITN. Such evidence shall include the following:

- i. Audited financial statements for the past three (3) years, if requested; to include balance sheets and income summaries or provide link(s) for electronic access;
- ii. Identify the internal and external entities that audit, regulate, and/or review the Respondent. Briefly discuss the frequency and scope of audits/attestation engagements performed during the last three (3) fiscal years;
- iii. Provide copies of any opinions or disclaimers issued by the independent auditors within the last three (3) fiscal years;
- iv. What level of management review is applied to reports resulting from audits and reviews? What level is required to implement changes to correct deficiencies noted? Provide a recent example of this process;
- v. Provide copies of the latest opinions or disclaimers issued by an independent auditor and performed in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. Additionally, provide any Gap/Bridge letters provided by the independent auditors;
- vi. Do you have an internal audit staff that regularly evaluates all controls, systems and risks associated with E-Payment services; if so, identify and explain; and
- vii. Information on any pending or threatened litigation against the Respondent.

**Tab A-4 Deliverable Requirements Affirmation of Services**

The Department has provided a listing of Deliverables/Minimum Requirements in **Attachment C**. Vendors must provide these services either directly or through an acceptable third party provider.

**Vendors must address the acceptance of each deliverable listed in this section and provide evidence of the Vendor's capability to meet each requirement listed. The Deliverable Requirements Affirmation Statement at the end of Attachment C must be signed. Performance**



**measures and financial consequences for failing to meet financial measures are subject to negotiation.**

An individual authorized to bind the Vendor to these service requirements must sign and date the Requirements Affirmation of Service. A signed copy of this exhibit with attachments must accompany submitted responses. Non-receipt of **Attachment C – Questionnaire for Technical / Scope of Work and Deliverables** will cause the Proposal to be non-responsive.

### **3.1.2 Tab B - Qualifications Requirements**

All proposals received will be screened for compliance with minimum qualifications and requirements in Section 3.1.4 Mandatory Documents and Requirements and Attachment H –Mandatory Minimum Requirements. Any proposal that does not demonstrate satisfaction of the minimum qualifications and requirements will not receive any further consideration.

### **3.1.3 Tab C - Technical Response**

Review Section 2 – Scope of Services and respond to Attachment C - Questionnaire for Technical Response / Scope of Work and Deliverables, labeled in the order in which they are numbered.

### **3.1.4 Summary of Initial Responsiveness Mandatory Documents, Qualifications and Requirements**

1. The Respondent must include an original of the Technical Response and the Price / Cost Responses. Also include **7** paper copies of the Technical Response and the Price / Cost Response and **7** digital copies (compact disks) of the Technical Response. {modifies PUR 1001 ¶ 3}
2. All Respondents must be able to completely fund all its own cost (including start-up costs) for this Contract.
3. The Technical Response must include all Mandatory Requirements listed in the ITN, and respond to all technical requirements in Attachment C - Questionnaire for Technical Response / Scope of Work and Deliverables, and must include all mandatory forms and attachments.
4. The Response must be delivered timely as specified in Section 1.2 - Timetable.
5. The Respondent has provided the requirements of Section 3, Tab A-1 Respondents Statement of Agreement;
6. The Respondents must have a minimum of ten years experience in governmental or commercial projects that are comparable to Florida in size, scope and complexity as indicated in Attachment G – Volumes, Equipment and ePayment Solutions required in Section 3, Tab A-1, 1.
7. The Respondent has provided an Executive Summary of the Respondent’s overall capabilities and approach for accomplishing the requirements specified in this ITN in Tab A-2;
8. The Respondent has provided the client references required in Section 3, Tab A-3;
9. Respondent has included documentation for the financial requirements as stated in Section 3, Tab A-3(g) Financial Stability.
10. The Respondent has accepted each deliverable and has provided evidence of the Vendors capability to meet each requirement listed and has signed the Deliverables Requirements Affirmation

Statement in Attachment C - Questionnaire for Technical Response / Scope of Work and Deliverables.

11. The separately sealed Price/Cost Response must include the proposed price and a signature by an authorized representative of the Respondent.
12. The Respondent meets the requirements for Insurance as outlined in Section 3.4.2?
13. The Respondent meets the requirements for Bonds as outlined in Section 3.4.3?
14. The Respondent has certified acceptance of all Terms and Conditions of this solicitation?
15. The Respondent complies with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Form PUR 1001 Section 7)
16. The Respondent complies with the requirement for not being placed on the Discriminatory Vendor List per s. 287.134 F.S. (See Form PUR 1001 Section 8)

Proposers are further reminded that conditions and specifications, which are considered Mandatory Requirements are expressed with the word “shall” or “must” in the description of the requirement. ITN Proposals that fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive. Responses shall be considered **nonresponsive if they contain disclaimers** in either the technical or price Response that the Response is for evaluation purposes only and should not be interpreted as a binding offer or commitment on the part of the Respondent.

### **3.1.5 Tab D Optional Forms**

Identical Tie Response (Optional)

Whenever identical solicitation Response points are received, preference shall be given to the Response certifying in accordance with Section 60A-1.011, Florida Administrative Code. It is optional to include an Identical Tie Response Form attached as **Attachment B**, if applicable to the Respondent.

### **3.1.6 Cost/Price Proposal (Separately Sealed) – Price Proposal** *(THIS INFORMATION SHALL BE SUBMITTED SEPARATELY FROM ALL OTHER SUBMISSION DOCUMENTS)*

The Price Proposal, Attachment A, must include the price proposed and a signature by an authorized representative of the Respondent.

The Respondent must provide the total price of providing services required in this ITN, Attachment A - Price Proposal. Pricing will include a detailed description of all fees and charges for all transactions, reporting, set-up, maintenance, equipment, repair, and other costs proposed. The Respondent may propose different fees for different types of transactions; however, the Respondent shall charge the same fee structure to each Participant. All fees and charges, other than Interchange Fees, Dues, Assessments, etc., shall be expressed as per unit cost. All development and transition cost shall be built into the Price Proposal, any charge for services not addressed in Attachment A - Price Proposal shall not be allowed during the contract duration, unless approved by the Department.

A worksheet with pricing scenarios is included in Attachment A - Price Proposal. Respondents are required to price one web-based transaction and include all cost, fees, etc., in order for the Department to evaluate all Respondents costs equally.

Any increase in the Vendor's fees proposed by the Vendor during the term of the contract shall be submitted to the Department thirty (30) Calendar Days before the proposed effective date of the price increase, and shall be limited to fully documented price increases to the Vendor which are demonstrated to be industry wide. The State shall have the immediate benefit of any lower Vendor fee rates provided by the Vendor during the term of the contract.

Changes in interchange, dues, and assessments may be passed on to the State with advance notice to the Department and the Participants in the same manner as indicated above.

Provide with the Price Proposal a worksheet that provides the amount of revenue expected to be generated by the Vendor under the contract for the current fiscal year, and the next fiscal year.

### **3.2 SUBMISSION INSTRUCTIONS**

#### **3.2.1 Submittal of Response**

1. Responses shall be prepared simply and economically. The Department is not liable for any cost incurred by a Respondent in responding to this solicitation. The Respondent is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.
2. The objective of this solicitation is to elicit firm contractual offers subject to negotiation. For a proposal to be responsive, the Respondent must be committed to enter into a contract based on this ITN and the Respondent's proposal. If a proposal contains language which withdraws or negates commitments to requirements of the ITN, or qualifies the proposal such that it is not a firm offer to contract under terms consistent with the requirements of this ITN, the submission shall be subject to being deemed nonresponsive and rejected. Respondents are cautioned to carefully proofread responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the proposal.

#### **3.2.2 Format and Copies**

1. The Sealed Response must be received in the Purchasing Office at 200 East Gaines Street, Larson Bldg. Purchasing Services, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in Section 1.2. All responses received by the deadline will be opened in the Purchasing Office at that time. Mark the Response package clearly on the outside with: RESPONSE NUMBER \_\_\_\_, DATE AND TIME OF RESPONSE OPENING, number of binders (as described below). Provide 7 copies of the Response. (This submission requirement replaces the submission instructions in PUR 1001 ¶ 3.)

2. The "original" Proposal will contain the originals of any documents required to be signed as part of the proposal submission (e.g., the original signed cover letter). The original Proposal as submitted should bear the following printed information on both its outside front cover and on its spine:
  - Respondents exact legal name, in which name of the contract would be awarded
  - Proposal regarding DFS TR ITN 11/12-17
  - ORIGINAL, Binder \_\_ of \_\_
3. 3-ring binder(s) just as the original, with a complete and exact duplicate of the original. For each copy, all sections may be contained in one binder clearly labeled at each section and tab. Each copy of the proposal should bear the following printed information on both its outside front cover, and on its spine:
  - Respondent's name in which the contract would be awarded
  - Proposal regarding DFS TR ITN 11/12-17
  - Copy # \_\_\_\_, Binder \_\_ of \_\_
4. Also, if Respondent asserts that some material submitted constitutes a trade secret pursuant to Section 688.002(4), Florida Statutes, Respondent shall submit a redacted version of the Response as required by ITN Sec. 3.4.4. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." Respondent shall also redact additional information otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority.

### **3.2.3 Communications**

1. Notice required by statute: Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch, between the release of the solicitation and the end of the 72-hour period following the Agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
2. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussion with any Department employee. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department.
3. During selection, the Respondent, its agents and employees will not engage in any written or verbal communication with any Department employee whether or not such individual is assisting in the selection of the Vendor, regarding the merits of the Respondent or whether the Department should retain or select the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department or the evaluation team in an effort to be selected. The selection period shall begin according to the Timetable in Section 1.2.

### **3.2.4 Clarifications/Revisions**

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for

Contract award. Failure to provide the additional requested information may result in rejection of the Response.

### **3.3 EVALUATION PROCESS**

Responses will be opened on the date and at the location indicated on the Timeline. Respondents may attend, but they are not required to do so. The Department may choose not to announce prices or release other materials pursuant to s. 119.07(1) (b), Florida Statutes. Prices will not be read at the ITN Opening.

#### **3.3.1 Evaluation Team**

An evaluation team consisting of at least three members, appointed in writing by the Department, will evaluate the Responses. Each member will evaluate the technical Response independently of the others using Evaluation Criteria in Attachment I – Evaluation Criteria.

#### **3.3.2 Determination of Conformance**

Respondents must acknowledge they meet the mandatory minimum requirements with affirmation of their compliance on the Mandatory Minimum Requirements in Attachment H in order to proceed into the detailed evaluation phase. Evaluators will verify that all mandatory technical requirements are met and addressed. Responses that meet these requirements will be accepted into a detailed evaluation phase. **WARNING:** Responses that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

#### **3.3.3 Evaluation of Responses**

1. Each team member will evaluate the Responses independent of the others and establish a competitive range of Responses reasonably susceptible of award, based on the evaluation criteria.
2. In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this ITN, including information presented during oral presentation, if required; and to this extent, each requirement for solicited information is an evaluation criterion. Responses that do not contain all the required information may be considered non-responsive and may be rejected. In its assessment of Responses, the Department will analyze the information submitted in relation to the information requirements and evaluation criteria of this ITN. The applicable provisions of the Florida Statutes and the Florida Administrative Code, will compare each Response to the other Responses submitted, and establish a competitive range of Responses that are reasonably susceptible of award. The Department may then select one or more Responses within the Competitive Range with which to commence negotiations, or may reject all Responses.

#### **3.3.4 Evaluation Criteria**

1. Response Evaluation Criteria: The criteria that will be used for determining the acceptability of the reply and guiding the selection of the Vendors with which the Department will negotiate are specified in Attachment I – Evaluation Criteria.

2. Technical Criteria: The Department will assemble an evaluation team. Each member of the team will score the responses submitted. The scoring by each Team member will be aggregated to establish an overall ranking by the Team for each category in Evaluation Criteria below. **The points shall be allocated based of the fulfillment of the needs of the Department and the Participants as indicated within this ITN.**
3. Evaluation.
  - a) The Department shall evaluate Responses against all Evaluation Criteria set forth in the Invitation to Negotiate in order to establish a Competitive Range of Responses/Replies reasonably susceptible of award.
  - b) Selected Respondent(s) will be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses, /or to enter into negotiations with the Department. Based on the clarifications, presentations and negotiations, the Department will either (i) award the contract to the Respondent who provides the best value for the Department and the State based on the selection criteria, or (ii) reject all Responses. The Department reserves the right to negotiate concurrently or separately with competing Vendor(s).
  - c) Oral Presentations: The Department may request oral presentations from any or all of the Respondents. The Purchasing Office will coordinate and conduct the presentations.

### **3.3.5 Reservations**

1. The Department reserves the right to reject any or all Responses or to waive minor discrepancies if it is in the Department's best interest to do so. The Department may, by written notice, revise and amend the solicitation before the due date for the Responses. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's reply and merge such portions into one project, including contracting with the entities offering such portions.
2. In determining Respondent's responsibility as a Vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.
3. The Department reserves the right to perform an on-site visit to the location(s) where contract services are proposed to be performed to verify information submitted in the Respondent's Reply. If the Department elects to perform such a visit, the Department will contact the Respondent to make such arrangements. Any discovery that information contained in a Reply is materially untrue will be a basis to reject a Reply as non-responsive. Information obtained in an on-site visit may be used by the Department to assist in the selection process, based on the standard of the best value for the State.

### **3.3.6 Negotiation Stage**

1. The Department may select one or more Vendors within a competitive range with which to commence negotiations.

2. Using the evaluation criteria specified above, in accordance with Section 287.057, F.S., in order to establish a competitive range of replies reasonably susceptible of award, the Department will evaluate and rank the replies and, at the Department's sole discretion, proceed to negotiate with Respondent(s) as follows:
  - a) The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the selection criteria and satisfies the applicable statutes. The Department reserves the right to utilize subject matter experts, subject matter advisors and other advisors to assist the negotiation team with reviewing the Responses according to the selection criteria. The negotiation process will also include negotiation of the terms and conditions of the contract in accordance with Sections 287.0571 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.
  - b) In submitting a reply a Respondent agrees to be bound to the terms of the General and Special Contract Conditions. Proposed solutions and Cost Proposal should assume those terms apply, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.
  - c) The Department may issue a written request for best and final offer (BAFO) to one or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:
    - i. A revised Statement of Work;
    - ii. All negotiated terms and conditions to be included in final contract; and
    - iii. A final cost offer.

The Respondent's BAFO Response will be returned to the negotiation team for review. Thereafter, the negotiation team will determine which offer constitutes the best value to the State based upon the selection criteria as described above. The Negotiation Team's decision and recommendation for award will be based the BAFO Response that the Negotiation Team has determined best meets the primary goals and the needs of the Department, and provides the best value. The Treasury Division Director will make the final determination for award after receiving the team's recommendation.

### **3.3.7 Contract Award**

1. After negotiations are conducted, the Department shall award the contract to the responsible and responsive Respondent that the Department determines will provide the best value to the State, based on the Selection Criteria. The Department may enter into a contract with the Respondent(s) who offers the best value for the State while collectively providing the array of products and services sought through this ITN to best meet the needs of Participants.
2. The Department will coordinate a contract for signature, substantially in the form attached as Attachment D – Form of Master Contract, between the Department and the successful Respondent(s), that incorporates this Invitation to Negotiate and the awarded Respondent's best and

final offer (BAFO) Response as soon as possible after the posting of the notice of award on the Vendor Bid System (VBS) website, [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) .

3. The Department is not bound to enter into a contract with the winning Respondent unless the Department is able to negotiate the conditions and price that it considers fair, competitive, and reasonable.
4. After selection of the Contractor, the Invitation to Negotiate (including addenda thereto, if any), the Proposal of the Contractor, and the executed Contract will constitute the entire agreement of the parties and will supersede any prior representations, commitments, conditions, or agreements between the parties. In the event of conflict among the terms and conditions of the various documents, the Contract shall prevail over the Invitation to Negotiate and the Invitation to Negotiate shall prevail over the terms of the Proposal. The term “Proposal” includes both the Technical and Price Proposals submitted in response hereto.
5. The Contract shall be substantially in the form attached as Attachment D – Form of Master Contract to the ITN, with only such non-substantive changes therein as shall be necessary to the orderly administration of the contract.
6. Modifications as noted in response to the Proposers' questions and any other Addenda to the ITN are incorporated into the ITN. The Department reserves the right to amend this Invitation to Negotiate by an addendum prior to the date for Proposal submission. If there are any perceived inconsistencies among any of the provisions of the ITN and its attachments, Proposers shall bring these inconsistencies to the attention of the Department prior to the submission of the Proposal.

### **3.4 ADDITIONAL CONTRACT TERMS**

The requirements of this ITN including the attached contract form shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in compliance with Rule 40A-1.002(7), F.A.C.

#### **3.4.1 Entire Contract; Order of Precedence**

The Contract document, substantially in the form attached as Attachment D – Form of Master Contract, and listed addenda, and the Contractor’s Response and in that order, state all of the rights and responsibilities of, and supersede all prior oral and written communications between, the parties. The Department objects to and shall not consider any terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s response, which are inconsistent with or contrary to the requirements, terms, or conditions of the ITN. In submitting its response, a Respondent agrees that any such inconsistent or contrary terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

#### **3.4.2 Insurance**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers’ compensation and employer’s liability insurance per Florida statutory



limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida and provide proof of coverage to the Department annually, at agreed upon time. The Contractor may address the insurance requirements by other means which adequately protect the Department, if approved by the Department.

### **3.4.3 Bonds**

1. Fidelity Bond - The Contractor shall as of the contract effective date and at all times during the contract term, maintain a fidelity bond in the amount of \$10,000,000 or otherwise provide protection satisfactory to the department. The fidelity bond will insure against computer crime among other things, and must be issued by an insurer holding a valid certificate of authority from the Florida Office of Insurance Regulation. The bond must provide coverage against intentional acts as well as negligent acts or omissions in connection with its activities under the Contract and shall name the Department as an additional named insured. The fidelity bond must be made available to inspection by the Contract Administrator, and shall not be changed, cancelled, or altered without express approval by the Department.
2. Performance Bond - Respondent must obtain a letter of commitment for a performance bond for the transition requirements of this ITN, from a bonding company and submit it with the reply. The amount of the performance bond must be equal to \$10,000,000. The actual performance bond must be obtained from the bonding company and provided to the State as of the contract effective date and at all times during the transition term / period. A Respondent's failure to provide the letter of commitment, within the required time, will cause the State to reject the Reply.

If the Vendor fails to satisfactorily perform the transition, the bonding company that provided the performance bond will be required to assist the Department in obtaining the services provided herein as directed by the Department. The Department reserves the right, if services are unsatisfactorily performed, to require full payment of the bond.

### **3.4.4 Public Records**

1. Sealed bids, proposals, or replies filed in response to this competitive solicitation are temporarily exempt from public record requests. Pursuant to s. 119.071(1)(b), Florida Statutes, these Responses are exempt only until the agency provides notice of an intended decision or until 30 days after

opening the bids, proposals, or final replies, whichever is earlier. Notwithstanding any contractual provisions to the contrary, the Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of chapter 119, Florida Statutes, the Public Records Act, and Article I, s. 24 of the State Constitution. As such, upon receipt of a request to inspect or copy a Response to this competitive solicitation, the Department will make Responses to this competitive solicitation that are no longer exempt pursuant to s. 119.071(1)(b), Florida Statutes, available for inspection or copying upon receipt of a public record request as required by chapter 119, Florida Statutes, the Public Records Act, and Article I, s. 24 of the State Constitution.

2. **Confidential Trade Secret Information:** The Department does not solicit or desire a Respondent's trade secrets to be included as part of a Response to this procurement. Pursuant to section 812.081, Florida Statutes, a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in section 812.081, Florida Statutes, Respondent shall file a notice of trade secret with the Department that puts the Department on notice that Respondent has included trade secret information in its Response. Furthermore, if a Respondent reserves the right to assert that a portion of its response is a trade secret, Respondent shall provide the Department with an additional copy of its Response that has been redacted to conceal only that information that Respondent claims to be a confidential trade secret meeting the definition of a trade secret as provided in section 812.081, Florida Statutes, and is clearly identified as having had trade secret information redacted.

**FAILURE TO PROTECT A TRADE SECRET AS DESCRIBED ABOVE SHALL CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY AND THE DEPARTMENT MAY RELEASE THE REQUESTED DOCUMENT IN RESPONSE TO A PUBLIC RECORDS REQUEST.**

If a public record request is made for a Response to this competitive solicitation, the Department will notify the Respondent of such request if Respondent has provided the Department with a notice of trade secret. If the Department receives a public records request related to the Response, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Any prospective vendor acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed that no right or remedy for damages arises from any disclosure. (Modifies PUR 1000 ¶33 and PUR 1001 ¶19). Respondent shall retain such records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at:

[http://dliis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dliis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm)).

### **3.4.5 Modification of Terms**

Any terms and conditions that the Contractor provides that attempt to modify the Contract or add additional restrictions of usage, license conditions, or requirements have no effect and are not

enforceable under the Contract (modifies PUR 1000 ¶42). Any proposed software license agreement, service level agreement, or any other draft agreement submitted in the Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:

- a) are inconsistent with Florida law,
- b) exclude, prohibit, or negate other contract documents,
- c) subject the State of Florida to the jurisdiction of another state, or
- d) provide that the State will indemnify the contractor or any other person.

### **3.4.6 MyFloridaMarketPlace**

Unless exempted under Rule 60A-1.030-.032, each vendor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%), on its payments under a Contract, which must be remitted within 40 days after receipt of payment for which such fees are due or the vendor shall pay interest at the rate established under Sec. 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000 ¶14).

### **3.4.7 Electronic Accessibility**

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

### **3.4.8 Nonexclusive Contract**

This procurement will not result in an exclusive license to provide the services described in this ITN or the resulting contract. The Department may, without limitation and without recourse by the Contractor, contract with other Vendors to provide the same or similar services.

### **3.4.9 Security, Confidentiality and PCI**

1. Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Department in performance of this Contract. The Contractor shall provide notice to the Department and affected Participants within four (4) hours, in the event it becomes aware of any security breach and any unauthorized transmission of data or of any allegation or suspected violation of security procedures of the Department, and affected Participant. Except as required by law or legal process, and after notice to the Department and Participant, Contractor shall not divulge to third parties any confidential information obtained by Contractor, its employees, subcontractors or agents in the course of performing the Services. Contractor shall not be required to keep confidential information that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information or information that is otherwise obtainable under state law as a public record.
2. Providers under contract with the Agency are required to comply with all the Department's policies, procedures and guidelines governing security including AP&P 4-03, Information Technology

Security Policy, or more stringent security standards if applicable, e.g. PCI Data Security Standards (DSS). The contract shall identify the security requirements applicable to the contract as network access or on-site access to physical resources such as servers.

3. The Contractor shall ensure all access is promptly terminated for every Provider staff upon completion of assignments.
4. The Contractor is responsible for security of all Contractor services outlined within the Contract and Participation Agreement. Data containing any confidential or exempt information shall be readily identifiable. The Contractor will initiate internal procedures as defined by the Contractor's security policies.
5. "Data" means any data or information of or concerning the State, the Department or Participants that is provided to or obtained by the Contractor or Contractor Personnel in connection with the negotiation and execution of the Contract or the performance of the Contractor's obligations under the Contract, including any such data and information that either (i) is created, generated, collected or processed by Contractor Personnel in the performance of the Contractor's obligations under the Contract, including data processing input and output, Performance measurements, asset information, reports, third party service and product Contracts, and the Contractor's charges to the Participants or (ii) resides in or is accessed through the Participant's operating environment or the Contractor's Service delivery infrastructure; as well as any data and information derived from the foregoing.
6. The Vendor shall be responsible for safeguarding all stored data, particularly files that contain cardholder information, so as to be compliant with PCI Data Security Standards (DSS), individual Card Brand Regulations and state or federal laws. The Vendor must be compliant with all relevant PCI DSS and specific Card Brand Regulations. The Vendor must comply with PCI / DSS in the proposed system(s) to comply with this Contract. The Vendor will only use PCI compliant hardware and software for this Contract and its Participants, transmit, store and process cardholder data related to transactions in compliance with the PCI/DSS.
7. Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract.
8. No Department or Participant data or information will be transferred or stored offshore or out of the United States of America.
9. Access to DFS data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the Department.
10. Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related

to Contractor's breach of data security or the negligent acts or omissions of Contractor related to this subsection.

11. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

#### **3.4.10 Background and Employment Eligibility Verification**

1. Under the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website:  
[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
2. The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program upon hiring new employees during the term of this Contract. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
3. Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.

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

#### **3.4.12 Scrutinized Companies Certification**

As provided in section 287.135, Florida Statutes, the Department may at its option terminate the Contract immediately in the event the Vendor as a company as defined in such statute, is found to have submitted a false certification as provided under s. 287.135 (5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### **3.4.13 Duty of Continuing Disclosure of Legal Proceedings (Information Regarding Litigation or Regulatory Action)**

1. Provide a statement fully describing any investigatory or regulatory action that has been undertaken and/or filed against your firm or any of your affiliated subcontractors (that will be associated with performing any of the duties or responsibilities contemplated by this ITN) in the last three years. Additionally, describe any litigation that has been filed against your firm or such subcontractors. If an action has been filed, please identify the court, administrative tribunal, or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been taken against your firm or subcontractors, provide a statement to that effect.
2. A regulatory investigation, dispute, action, or other litigation shall be a basis for rejection of a Response if the Department determines that such a circumstance poses any risk that the Vendor may be compromised in its ability to perform the services sought in the ITN, or would tend to undermine the public trust, or would cause a lack of confidence in the propriety of the Respondent, or would otherwise result in a perceived detriment to the State.

#### **3.4.14 Auditing and Compliance Standards**

The Vendor must maintain accurate and complete financial records of its activities and operations relating to this Contract and Participation Agreement, complete books, documents, accounting records and other evidence, that specifically relate to this Contract, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make available to the Department, upon reasonable request, during the term of this Contract and for a minimum period of seven (7) full years after completion of the contract obligations or from the date of final payment under this Contract, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required seven-year period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the Department upon request. Upon reasonable notice, the Vendor shall permit the Department and any Participating entity, participating in the funding of this Contract, or any of their duly authorized representatives, to enter the Vendor's offices, during regular Business Hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that are kept, maintained or possessed by the Vendor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

#### **3.4.15 No Advertising or Endorsements**

The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner that the Department recommends or endorses the Contractor.

#### **3.4.16 Export Control**

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

### **3.4.17 Authorization of Business Third Parties to Access State Data**

The Department hereby authorizes the Contractor to provide access to Business Third Parties, and individuals directly or indirectly accessing the State Data on behalf of Business Third Parties, to the State Data and the Contractor represents that such access shall be in accord with the following: (i) each Business Third Party shall respond affirmatively to nondisclosure requirements protecting the Department's Confidential Information as set forth in an Nondisclosure Acknowledgment; (ii) all Business Third Parties accessing the State Data shall be licensed as Named Users; (iii) Business Third Parties are expressly limited to screen access to the State Data; (iv) in no circumstances may Business Third Parties have access to modify State Data; (v) in no circumstances shall Business Third Parties Use the State Data in their operations or management of the business of such Business Third Parties; and (vi) such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

The Department will assist the Contractor in resolving software malfunctions by providing the Contractor: temporary remote electronic access to the Department's system (within the parameters allowed by the Department's Project Management Office) for the sole purpose of conducting maintenance in accordance with the Contract; information and evidence of the malfunction; and appropriately qualified personnel available to answer questions and perform remedial functions.

### **3.4.18 Functional Equivalents and Substitutions**

The Respondent shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine in its sole discretion whether a product is acceptable as an equivalent.

Minimum Qualifications for acceptance of substitutions:

- The substitute item shall meet or exceed the applicable requirements and specifications set forth in this ITN.
- Any substitute item shall be compatible with the existing deliverable at the time the substitute is proposed for use.
- The substitute item or service shall have the capacity and performance characteristics equal to or better than those of the item it is to replace.
- The substitute item or service shall offer the same or increased functionality as the item it is to replace.
- The substituted item must be approved, in advance, by the Department.

With any commodity offered as an equivalent, the Respondent must certify that it has consulted with the manufacturer and can represent it is not scheduled to be discontinued by the manufacturer within the next year; and if the manufacturer does discontinue the commodity, the Respondent shall certify that it will replace such part at no cost to the Department.

### **3.4.19 Contractor Financial Requirements and Responsibilities**

The Department considers the Vendor(s) to be the sole contractor with regard to all provisions of the reply, and contract period. In the event, the Respondent's reply includes hardware and or software manufactured by another manufacture or supplier, it is mandatory for the contractor to assume full responsibility of delivery, installation, maintenance, and support services for such items offered in the reply.

### **3.4.20 Best Pricing Offer**

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

Attachment O - Vendor Affidavit is required yearly for contracts with this clause.



**ATTACHMENT A**  
**Price Proposal**

The Vendor will invoice each Participant for per item fees presented in this Cost Proposal. If no fee will be assessed for items in the Pricing Schedule indicate the reason in the Fee Amount Column as follows: “No Charge”, “Pass Through”, “Not Provided” or “Other – Describe”.

The Vendor must prepare the **Price Proposal and Price Proposal Worksheet** Tabs in the attached document. Failure to complete **both** Tabs will cause the Respondent’s proposal to be deemed non-responsive and returned to the Respondent.



Attachment A Price  
Proposal .xlsx

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Response and certify that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the ITN, including but not limited to, certification requirements.

**Respondent’s Name:** \_\_\_\_\_  
(Company Name)

**Respondent’s Address:** \_\_\_\_\_  
\_\_\_\_\_  
(City, State, Zip)

**Respondent’s Phone Number:** \_\_\_\_\_

**Respondent’s E-Mail:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Authorized Representative’s Name:** \_\_\_\_\_  
(Please Print)

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

## **ATTACHMENT B**

### **Identical Tie Response Certification**

Preference shall be given to the Vendor, in the event of identical tie Responses, who (check the applicable block) certifies one or more of the following:

- A. The response is from a certified minority-owned firm or company;
- B. A veteran-owned business certified according to Section 295.187, F.S.
- C. A Florida-based business having at least one of the following characteristics:
  - 1) Fifty-one percent of the company is owned by Floridians; or
  - 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
  - 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.
- D. The response is from a Florida-domiciled entity;
- E. The commodities are manufactured, grown, or produced within this state;
- F. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.
- G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a solicitation Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie solicitation Responses will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
  - 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
  - 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United

States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

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

**Authorized Signature:** \_\_\_\_\_

## ATTACHMENT C

### Questionnaire for Technical Response /Scope of Work and Deliverables

#### SECTION 1: Questionnaire for Technical Specification / Scope of Work

This Questionnaire for Technical Specification / Scope of Work contains minimum requirements; each Respondent is encouraged to provide additional details on all services described below that are provided with their solution.

##### C.1 ePayment Solutions and Design

1. The Vendor should provide a conceptual system design and design documentation for the proposed solutions described in Section 2.1. The design documentation should include, but is not limited to, data and process models; and should include both a graphic and narrative component for each form, report, interface, conversion, and enhancement. All business rules and work flows should be documented in detail.
2. Describe how you will transition existing ePayment applications and their available electronic payment options.
3. Describe how you will provide ePayment services for ePayment solutions and Merchant services, to include POS operations for Agency and Local Government Participants.
4. Describe their suite of electronic payment options available that allows for payment of goods and services via the internet, by telephone and/or at point of sale, using a Credit Card, Debit Card or a credit/savings account.
5. Describe how you plan to convert the multiple Agency Participate ePayment applications into an internet Enterprise ePayment Solution. The Respondents plan should describe how standardize transitioned and new ePayment implementations will simplify future conversions for ePayment services including the impact to Agency Participants business systems.
6. Describe how you will handle Agency Participants that are unable to transition to an enterprise solution.
7. Describe how you will transition Local Government Participants currently utilizing the ePayment contract.
8. The Respondent agrees that Local Government Participants are covered under this contract and agrees to work independently with them in selecting the best services to meet their business needs.
9. Describe how your solution(s) will accommodate the following ePayment operations for the Department of Revenue:
  - a) Provide a single end of day file containing all transactions (ACH and debit/credit card) received via all options utilized by the DOR. Attachment K – Department of Revenue Business Applications and Flows
  - b) Provide the DOR with a copy of the NACHA formatted file sent daily to the ACH network.
  - c) Accept and initiate varying standard entry class codes (SEC) such as CCD, PPD, TEL, WEB, CTX, IAT, etc.
  - d) Accept and initiate a zero dollar transaction with remittance data (not a pre-notification).

- e) Accept transactions from bank accounts stored in the “negative database” as referenced in 2.4 Electronic payment Transaction Types.
  - f) Provide the DOR and its customers the ability to cancel via the Internet and gateway a previously scheduled payment.
  - g) Provide the DOR and its customers the ability to inquire via the Internet and gateway about a previously scheduled payment.
  - h) Accept a data file containing user/customer information which may be used for account validation on fully hosted payment solutions.
10. Describe your ability to contract with a third party vendor who hosts many of the DOR’s payment applications to collect payment transactions throughout the day and send batch files containing ACH instructions as well as pertinent customer information. Vendor requirements specific to this process are as follows:
- a) Receive multiple batch files at the end of each business day. On a peak day (1-2 times per month), a file may contain 35 - 40 thousand individual transactions. Each file contains multiple batches. Each batch contains transactions expected for a specific effective date (scheduled) as indicated in Attachment K– Department of Revenue Business Applications and Flows
  - b) Complete acceptance of transactions received via batch file prior to beginning the end of day process. Batch files are currently sent from 5pm ET to 8pm ET.
  - c) Send an acknowledgment for each batch file. Each acknowledgment must contain the number of accepted transactions, total dollar amount of accepted transactions and list any rejected transactions individually with the reason for rejection.
  - d) Accommodate holiday schedule in Attachment L – Holiday Schedule for processing transactions which may differ from the holiday schedule observed by the Federal Reserve.
  - e) Convert effective dates in batch files to applicable processing dates to insure transactions are sent through the ACH network to accommodate expected effective dates.
11. Describe if and how your system can provide partial gateway services to interface with the Department of Revenue’s One Stop Business Registration portal.
12. Describe how your solution(s) will accommodate the ePayment operations for the Department of Transportation Florida Turnpike Enterprise / SunPass using their current payment processor. The current payment gateway uses standardized APIs (Application Programming Interface) allowing SunPass to change payment processors at any time.

## **C.2 Next Generation Solutions**

The Respondent should describe next generation solutions or options that are not included in this ITN. Include costs related to these services in Attachment A - Price Proposal.

## **C.3 Electronic Payment Processing Types**

1. Internet
  - a) Describe how you will provide for processing internet payment transactions.
  - b) Describe how you will process the following transaction types over the internet:

- i. America Express, Discover, MasterCard, Visa Debit and Credit Cards
    - ii. ACH / Electronic checks
  - c) Participants currently maintain accounts that permit customers to automatically replenish account balances. Describe your solution for accepting payments for automatically-replenishing accounts using a payment card and /or ACH.
2. Point of Sale
- Describe how you will process payments through a POS environment and provide compatible equipment and software to include:
- a) The length of time required to implement the service from the date of request.
  - b) Requirements for the delivery, setup, and support of all needed equipment and supplies
  - c) Equipment replacement timeframe for both purchased and leased/rented equipment.
  - d) How you will exchange POS equipment if your solution does not support the existing equipment currently utilized and the financial impact to Participants.
  - e) Describe needed software and how it will be provided.
3. Interactive Voice Response
- Describe how you will provide the following IVR System capabilities:
- a) Toll-free capabilities
  - b) Touch-tone capabilities
  - c) Speech recognition capabilities
  - d) Twenty-four (24) hours a day, seven (7) days a week availability.
  - e) How the IVR interacts with a Participant's business systems and associated data bases
  - f) Available languages offered
  - g) Ability to transfer Participant's customers to
    - i. A Participant's customer support call center
    - ii. A Vendor's customer support service representative
    - iii. Equipment required, if any

#### **C.4 Electronic Payment Transaction Types**

- 1. Debit and Credit Cards
  - a) Describe how you will accept and process all credit and / or debit payment card types with the appropriate American Express, Discover, MasterCard and Visa logos, or other mutually agreed upon payment card brands and provide information on other payment card brands supported. If you do not accept and process Credit and/or Debit Cards, you must provide details on how you intend to handle such transactions and explain any contractual and working relationships with sub-contractors.
- 2. Electronic Check/ACH Payments
  - a) Describe how your system will process electronic check and ACH transactions and how your system can reduce the number of returns caused by invalid bank account numbers and ACH blocks.
  - b) Describe if and how your solution will support Internet eCheck guarantee services.

- c) Describe how your solution can prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's (or a negative database) and check for duplicate payments by verifying the check number, payment date, and account number.

### **C.5 Other Electronic Payments**

The Respondent should describe additional electronic payment types or methods that are available in the industry that are not included in this ITN and describe in detail how these services can be utilized by Participants. Include costs related to these services in Attachment A - Price Proposal.

### **C.6 Payment Card Processing, Authorization and Settlement (including ACH)**

1. Describe the method used for processing and settling payment card and ACH transactions twenty four hours a day, seven days a week and provide a detailed transaction flow to include connection access points, data transfers, and the identification of third party provider touch points.
2. Provide a list of all certified processing platform options that can be utilized to process transactions.
3. Can you currently settle American Express transactions or have plans to do so in the future?
4. Provide examples of payment settlement details available on all transaction types processed; e.g., Deposit settlements, refunds, chargebacks, and/or adjustments.
5. Confirm your ability to settle payment card funds within 48 of authorization and deposit funds into a Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes (F.S.) and provide process flows and timelines for when a Participant banks with Respondent's settlement bank or another bank.
6. Describe your ability to deposit funds into designated accounts for Department approved Agency Participants or into designated accounts for Local Government Participant.
7. Describe your method of assigning and recording a transaction confirmation number for authorized and settled transactions for the following:
  - a) Identifiers available, e.g. confirmation number, batch number, etc.;
  - b) Transaction numbers that will be provided to the Participant's business application;
  - c) Methods available for accessing the data; and
  - d) Availability of data in real-time or next day.
8. Describe your ability to provide multiple cut-off times to accommodate batching and settlement requirements and specify the cut-off times for each payment type.
9. Describe your ability to extend cut-off time to complete the processing of batch submissions to eliminate split settlements.
10. Describe your ability to assign or accept unique numbers allowing for the identification of a transaction.
11. Provide performance and scalability details for the following:
  - a) Credit Card authorizations per hour
    - i. Mid-range volume (specify response time);
    - ii. Peak volume (specify response time); and
    - iii. Latency at Point of Sale (for hosted solution only).

- b) Settled transactions per day
    - i. Mid-range volume (specify processing duration); and
    - ii. Peak volume (specify processing duration)
  - c) Maximum users on the solutions interface; and
  - d) Maximum volumes that can be authorized and processed at one time.
12. Describe how you will provide and support the following authorization, settlement and fraud prevention methods:
- a) Card Verification Value (CVV2), voiding and reversing charges without a CVV2 code match;
  - b) Address verification, voiding charges with an address mismatch;
  - c) Account updater for Credit Card expiration dates (sending updated expiration dates on current Credit Cards that are on file with Merchant);
  - d) Configurable limit fields allowing Merchant to set upper and lower charge amounts;
  - e) Automatic detection and avoidance of duplicate authorizations, refunds and settlements;
  - f) Refunds verified against original authorization (existence and amount);
  - g) Automatic detection of high-risk activity (multiple authorizations on same day and high dollar amounts);
  - h) Merchant Services support for answering fraudulent inquiries; and
  - i) Automated settlement notification, error checking and alerts.
13. Describe your batch sizing capabilities, options and limitations for single batch settlement processing. A Participant may recognize a reasonable batch size as, more than 99,999 transactions.
14. Describe your ability to provide a split settlement.

### **C.7 Payment Card Settlement Reconciliation**

1. Describe details contained in your Daily Settlement Reconciliation File and how it will enable the Department and /or the Participant to reconcile settlement amounts.
2. Describe your ability to provide the Department a daily reconciliation file containing all Agency Participants settlement detail, including file transmission, at no cost to the Department.
3. Describe your ability to provide a separate daily settlement reconciliation file, upon request to individual participants.

### **C.8 Payment Card Chargebacks, Refunds and Adjustments and eCheck /ACH Returns**

1. Describe how you will adhere to all chargeback rules and regulations published by payment card brands that have been approved by the Department.
2. Describe and provide a detailed process flow of your chargeback process from the time the Respondent is first notified through final resolution; at which time, the item is successfully resolved or the item has been charged back to the Participant.
3. Describe the functionality of your web-based chargeback tracking/resolution tool including, but not limited to, viewing chargeback details, reports available and responding to inquiries.
4. Describe process for tracking misapplied customer refunds and adjustments.



5. Describe your process for providing real-time purchase alerts for past NSF activity including internet check warranty services.
6. Describe on-line transaction access for returned eCheck/ACH payment information.
7. Describe how you will debit the Participant's designated bank account for chargebacks.
8. Describe your ability to provide a dashboard that contains reporting requirements.

### **C.9 Reporting and Query Requirements**

1. Describe how reporting and query tools for Merchant Services and ePayment Solutions will provide for the following:
  - a. Electronic accessibility through the Internet and downloadable in a variety of formats, e.g. CSV, etc., through the Participant's web-browser or securely interfaced into their business system and contain sufficient detail to reconcile payments;
  - b. User defined reporting and query capability in a detailed hierarchical structure at the Department/State, Participant, Division and Project/Application level, to include Merchant, multiple Merchants, terminal IDs, and other settlement identifiers;
  - c. Ad hoc query capability with the option to save query for future use. Reporting and queries must be available by date ranges: daily, weekly, monthly, quarterly, and annually and contain specific data fields;
  - d. Five (5) custom (non-delivered) reports at the discretion of the Department at no charge. Pricing for additional custom reports above the five (5) requested herein must be included in Attachment A -Price Proposal;
  - e. Restrict access to electronic reporting and inquiry through administrative rights, password protection, or other processes by Participant;
  - f. Transaction details for chargebacks, refunds, adjustments, and statuses;
  - g. Detailed and summarized transaction data for 18 months;
  - h. Transaction volumes and amounts, returns, etc., rolling up to designated hierarchical levels by/for:
    - i. Card Type;
    - ii. Location; and
    - iii. Payment Types.
  - i. Query and drilldown in real-time from summary data to the details;
  - j. Real-time web reporting of transactions from authorization through payment and reconciliation allowing the participant the ability to track each authorization including declined authorizations, detections of duplicate authorizations, multiple same day high dollar amount authorizations, and refunds through the gateway batches sent for processing to the merchant bank to the time the funds are distributed; and
  - k. Dashboard for required reports that are due to the Department at or within the agreed upon times.
2. Provide samples of each standard report that is included with your service.
3. Describe your ability to perform analyses and comparisons of the following:

- a) Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc., by Participant.
- b) Trends of previous interchange rates as compared to new rates.

### **C.10 Convenience Fees**

1. Describe how you will inform the Department and the Participants of changes in the convenience fee environment, as dictated by the payment card industry, and make recommendations to ensure that the Department and Participants remain in compliance with all state and federal laws and rules; and individual Card Brand regulations.
2. Describe your ability to provide for the charging of convenience fees on transactions and the ability to combine and/or split transactions.

### **C.11 Billing**

1. Describe your ability to provide monthly billing / invoicing of fees to each Participants, the Department does not view chargebacks, refunds, adjustments and / or electronic check returns as billable fees.
2. Provide examples of Participants invoices resulting from contractual payment activity processed for the month.
3. Describe your ability to provide Merchant level billing at each terminal ID number or location enabling the Participant to identify associated expenses.
4. Describe your ability to provide invoices rolling lower level costs up to the highest level within the Participant's organization.

### **C.12 Customer Support Service**

1. Describe how you will provide the following customer support services for ePayment Solutions and Merchant services, to include POS operations:
  - a) Account management support for payment processing, invoicing and training of Participants;
  - b) Ability to access real-time transaction information;
  - c) Qualified support staff in adequate numbers and locations to meet the needs of the contract;
  - d) Additional customer service/account managers during large system changes or when Participants have unexpected issues that need to be addressed timely;
  - e) Reports to the Department and or the Participants to enable monitoring of customer and support service activities; and
  - f) Escalation procedures for Participant issues.
2. Provide your historical customer service response times in relation to national standards.
3. Provide sample reports used to monitor customer support service level activities.

### **C.13 Participant Training and Consultations**

Training and consultation must be part of the pricing consideration. Describe how you will provide the following training and consultation services for all facets / areas of your ePayment Solutions and

Merchant Services, including POS operations.

1. Department and Participant Training services include:
  - a) A training program that will keep the Department and the Participants informed and up-to-date on current Card Brand regulations, Payment Card Industry requirements and state and federal electronic payment regulations;
  - b) Point of Sale equipment installation and use;
  - c) Participant ePayment solutions; and
  - d) Reporting tools.
2. Department and Participant Consultation services include:
  - a) Providing information on innovative changes / additions to the system that will increase the efficiency and / or reduce the expenses; and
  - b) Weekly on-going consultations with the Department to remain informed and up-to-date on contract issues and / or on-going projects.

#### **C.14 Electronic Payment Equipment and Software**

1. Describe how you will provide PCI approved POS equipment and software (purchase, lease or rental basis) for processing electronic payment transactions.
2. Describe how you will inform and provide software upgrades and installation support for POS equipment.
3. Describe how you will replace existing POS equipment and software if not compatible with your solution. Replacement costs must be included in Attachment A – Price Proposal.
4. Describe how faulty or damaged equipment will be repaired and/or replaced including how quickly service can be provided and how quickly equipment and/or software can be replaced.
5. Describe how you will provide supplies to Participants for terminals and printers.

#### **C.15 Electronic Payment Project Management**

All appropriate costs related to the transition must be included in Attachment A - Price Proposal.

1. Contract Transition
  - a) The Vendor will be transitioning Agency and Local Government Participants. Describe how you can provide separate project plans that will accommodate both of these entities.
  - b) Provide a detailed description of your last comparable transition and include the specific details of the problems that occurred and resolutions implemented.
  - c) Describe the transition planning process and how you will transition the current ePayment collection solutions, described in Section 2.15 - Electronic Payment Project Management, on a prearranged and agreed to plan while maintaining existing performance.
  - d) Given the volumes in Attachment G – Volumes, Equipment and ePayment Solutions, how long do you expect the transition period to last, to include planning time?
  - e) Describe your plan to provide a PMP certified Project Manager that will have overall responsibilities for the successful transition of Agency Participant-Level and Local Government projects.

- f) Describe your method of communication with Participants and the Department's management team.
  - g) Describe your ability to provide a project management plan detailing the strategy for transitioning the existing ePayment solutions.
  - h) Describe your ability to provide a first draft of the detailed transition Project Work Plan, within twenty five (25) days after Contract execution and the final detailed work plan within forty-five (45) days after Contract execution.
  - i) Identify risks, issues and opportunities related to this ITN.
  - j) How will you handle change management issues and the costs associated with these issues?
  - k) Describe status reporting and presentations that will be provided during the transition.
  - l) How will the Respondent ensure sufficient control during the transition period to assure that the process is successfully completed in both an accurate and timely manner?
  - m) Are you currently involved in, or planning any major system changes, acquisitions, or transitions? Explain your involvement and include the potential impact to this Contract.
  - n) At what point will you consider a transition to be deemed complete?
  - o) Describe how you will provide sufficient resources to transition the existing ePayment solutions.
  - p) Do you accept responsibility for the planning and implementation of this transition?
  - q) Identify the members, including the team leader to be assigned to the Department and Participants during transition.
  - r) Has the transition team leader worked on a transition similar in size during the past five (5) years, if yes, provide details?
  - s) Will the transition team be different from the key personnel team? If the transition team is different, when will the key personnel become actively involved?
  - t) Describe the Department and the Participants responsibilities and the resources required of them during the transition process.
  - u) Identify additional transition training needed for the Department and the Participants?
  - v) Describe the ability to provide a transition close-out summary of each Participant-Level project which shall include at a minimum:
    - i. A description of the solution(s), project timelines, obstacles, and lessons learned;
    - ii. Issues identified during transition and how they were resolved; and
    - iii. A complete list of any product upgrades, modifications, and/or enhancements requested but not available.
  - w) Describe your formal software system development methodology in performing the transition.
  - x) Describe how you will comply with the transition requirements in Section 2.1 for the Department of Revenue.
  - y) Describe how you will comply with the transition requirements in Section 2.1 for the Department of Transportation Florida Turnpike Enterprise / SunPass.
2. New Participant-Level Project Implementation Management (Ongoing)

- a) Describe how you will keep the Participant’s and the Department informed on the status of each Participant-Level project, ensuring that once the project has started it will be kept on schedule or providing documentation on any issues surrounding the project or the project timeline.
- b) Describe your ability to provide a Project Manager for each Participant-Level project; e.g., conversion or expansion of existing projects or implementation of new system projects.
- c) Describe your ability to provide a project work plan for each new Participant-Level project to include a schedule of all activities, tasks, and deliverables from the date of the initial meeting through successful testing and implementation to final sign-off by the Participant. Your response at a minimum should include the following:
  - i. Project management methodology with emphasis on how its proposed approach and methodologies will ensure overall project success;
  - ii. Use and maintenance of project work plans through the duration of the project;
  - iii. Planning, coordinating, and implementing each new project, including the specific tool or software to be used;
  - iv. Project documentation throughout the life cycle of the project;
  - v. Availability of sufficient resources to effectively monitor and report project progress at a task level; and
  - vi. Documentation throughout the project, to include the scenario of a project being placed “on-hold”.
- d) Describe your change order request plan process, including how changes will be implemented and priced during these stages; (1) the Participant has approved the requirements before the development begins, (2) changes identified during testing and (3) changes identified after production. Change order request pricing must be included in Attachment A – Price Proposal
- e) Describe how you will provide a Participant-Level close-out summary for projects to include:
  - i. The purpose of the project, project design and solution details, project timelines, obstacles, and lessons learned.
  - ii. Information on any product upgrades, modifications, and/or enhancements requested, but not available.
  - iii. Enhancement list and how enhancements will be incorporated into future products and services.

**C.16 Payment Card Industry / Data Security Standard Certifications and Requirements**

1. Describe how you will safeguard electronic payment data during transmission, processing and storage, so as to be compliant with PCI Data Security Standards (DSS), individual Card Brand Regulations and state or federal laws.
2. Describe hardware and software used to transmit, process, and store cardholder data related to transactions in compliance with the PCI/DSS.
3. Describe your compliance process and proof of compliance, including certifications with PCI / DSS and specific Card Brand Regulations. Specify the qualified assessor (QSA) utilized to assess compliance and provide an Attestation of Compliance (AoC).

4. Describe your ability to meet the following requirement:
  - a) Ten (10) years experience processing and storing payment card transactions through major payment card processing networks.
  - b) Providing expertise and guidance in meeting current or future PCI requirements. These services will be at no charge and will include, but not be limited to the following:
    - i. Providing the Department and Participants with a plan at the Participant project level to achieve PCI compliance and make specific recommendations to ensure PCI compliance is maintained;
    - ii. Participating in PCI-related meetings and conference calls; and
    - iii. Provide a PCI outreach / awareness program to educate and inform the Participant on the importance of PCI and any changes / clarifications of the security standards.

### **C.17 Management Escalation Procedures**

Describe your escalation procedures that include a detailed communication plan to all parties; e.g. Participant-Vendor, Vendor-Department relationships.

### **C.18 Systems Requirements and Testing**

1. Provide ePayment data items processed and/or transmitted and your accuracy level percentages for each item as compared to industry standards.
2. Describe how you will provide the Participant with secure and up to date processing systems and equipment to include secure network connectivity:
  - a) to support direct leased lines;
  - b) site-to-site secure Virtual Private Networks and IP-Address filtering and blocking; and
  - c) properly maintained systems.
3. Describe how or if your system will provide twenty four hour / seven day a week availability to process transactions, including times of system maintenance and or upgrades, changes, and disasters without transaction processing interruptions.
4. Describe how you will provide and notify the Department and Participants of required software repairs, service modifications and maintenance schedules required to maintain and support operations as a part of the normal course of business.
5. Describe your testing and production environments to include if and how the testing environment aligns with the production environment, including all external connections, firewalls, and number of server environments.
6. Describe your testing phases from initial unit testing to production and how it is monitored to meet targeted production date.
7. Describe your data security technologies that provide for the confidentiality and integrity of information during data transmissions, e.g. HTTPS, 128-bit SSL, etc.
8. Describe your knowledge and use of web application standards specific to web-based technologies for application programming interfaces, e.g., OWASP and OASIS standards. Indicate your

willingness and ability to provide the Department with an annual letter of certification stating that their program interfaces use secure web application standards.

9. Describe your use of the following Software Hosting Options:
  - a) Self-managed;
  - b) Migration path to a processor hosted solution;
  - c) Processor hosted; and
  - d) Hybrid (define in a narrative).

### **C.19 Data Management and Security**

1. Describe how you will operate and manage your systems consistent with ePayment and Merchant service industry standards.
2. Describe the annual evaluations of your systems and your provision to provide, to the Department, an annual report of the evaluation and the evaluation results within sixty (60) days of the evaluation date.
3. Describe security standards in place, including information on the security standards of sub-contractors; indicate security responsibility at each level.
4. Describe how you will safeguard all confidential data using data encryption during collection, transmission, and at rest to include authentication protocol.
5. Describe your data backup procedures and schedules for the backup.
6. Describe data archiving and retrieval procedures, including methods used to periodically test data archiving and retrieval procedures.
7. Describe your internal controls used to monitor, detect, record or log, prevent and minimize unauthorized activity.
8. Describe policy and procedures on who has access to secured data and how this access is controlled.
9. Describe how you will notify the Department and Participants of data breaches and / or if the ability to conduct business has been compromised, including a timeline and the manner in which the Respondent will notify the Department and Participants.
10. Describe available support staff that is dedicated to assist Participant's (merchant's) in their experience in handling data breach matters.
11. Explain the Participants liability as the merchant if there is a data breach through the ePayment Solution, POS operation, or the merchant services processing platform.
12. Describe the data storage environment. This description should include details on where the data will be stored, e.g., on a shared server, etc., and the Respondents stance on data redundancy.
13. Do you offer liability coverage to merchants, if so describe? Costs associated with this coverage must be included in Attachment A - Price Proposal.
14. Describe precautions taken to ensure all physical locations are secure from physical damage.
15. Describe your use of the following electronic payment data security initiatives:
  - a) Truncation;
  - b) Hashing;
  - c) Encryption; and

- d) Tokenization
    - i. At Point of Sale; and
    - ii. Upon Authorization
16. Describe how you will provide each Participant access to their data upon cancellation, termination, or expiration of the contract, how many years the data will be available, including available formats.

### **C.20 Disaster Recovery**

1. Describe how your disaster recovery plan assures business continuity for the Department and Participants. The plan must include information on the following:
  - a) A schedule of disaster recovery plan testing;
  - b) Vendor and subcontractors roles and responsibilities;
  - c) Participants involvement in the testing;
  - d) How the Participant's data is secured and how they are notified in the event of a disaster;
  - e) Restoration timeline to include the ability to resume standard payment services;
  - f) How often the Participant's data is backed up and include a data backup schedule; and
  - g) Detailed reports describing test results and remedies.
2. Provide a list of Key Managers and Staff to contact during a disaster. This information shall include:
  - a) Names, regular and emergency phone numbers, and e-mail addresses;
  - b) Two back up contacts for each area / function; and
  - c) Notification of any staff changes within thirty (30) days.
3. Describe your offsite data storage facilities to include:
  - a) Details on mirrored and/or redundant processing; and
  - b) Locations of all offsite data storage facilities.
4. Describe your process for notifying the Department and Participants when your ability to do business has been compromised.
5. Describe how you will provide the Department and Participants with Disaster recovery plan updates within sixty (60) days of local, state or federal mandates.
6. Describe how deficiencies revealed in disaster recovery testing will be reported to the Department, resolved and changes implemented within thirty (30) days of test date.
7. Describe how deficiencies will be reported to the Department and resolved within twenty four (24) hours of test date, when testing deficiencies reveal a possible interruption of service or loss of data.

## **SECTION 2: DELIVERABLES**

### **Critical Work Tasks**

The work effort described in this ITN is complex and involves many tasks; however, some of these tasks are critical for the success of the State's ePayment services program. Therefore, the contract will identify the tasks described in this section as critical and associated with financial consequences. The damages are differentiated by tiers because the impact of non-performance is greater for some tasks than for others. The highest tier represents the most harmful impact on the program. The Vendor's failure to complete critical work tasks both in an acceptable manner to the Department and on time



will result in substantial damage to the Department; however, the amount of damages resulting from such failure cannot be calculated with certainty. Each such failure to complete a critical work task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date that the work task has been correctly completed. For each default, the Department shall apply financial consequences as a remedy, not as a penalty, for failure to meet the applicable requirement, as set forth below, unless such failure to meet the performance requirements was due to causes not within the ability of the Vendor to control, avoid, or mitigate through reasonable prudent action.

**Tier 1 Critical Work Tasks:**

Tier 1 critical work tasks include the deliverables described below. The due date for each Tier 1 deliverable is linked to a specific timeline. The due dates or timelines for each task will be identified precisely in this ITN or in the contract. If the due dates or timelines fall on a weekend or holiday, then the effective due date will be the next business day. Tier 1 Critical Work Tasks include the following:

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.3.1	Provide a full selection of electronic payment vehicles using certified gateway providers to complete internet payment transactions utilizing payment cards or an electronic check.	Vendor offer internet payment vehicles and uses certified gateway providers.	If the Vendor no longer offers the required internet payment vehicles and / or has not used certified gateway providers, \$5,000.00 per day shall be assessed if corrective action has not occurred within twenty four (24) hours of the Vendor or the Department being notified.
2.15.1	Transition all current ePayment solutions and POS operations. Must provide a PMP to manage and be responsible for performing and completing the transition tasks for each project including: transition planning process, completed on a prearranged and agreed to plan, provided procedures within 30 days of Contract effective date, provided sufficient resources, included transition costs, communication plan and provided notice to	Vendor has successfully transitioned by performing all of the tasks, provided needed planning and resources, and communicated effectively any delays in the project(s).	\$5,000.00 per day shall be assessed if Vendor has not transitioned Participants by the date specified in the Project Plan.

Section	Requirement	Performance Metric	Financial Consequences
	Department of delays caused by the Participant.		
2.16.1	The Vendor and / or its Subcontractors are responsible for safeguarding all transmitted, processed and stored data in compliance with PCI/DSS, card brand regulations and state and federal laws.	Vendor and / or its subcontractors have safeguarded all transmitted, processed and stored data in compliance with standards and laws.	\$5,000.00 per day shall be assessed after forty-eight (48) hours if it is determined by the Department that the Vendor has not met the PCI/DSS requirements for safeguarding stored and processed data and/or the Department shall take appropriate action, up to and including termination of the contract.
2.18.1	Maintain an agreed upon accuracy level for all ePayment data items processed and/or transmitted and provide a report to the Department within 30 days after the end of the quarter.	Vendor has met the data accuracy standard and submitted quarterly report.	\$5,000.00 per day shall be assessed if the Vendor has not corrected the agreed upon data accuracy standards within twenty four (24) hours after notice.
2.18.6	Provide and ensure that each Participant-level project utilizes agreed upon security protocols that safeguards the confidentiality and integrity of information during data transmissions.	Vendor has met security protocol requirements for each Participant-level project.	\$5,000.00 per day shall be assessed if the Vendor has not met the agreed upon security protocol standards within twenty four (24) hours notice of the Vendor or the Department being notified.

Section	Requirement	Performance Metric	Financial Consequences
2.18.7	Provide application programming interfaces using secure web application standards and provide annual certification thirty (30) days after agreed upon date.	Vendor has certified annually that they utilize approved web-application programming interface standards and provided certification report.	\$5,000.00 per day shall be assessed if the Vendor has not met the agreed upon programming interfaces using secure web standards within twenty four (24) hours after notice.
2.19.1(a)–(d)	Operate and manage systems consistent with data management and security industry standards; disclose security standards used; use encryption during collection, transmission and at rest, including authentication protocol; procedures and schedules for data backup, data archiving and retrieval procedures. Provide an annual report to the Department within sixty (60) days of the Vendor's annual review.	Vendor has provided an annual report within sixty (60) days of the Vendor's annual review that establishes their compliance with the Department's data storage security requirements.	\$5,000.00 per day shall be assessed if the Department determines that the Vendor has not met the data storage requirements within twenty (24) hours after notice.
2.19.2	Restrict unauthorized person from access to data and maintain internal controls to monitor, detect, record, or log to prevent unauthorized activity. Must notify the Department, within twenty four (24) hours of any suspected unauthorized activity.	Vendor has ensured there has been no unauthorized activity.	\$5,000.00 per day if it is determined that the Vendor has allowed access to data and not corrected the issue within twenty four (24) hours after notice.

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.19.5	Notify the Department and affected Participants within four (4) hours if any data breaches have occurred, might have exposed confidential information, or when the Vendors ability to conduct business has been compromised.	Vendor has met data breach requirements.	\$5,000.00 per day shall be assessed if the Vendor has not notified the Department and affected Participant within four (4) hours of a data breach.
2.19.6	Provide a secure data storage environment.	Vendor has provided an annual review and provided evidence that they have secure data storage environment(s).	\$5,000.00 per day if it is determined that the Vendor has not provided a secure environment for the storage of data and not corrected the issue within twenty four (24) hours after notice.
2.20.5	Testing that reveals possible interruption of service or loss of data must be corrected within twenty four (24) hours of test completion.	Vendor has corrected deficiencies discovered during disaster testing within the established timeframe.	\$5,000.00 per day if the Department determines that the Vendor has not remedied or resolved test deficiencies within twenty four (24) hours after notice.

**Tier 2 Critical Work Tasks:**

Tier 2 critical work tasks include the deliverables described below. The due date for each Tier 2 deliverable is linked to a specific timeline. The due dates or timelines for each task will be identified precisely in this ITN or in the contract. If the due dates or timelines fall on a weekend or holiday, then the effective due date will be the next business day. Tier 2 Critical Work Tasks include the following:

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.6.1,2,3	Provide transaction processing, authorization, settlement and include sufficient details to identify transactions. Capture authorization codes and/or numbers for each transaction that will remain a part of the transaction. Assign and/or accept unique numbers on settlement records.	Vendor has included sufficient detail to identify processed, authorized and settled transactions, successfully captured authorization codes and / or numbers, assigned and /or accepted unique numbers on the settlement record.	\$2,500.00 per day shall be assessed if the Vendor does not process, authorize and settle payments with sufficient details within twenty four (24) hours after notice.

**Tier 3 Critical Work Tasks**

Tier 3 critical work tasks include the deliverables described below. The due date for each Tier 3 deliverable is linked to a specific timeline. The due dates or timelines for each task will be identified precisely in this ITN or in the contract. If the due dates or timelines fall on a weekend or holiday, then the effective due date will be the next business day. Tier 3 Critical Work Tasks include the following:

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.3.1	Accept and process payments for the automatic replenishment of accounts utilizing payment cards or an electronic check.	Vendor has successfully processed payments for the automatic replenishment of accounts.	\$1,000.00 per day shall be assessed if the Vendor is not capable of accepting and/or processing payments for more than eight (8) hours.
2.4.1 & 2.4.2	Accept and process credit and /or debit cards with the appropriate American Express, Discover, MasterCard and VISA logos, or other mutually agreed upon payment card brands and electronic checks for all payment processing types.	1) Vendor has successfully accepted and processed all valid American Express, Discover, MasterCard, Visa transactions. 2) Vendor has successfully processed all valid electronic checks.	\$1,000.00 per day shall be assessed if the Vendor is not capable of accepting and/or processing payments for more than eight (8) hours.
2.6.4	Maintain the agreed upon Performance & Scalability measures. Provide the Department with the Vendors performance & scalability measures within 30 days after the end of each quarter.	The Vendor has met Performance & Scalability Measures. The Vendor has provided quarterly documentation of Performance & Scalability Measures.	\$1,000 per day shall be assessed if the Vendor has not met the agreed upon performance and scalability measures within five (5) business days.

**Non Critical Tasks**

For Work Tasks identified in Section 2 of this ITN that are not considered Critical Work Tasks, the Vendor shall submit a corrective action plan to the Department based on the timeframes indicated below. If a task is not completed as indicated in the requirement, the Vendor shall be liable to the Department for the amount specified, as financial consequences for such delay, and not a penalty.

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.3.2 & 2.14.1	Provide compatible PCI approved equipment and software, including upgrades and installation support, software upgrades. Repair and/or ship replacement POS equipment within twenty-four (24) hours of notice failure.	Vendor has satisfactorily met the equipment and software needs of each Participant within agreed upon timeframes.	\$250.00 per day shall be assessed if the Vendor has not provided PCI compatible equipment and software within forty five (45) business days of the request or if Vendor's has not provided the repaired or replacement equipment within five (5) business days of the request.
2.3.3	Provide an IVR system to include: toll free, touch-tone and speech recognition; 24/7 access; interactive with business systems and data-bases; available in English, Spanish, Haitian Creole languages and provide required equipment. Support transfer to Participant's Customer Support Call Center and/or Vendors Customer Support Service Representative.	Vendor has provided an IVR system and meets the functionality requirements.	\$250.00 per day shall be assessed if the Vendors IVR system is not available for a period longer than twenty four (24) hours.
2.6.1	Settle funds within 48 hours in a Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes (F.S.).	Vendor has settled funds within 48 hours of authorization.	The Vendor will compensate the Department or the Participant for settlements not deposited to the Participants designated bank account within the specified timeframe by calculating the amount not deposited timely, times the average of the thirteen-week Treasury bill coupon

Section	Requirement	Performance Metric	Financial Consequences
			equivalent rates reported in the four weekly auctions of the invoice period, or 1% whichever is greater, times the number of days late, divided by three hundred sixty (360).
2.6.4	Provide the Department with the Vendors performance & scalability measures within 30 days after the end of each quarter.	The Vendor has provided quarterly documentation of Performance & Scalability Measures.	\$250.00 per day shall be assessed, if Vendor has not provided the report within fifteen (15) days after due date.
2.6.6	Provide multiple cut-off times to accommodate Participant-level batching and settlement requirements.	Vendor has successfully provided multiple cut-off times accommodating batching and settlements.	\$250.00 per day shall be assessed if the Vendor has not met the required cut-off times within forty eight (48) hours of corrective notice.
2.6.7	Provide single batch settlement processing for reasonable size batches.	The Vendor has provided single batch processing for batches containing reasonable batch sizes.	\$250.00 per day shall be assessed if the Vendor has not met the required batch processing size limits within five (5) days of corrective notice.
2.7.1	Vendor has provided a Daily Settlement Reconciliation file to the Department and Participant containing detail sufficient to automatically reconcile payments at the agreed costs.	Vendor has provide a Daily Settlement Reconciliation file no later than 9:00 a.m. EST and at the agreed upon costs.	\$250.00 per day shall be assessed, if Vendor has not provided the file within twenty four (24) hours of the specified timeframe.
2.8.	Adhere to chargeback rules as dictated by payment card brand regulations, Florida Law and Administrative Rule.	Vendor has complied with chargeback rules and requirements.	\$250.00 per day shall be assessed, if Vendor has not complied regulatory requirements within thirty (30) days of corrective notice.

Section	Requirement	Performance Metric	Financial Consequences
2.8.1	Refunds, chargebacks, and/or adjustments must be debited or credited from designated accounts daily.	The Vendor has successfully complied with payment card chargeback, refund and adjustment, and electronic check return requirements.	\$250.00 per day shall be assessed, if Vendor has not complied with requirement within thirty (30) days of corrective notice.
2.8.1 (2-4)	<p>2) Support automatic chargeback resolution from the time the Vendor is first notified to final resolution.</p> <p>3) A web-based chargeback tracking/resolution tool available daily for reports, to view details online and provide the ability to respond to inquiries. The reports and online details will be available no later than 8:00 a.m. EST daily.</p> <p>4) The Vendor must provide a tool to support the tracking of misapplied customer refunds and adjustments.</p>	Vendor has provided a tool to monitor, track and resolve chargebacks.	\$250.00 per day shall be assessed, if Vendor's tracking resolutions tool is not available for a period longer than forty eight (48) hours.
2.9.1, 2.9.2 (a)-(f)	The reporting and query tools must meet the Department and Participants requirements for balancing and reconciling transactions as described in the Contract.	The Vendor has met the reporting and query requirements.	\$250.00 per day shall be assessed, if Vendor's reports and query tools are not available for a period longer than forty eight (48) hours.
2.10.1	Ensure compliance with convenience fee requirements as dictated by the payment card brand regulations, Florida Law and Administrative Rule.	Vendor has ensured compliance with convenience fee rules and requirements.	\$250.00 per day shall be assessed, if Vendor has not complied with regulatory requirements within thirty (30) days of corrective notice.



<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.10.2	Provide for the charging of a convenience fee.	Vendors has provided for the charging of convenience fees	\$250.00 per day shall be assessed, if Vendor has not corrected convenience fee requirement within ten (10) business days.
2.11.1 & 2	Vendor must not debit the Treasury Concentration Account for billing purposes. Provide each Participant a monthly invoice containing specific details for all contractual transaction costs (processing, interchange, and other fees) resulting from the payment activity processed for the month.	Vendor has supplied each Participant a detailed monthly invoice no later than the 20th of the following month.	Vendor will reverse all fees debited to the Treasury Concentration Account. Vendor will not receive payment until corrected invoice is received and / or adjusted and no late fees can be assessed, if paid according to Florida's Prompt Payment Law.
2.12 (1-5)	Provide account management support to assist in payment processing and invoicing; training; qualified staff in adequate numbers and locations; reports to enable monitoring of customer and support service activities; real-time access to transaction detail and issue escalation procedures for ePayment Solutions and POS operations including merchant services.	Vendor has established an account manager; established and staffed a customer service support team for invoice processing and escalation of issues; meets or exceeds customer support standards established with the Department and complies with escalation procedure.	\$250.00 per day shall be assessed, if Vendor's has not met Customer Support Service requirements within thirty (30) days of corrective notice.
2.13.1, 2.13.2 (a-g)	Provide training and consultation for ePayment solutions, merchant services, and POS operations to include: a training program that keeps participants updated on payment card regulations; PCI requirements; State and	Vendor has provided training and consultation for ePayment solutions and POS operations.	\$250.00 per day shall be assessed, if Vendor has not provided training and consultation requirements within ten (10) business days of agreed upon date.

Section	Requirement	Performance Metric	Financial Consequences
	Federal regulations; equipment and software installation and usage; Participant ePayment solutions; reporting tools; research requests; consultations on efficiencies, new or advance technology and ongoing weekly consultations.		
2.14.2	POS equipment and software is compatible with Vendor's solution or upgraded with minimal impact and costs.	Vendor has provided compatible POS equipment.	\$250.00 per day if Vendor has not provided compatible POS equipment within five (5) business days after the notice of corrective action.
2.14.4	Provide supplies for POS equipment, e.g., terminals and printers, etc., at no cost.	Vendor has satisfactorily provided supplies.	\$250.00 per day shall be assessed, if Vendor has not provided the supplies free of charge within ten (10) days after notification by the Department or Participant.
2.15.3(a)	Consult with Department and Participants to determine needs and best solution for new electronic projects.	Vendor has determined the best electronic payment solution.	\$250.00 per day shall be assessed if best solution is not in place within one-hundred twenty (120) days after it is determined by the Department that the Vendor's solution was not appropriate for the Participant's needs.
2.15.3(b)	Assign a project manager for each participant level project, conversion, expansion, or implementation of new projects.	Vendor has provided Project Managers.	\$250.00 per day shall be assessed fifteen (15) business days after it is determined by the Department that the Vendor's Project Manager is not capable of meeting the Contract requirements.

<b>Section</b>	<b>Requirement</b>	<b>Performance Metric</b>	<b>Financial Consequences</b>
2.15.1(f), 2.15.3(c)	Provide a project work plan to transition current projects, convert or expand existing projects and / or implement new projects within the timeframes specified in the Contract.	Vendor has provided project work plans.	\$250.00 per day shall be assessed fifteen (15) business days after it is determined by the Department that the Vendor's work plan is not meeting the Contract requirements.
2.15.3(d)	Provide a change order request plan for changes after requirements have been gathered and approved, determine how costs will be assessed or negotiated.	An agreed upon change order request plan has been provided.	\$250.00 per day shall be assessed thirty (30) business days after it is determined by the Department that the Vendor's change order request plan has not met the Contract requirements.
2.17	Provide an agreed upon escalation procedure to include a detailed communication plan for contract Participants and Department.	Vendor has complied with the escalation procedures and communication plan for the handling of Contract issues.	\$250.00 per day shall be assessed, if Vendor's has not followed procedure and resolved Contract issue within five (5) business days of the timeframe described in the procedures.
2.18.1	Provide a data accuracy level report for all ePayment data items processed and/or transmitted to the Department within 30 days after the last day of each quarter.	Vendor has submitted data accuracy level quarterly report.	\$250.00 per day shall be assessed, if Vendor has not provided the quarterly report within ten (10) business days after due date.
2.18.4	Provide the Department and the Participants thirty (30) days advanced notification of routine system repairs and service modifications.	Vendor has complied with thirty (30) days advanced notifications.	\$250.00 per day shall be assessed, if Vendor has not provided thirty (30) days advanced notification.
2.18.5	Provide testing environments that mirrors the production environment to ensure operability and desired results.	Vendor has provided for all test environment requirements.	\$250.00 per day shall be assessed if required test environment is not available within thirty (30) days of corrective notice, which is issued once the test environment does not

Section	Requirement	Performance Metric	Financial Consequences
			ensure operability and the desired results.
2.18.7	Provide annual certification letter within 30 days of agreed upon date stating program interfaces use secure web application standards.	Vendor has certified annually that they utilize approved web-application programming interface standards and provided certification report.	\$250.00 per day shall be assessed, if Vendor has not provided the annual certification report within ten (10) business days after agreed upon date.
2.19.1	Provide annual certification for all data management and security industry standard elements listed within sixty (60) days of the Vendor's annual review.	Vendor has certified annually that they have provided a secure data storage environment.	\$250.00 per day shall be assessed, if Vendor has not provided an annual certification within ten (10) business days after due date
2.19.4	Maintain policies and procedures on those who have access to secure data and how this access is controlled.	Vendor has certified annually that policy and procedures are maintained.	\$250.00 per day shall be assessed, if Vendor has not provided an annual certification within ten (10) business days after due date.
2.20.1	Provide a disaster recovery plan that assures business continuity during a disaster. The plan must provide for full electronic services within six (6) hours of the event and include a testing schedule, roles and responsibilities for all affected parties, how data is secured, restoration timeline, data back-up schedule and detailed report describing test results and remedies.	Vendor has provided a disaster recovery plan in compliance with requirements.	\$250.00 per day shall be assessed, if Vendor has not provided a disaster recovery plan within ten (10) business days after due date.
2.20.2	Provide and maintain a list of key personnel and back-up staff to contact during a disaster and notification of any staffing changes	Vendor has met disaster personnel and notification requirements.	\$250.00 per day shall be assessed, if Vendor has not complied with requirement within thirty (30) days of corrective notice.

Section	Requirement	Performance Metric	Financial Consequences
	within thirty (30) days.		
2.20.3	Provide a list of off-site data storage facilities that provide mirrored and/or redundant processing.	Vendor has certified annually that the list of off-site data storage facilities is accurate and provides mirrored and/or redundant processing.	\$250.00 per day shall be assessed, if Vendor has not complied with requirement within thirty (30) days of corrective notice.
2.20.4	The disaster recovery plan must be updated within sixty (60) days of local, state and/or federal mandates.	Vendor has updated the plan within sixty (60) days.	\$250.00 per day shall be assessed, if Vendor has not complied with requirement within thirty (30) days of corrective notice.
2.20.5	Disaster testing deficiencies are reported to the Department, resolved and changes implemented within thirty (30) days of test date, if testing reveals a possible interruption of service or loss of data the change must be made within twenty four (24) hours.	Vendor complies with disaster testing deficiency requirements.	\$250.00 per day shall be assessed, if Vendor has not met the disaster testing deficiency requirements within ten (10) business days. If the deficiency is critical resolution must occur within twenty four (24) hours after the corrective notice.

**Deliverables affirmation statement:**

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Response and certify that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the ITN, including but not limited to, certification requirements.

RESPONDENT'S NAME: \_\_\_\_\_  
(Company Name)

RESPONDENT'S ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

RESPONDENT'S PHONE NUMBER: \_\_\_\_\_

RESPONDENT'S E-MAIL: \_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_  
(Please Print)

DATE: \_\_\_\_\_

**ATTACHMENT D  
CONTRACT**

**PROVIDER CONTRACT**

Between the Department of Financial Services and [Insert contractor's name]

THIS CONTRACT ("Contract") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-03 (hereinafter referred to as "Department") or its successor, and \_\_\_\_\_ (hereinafter referred to as "Contractor"), effective as of the last date signed below.

WHEREAS, the Department has determined that it is in need of certain services as described herein Electronic Payment Solutions and Services; and

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

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

**1. Services and Deliverables**

The Contractor agrees to render the services or other units of deliverables as set forth in the Contractor's accepted Response responding to the Department's Invitation to Negotiate (ITN) for services, ITN # \_\_\_\_ and its Attachments and any specific innovative ideas suggested by Contractor's Response that are accepted by the Department in writing for inclusion in the Contract. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in the ITN, the attachments to the ITN, and PUR 1000 and 1001 incorporated by reference into the ITN. Respondent is encouraged to make suggestions regarding the use of current and emerging technologies and regarding policies and procedures as well as system features that may be used to improve security and control.

**2. Delivery Schedule**

The services or other units of deliverables specified in Paragraph 1 above shall be delivered or otherwise rendered on behalf of the Department in accordance with the schedule in the Contractor's accepted Response and consistent with the ITN. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in the ITN and the attachments to the ITN.

**3. Term and Renewal**

By mutual agreement of the parties, and pursuant to section 287.057(13), Florida Statutes, the Department may renew the Contract for one or more periods not exceeding a total of five years collectively.

#### 4. Payment

- a) Subject to the terms and conditions established by this Contract and the billing procedures established by the Department, the Contract Participant agrees to pay the Contractor for services rendered. The Contract is in accordance with Attachment A – Price Schedule.
- b) Vendor Rights. Contractors providing goods and services to an Agency should be aware of the following time frames. Upon receipt, an Agency has five (5) Business Days to inspect and approve the goods and services, unless the Response specifications, purchase orders or Contract specifies otherwise. An Agency has 20 Calendar Days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 Calendar Days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Department is to approve the invoice in the State financial system within 20 Calendar Days.

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

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

- c) Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal excise tax. The Contractor, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Department will provide its tax exemption certification upon request. The Contractor shall provide the Department its taxpayer identification number upon request.
- d) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 3 and 4 shall be submitted to the



Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Department's designated Contract Manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

e) Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

f) MyFloridaMarketPlace.

Unless exempted under Rule 60A-1.030-.032, each Contractor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%) on its payments under a Contract, which must be remitted within 40 Calendar Days after receipt of payment for which such fees are due or the Contractor shall pay interest at the rate established under section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000 ¶14).

## **5. Acceptance**

The Department reserves the right to reject deliverables as outlined in the Statement of Work as incomplete, inadequate or unacceptable due in whole or in part to Contractor's lack of satisfactory performance under the terms of this Contract. All of the Contractor's Deliverables related to these services shall be submitted to the Department's Contract Manager for review and approval. The Department will accept each Deliverable when it meets the performance measures and requirements of the Contract. The Contractor shall have the designated number of days as described in Attachment C, Section 2 - Deliverables to correct a rejected deliverable. The Department, at its option, may allow additional time within which Contractor may remedy the objections noted by the Department and the Department may, after having given Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, including but not limited to reports, declare this Contract to be in default. All status reports must be submitted timely, showing tasks or activities worked on, attesting to the level of services provided, hours spent on each task/activity, and upcoming major tasks or activities. Failure to use the appropriate technical requirements as identified in the Scope of Work will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the Statement of Work may result in the rejection of the invoice. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

## **6. Information, Data Security and Confidentiality**

- a) Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Department in performance of this Contract. The Contractor shall provide immediate notice to the Department in the event it becomes aware of any security breach and any unauthorized transmission of State data or of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process, and after notice to the Department, Contractor shall not divulge to third parties any confidential information obtained by Contractor, its employees, subcontractors or agents in the course of performing the services. Contractor shall not be required to keep confidential any information that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under state law as a public record.
- b) Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract.
- c) Data Protection
  - i. The Contractor shall be required to make certain that the State's ePayment system operates and managed consistent with ePayment banking and Merchant services industry standards. This must include confidential data encryption during collection and transmission; a means to provide for non-repudiation of transaction information; and an authentication system sufficient to ensure use of the system is restricted to authorized persons. Usage of the system must create sufficient audit trail to provide the information necessary to identify specific transactions, their source, affect and modification.
  - ii. Any Customer records obtained by the Contractor shall be stored in a location physically secure from unauthorized persons. The Contractor shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by the Contractor shall be secure with reasonable precaution against physical damage.
  - iii. Any ePayment system operated by the Vendor must maintain PCI / DSS accreditation. Upon request of the Department and at the expense of the Vendor, the Department may request a third party security audit.
  - iv. No DFS data or information will be transferred or stored offshore or out of the United States of America.
  - v. Access to DFS data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. Contractor shall encrypt all data transmissions. Remote

data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the Department.

- vi. Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Contractor's breach of data security or the negligent acts or omissions of Contractor related to this subsection.
- vii. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

## **7. Insurance**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

## **8. Bond Requirements**

- a) Fidelity Bond - The Contractor shall, as of the contract effective date and at all times during the contract term, maintain a fidelity bond in the amount of \$10,000,000.00 or otherwise provide protection satisfactory to the department. The fidelity bond will insure against computer crime among other things, and must be issued by an insurer holding a valid certificate of authority from the Florida Office of Insurance Regulation. The bond must provide coverage against intentional acts as well as negligent acts or omissions in connection with its activities under the Contract and shall name the Department as an additional named insured. The fidelity bond must be made

available to inspection by the Contract Administrator, and shall not be changed, cancelled, or altered without express approval by the Department.

- b) Performance Bond – Respondent must obtain a letter of commitment for a performance, bond for the transition requirements of this ITN, from a bonding company and submit it with the reply. The amount of the performance bond must be equal to the entire dollar value of the Respondent’s reply for the full initial term of the transition. The actual performance bond must be obtained from the bonding company and provided to the State as of the contract effective date and at all times during the transition term / period. A Respondent’s failure to provide the letter of commitment, within the required time, will cause the State to reject the Reply.

If the Vendor fails to satisfactorily perform the transition, the bonding company that provided the performance bond will be required to assist the Department in obtaining the services provided herein as directed by the Department. The Department reserves the right, if services are unsatisfactorily performed, to require full payment of the bond.

## **9. Termination**

- a) The Department may, in its sole discretion, terminate the Contract at any time by giving three (3) months written notice to the Contractor.
- b) All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- c) As provided in section 287.058, Florida Statutes, the Department may terminate the Contract immediately in the event that the Department requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, Florida Statutes, to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law as pursuant to Section 119.07, Florida Statutes.
- d) As provided in section 287.135, Florida Statutes, the Department may at its option terminate the Contract immediately in the event the Contractor as a company as defined in such statute, is found to have submitted a false certification as provided under s. 287.135 (5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (See <http://www.state.gov/s/ct>) , or has been engaged in business operations in Cuba or Syria, if legally prohibited from doing so by Section 287.135, F.S.
- e) If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to

assist in the smooth transition of Contract services to the subsequent contractor. The Contractor agrees to provide, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first, all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. Such termination assistance shall be at no additional charge to the Department if the termination is due to Contractor default and if associated with technology services shall not exceed Contractor's current maintenance rates for such services. Contractor shall assist in transition of data as provided in Paragraph 13 below.

- f) The Department shall notify, in writing, the Contractor who fails to adhere to Contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within timeframes specified in Attachment C - Questionnaire for Technical / Scope of Work and Deliverables. The notification will also provide that, should it fail to perform within the time provided, the Contractor will be found in default and removed from the Department's approved vendor list. If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Scope of Work, or in the event of any material breach of any provision of the Contract by the Contractor, the Department may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. If the default or breach is not cured within thirty (30) days after written notice is given to the Contractor specifying the nature of the alleged default or breach, then the Department, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice.
- g) After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected Deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) Calendar Days after termination, terminate any orders and/or subcontracts related to the terminated Deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section.

## **10. Events of Default**

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, events of default:

- a) Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- b) Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;

- c) The commitment of any material breach of this Contract by the Contractor, failure to timely deliver a material deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- d) Employment of an unauthorized alien in the performance of the work;
- e) One or more of the following circumstances, uncorrected for more than thirty (30) days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Contractor of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
  - iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
  - v. Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- f) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Department or fails to maintain the required insurance.

## **11. Liability and Indemnification**

- a) In addition to the provisions in PUR 1000 regarding liability, the following provisions apply: No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- b) The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the cost of services provided up to termination date for which payment has not been made to the Contractor.
- c) Liability of the Parties: Each party acknowledges that it is liable to the other for claims, damages, or losses arising from the negligence of its employees, agents, and representatives, including both actions and failure to act (i) in accordance with the requirements of this Agreement, including the Card Organizations Rules, and (ii) any violation of any applicable law, regulation, or order. "Losses" includes, but is not limited to, reasonable costs and attorney's fees, assessments, fees and fines from the Card Organizations. For avoidance of doubt, in the instance of losses arising out of a party's negligence, that party will be liable to the other party even if the losses involve the actions of a third party. For example, should a party fail to secure cardholder data and a third party is able to obtain and misuse such data, the party whose

negligence resulted in the wrongful possession or misuse of the data will be liable to the other for losses related to the cardholder data compromise.

- d) The provisions of the ITN and its incorporated PUR 1000, section 20 shall apply but, for the avoidance of doubt, the limitations and exclusions of liability will not apply to exclude or limit the recovery of any damages required by Rule 60A-1.006, F.A.C., or attributable to any of the following:
  - i. fraud, intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of or by the Contractor (or an entity or person for whom the Contractor is responsible);
  - ii. the Contractor's (or an entity's or person's for whom the Contractor is responsible) violation of applicable law or regulation; or
  - iii. the Contractor's cessation or abandonment of any Services without providing Exit Transition Services substantially in accordance with the Contract.
- e) The Contractor hereby agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of this Contract or the negligent acts or omissions of the Contractor.

## **12. Damages for Delay**

Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services will damage the Department but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly liquidated damages shall be assessed on the contractor in accordance with Attachment C, Section 2 - Deliverables.

Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages.

## **13. State Property Disposition**

Title to all property furnished by the Department under this Contract shall remain in the Department, and the Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation. The parties shall settle any transfers of property which may have been required to be furnished to the Department or which otherwise belongs to the Department; and the Contractor shall provide written certification to the Department that the Contractor has surrendered to the Department all said property.

At the end of term, the Contractor will provide all data in a standard industry format or format to be designated by the Department as part of the Deliverable entitled Transition Plan. At a minimum, Contractor agrees to provide to the Department data definitions, table structure, the Department's data

under its control, and any custom code required allowing the Department a smooth transition to in-house or substituting Vendor implementation of similar functionality to that provided by Contractor.

#### **14. Additions, Deletions and Substitutions**

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

#### **15. Contract Modification**

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

#### **16. Nonexclusive Contract**

This Contract is not an exclusive license to provide the services described in the ITN or the Contract. The Department may, without limitation and without recourse by the Contractor, contract with other Vendors to provide the same or similar services. The Department retains the right to perform the service or activity, directly or with another contractor.

#### **17. Statutory Notices**

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

#### **18. Compliance with Federal, State and Local Laws**

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



## **19. Background and Employment Eligibility Verification**

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

- a) Under the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website:  
[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- b) The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program upon hiring new employees during the term of this Contract. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- c) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.
- e) Background checks - Contractor must provide an attestation that a background check including fingerprinting has been or will be conducted on the team members who will work on site at DFS. Background checks are to be obtained by the Contractor online from FDLE at <http://www.fdle.state.fl.us/CriminalHistory>. A copy of the check is to be provided upon Contract Manager request before the requested staff may work under the Contract. The Department reserves the right to reject proposed personnel based on background check information. The Contractor is responsible for payment of, and retaining records relating to, employee security checks, which records are exempt from Chapter 119, F.S.

## **20. Miscellaneous.**

- a) This Contract, and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any referenced or attached addendum the terms and conditions of this Contract shall take precedence and govern. Acceptance of Service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

- b) Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and send a copy to the Contractor at a previously provided address. In the event a party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- c) The laws of the State of Florida and the Department's rules govern this Contract.
- d) The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a State Agency pursuant to section 216.347, Florida Statutes, except that pursuant to the requirements of section 287.058(6), Florida Statutes, during the term of any executed contract between the Contractor and the State, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.
- e) The Contractor is an independent contractor, and is not an employee or agent of the Department.
- f) All services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department. The Department may refuse access to or require replacement of any Contractor employee, subcontractor or agent, for cause, including but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department policy or other requirement. Such action shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility for cause any of Contractor's employees, subcontractors or agents.
- g) The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability shall survive termination, cancellation or expiration of this Contract.
- h) If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
- i) During the term of this Contract, Contractor shall not knowingly employ, subcontract with or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined in Section 112.312 (15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract except as provided in Section 112.3185, Florida Statutes.

**21. Execution in Counterparts; Authority to Sign.**

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

**22. Contract Administration.**

- a) The Department Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_, telephone number \_\_\_\_\_, email address: \_\_\_\_\_.  
Send payment invoice to: \_\_\_\_\_.
- b) The Contractor Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_, telephone number \_\_\_\_\_, email address: \_\_\_\_\_.
- c) All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers designated in this Section or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

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

\_\_\_\_\_  
**Contractor Representative:**  
  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Department of Financial Services**  
**Chief Financial Officer or Designee**  
  
**Date:** \_\_\_\_\_

## **ATTACHMENT E CLIENT REFERENCES**

The Respondent must list three (3) separate and verifiable clients of the Respondent's firm. The clients shall be listed on this form. Any information not submitted on this form shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. Information on each client must be provided on this page:

1. _____	
<b>Client Reference Company and Project Name</b>	
_____	_____
<b>Client Reference Physical Address</b>	<b>Email Address</b>
_____	
<b>Client Reference City, State, Zip Code</b>	
_____	
<b>Client Reference Phone Number / Extension</b>	<b>Contract Beginning and Ending Dates</b>
_____	
<b>Name of Person Providing Client Reference</b>	<b>Title</b>
_____	
2. _____	
<b>Client Reference Company and Project Name</b>	
_____	_____
<b>Client Reference Physical Address</b>	<b>Email Address</b>
_____	
<b>Client Reference City, State, Zip Code</b>	
_____	
<b>Client Reference Phone Number / Extension</b>	<b>Contract Beginning and Ending Dates</b>
_____	
<b>Name of Person Providing Client Reference</b>	<b>Title</b>
_____	
3. _____	
<b>Client Reference Company and Project Name</b>	
_____	_____
<b>Client Reference Physical Address</b>	<b>Email Address</b>
_____	
<b>Client Reference City, State, Zip Code</b>	
_____	
<b>Client Reference Phone Number / Extension</b>	<b>Contract Beginning and Ending Dates</b>
_____	
<b>Name of Person Providing Client Reference</b>	<b>Title</b>
_____	

## **ATTACHMENT F**

### **ePAYMENT SOLUTIONS AND SERVICES PARTICIPATION AGREEMENT**

#### **BETWEEN (CONTRACTOR) AND ENTITY**

This Participation Agreement is entered into between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_ (“Entity”) a State of Florida Agency, Judicial Branch or Unit of Local Government as defined in the ePayments Services Contract effective \_\_\_\_\_.

#### **I. PARTICIPATION TERMS AND CONDITIONS**

- A. By signing this Participation Agreement, the Entity and the Contractor agree to be bound by the terms of this Participation Agreement and the ePayment Services Contract between the Contractor and the State of Florida in the performance of their obligations. The terms of the Contract between the State of Florida and the Contractor, including the Card Organizations operating regulations, take precedence over this Participation Agreement.
- B. By signing this Participation Agreement, the Entity agrees to be bound by the terms of the Merchant Card Services Agreement Terms and Conditions dated and as modified from time to time. “Entity” is referred to as “Merchant” in the Terms and Conditions. The standard form Terms and Conditions booklet is modified as provided in Section IV below.
- C. The Entity will retain copies of Sales Slips, Credit Slips and other related documents for no less than five (5) years from the transaction date.

#### **II. FEES TO BE PAID TO THE CONTRACTOR**

- A. The Entity agrees to pay the Contractor a discount rate or transaction fee based on the fee schedule in Attachment A – Price Schedule of the ePayments Services Contract.
- B. Such fees will be debited monthly from the Entity’s Deposit Account or billed to the Entity via an invoice process.

#### **III. EFFECTIVE DATE AND TERMINATION**

- A. This Participation Agreement will become effective on the date it is signed by the final approver.
- B. This Participation Agreement remains in full force and effect until terminated as provided in this section (III) or until the Contract is terminated.
- C. Either party may terminate this Participation Agreement at any time by giving the other thirty (30) days prior written notice.

- D. In the event of non-payment of an invoice for forty-five (45) days or more, Contractor may cease processing following fifteen (15) days prior written notice to Entity.
- E. Notwithstanding any foregoing subsection, Provider may terminate this Participation Agreement effective immediately, followed by written notice, as required by applicable federal law or Card Brand Regulations.

**IV. MERCHANT SERVICES TERMS AND CONDITIONS**

(THIS SECTION OF THE PARTICIPATION AGREEMENT WILL BE EDITED AS APPROPRIATE TO THE LANGUAGE AND DIRECTIONS AGREED UPON BY THE CONTRACTOR AND THE DEPARTMENT)

Entity will provide Contractor with updated business and financial information concerning Entity, including evidence of required licenses and other information and documents Contractor may reasonably request from time to time. All material marked “confidential” which Contractor receives from Entity will be used only by Contractor or Card Organizations in performing services under this Agreement or related services and reporting. At any reasonable time, Contractor or any Card Organization may audit Entity’s records relating to this Agreement.

Florida law, as applied to agreements made and performed entirely in Florida without reference to conflict of laws provisions, governs the Contract and this Participation Agreement.

**V. NOTICES**

- A. Any notice required or permitted to be given under this Participation Agreement by one party to the other shall be in writing and shall be given and deemed to have been given if hand-delivered, delivered by fax and confirmed by telephone with an original mailed or hand-delivered thereafter, or mailed by certified or registered mail with postage prepaid to the party or their successor at the address specified as follows:

The Entity:

The Contractor:

- B. All such notices shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been delivered by hand, the document transmission summary generated by the fax equipment, or the acknowledgment of receipt returned to sender by the United States Post Office, if such receipt is requested.

- C. The absence of the forms of documentary evidence of date of delivery, however, shall not be interpreted as invalidating the form of notice utilized.
- D. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

**VI. MISCELLANEOUS PROVISIONS**

- A. This Participation Agreement, incorporating the terms of the Contract and the Terms and Conditions, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties (Contractor and Entity).
- C. This Participation Agreement is binding on the parties and their successors and assigns.

**VII. ENTITY**

By: _____	By: _____
_____	_____
(Printed Name)	(Printed Name)

Title: _____	Title: _____
Date: _____	Date: _____

By: _____	By: _____
_____	_____
(Printed Name)	(Printed Name)

Title: _____	Title: _____
Date: _____	Date: _____

**ATTACHMENT G**  
**Volume, Equipment and ePayment Solutions**

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

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

<b>ePAYMENT SOLUTIONS &amp; VOLUMES</b>		
<b>Solutions</b>	<b>State Agencies</b>	<b>Local Governments</b>
<b>Full Gateway</b>	15	Not Available
<b>Partial Gateway</b>	17	Not Available
<b>Gateway Only</b>	8	Not Available
<b>IVR</b>	3	Not Available
<b>Batch</b>	1	Not Available



## ATTACHMENT H

### Mandatory Minimum Requirements

<b>Requirement</b>	<b>Initial</b>
The Respondent has included an original of the Technical Response and the Price /Cost Responses. Also include <b>5</b> paper copies of the Technical Response and the Price/Cost Response and <b>6</b> digital copies (compact disks) of the Technical Response. {modifies PUR 1001 ¶ 3}	
All Respondents are able to completely fund all its own cost (including start-up costs) for this Contract.	
The Technical Response has included all Mandatory Requirements listed in the ITN, and respond to all technical requirements in Attachment C - Questionnaire for Technical Response /Scope of Work and Deliverables and must include all mandatory forms and attachment.	
The Response has been delivered timely as specified in Section 1.2 - Timetable.	
The Respondent has provided the requirements of Section 3, Tab A-1 Respondents Statement of Agreement	
The Respondents has a minimum of ten (10) years experience in governmental or commercial projects that are comparable to Florida in size, scope and complexity (as indicated in Attachment G – Volumes, Equipment and ePayment Solutions) required in Section 3, Tab A-1, 1.	
The Respondent has provided an Executive Summary summarizing the Respondent’s overall capabilities and approach for accomplishing the requirements specified in Section 3, Tab A-2.	
The Respondent has provided the client references required in Section 3, Tab A-3, 1(e)	
Respondent has included documentation for the financial requirements as described in Tab A-3(g) Financial Stability.	
The Respondent has accepted each deliverable and has provided evidence of the Vendors capability to meet each requirement listed and has signed the Deliverables Requirements Affirmation Statement in Attachment C - Questionnaire for Technical Response / Scope of Work and Deliverables.	
The separately sealed Price/Cost Response has included the proposed price and a signature by an authorized representative of the Respondent.	
The Respondent meets the requirements for Insurance as outlined in Section 3.4.2?	
The Respondent meets the requirements for Bonds as outlined in Section 3.4.3?	
The Respondent has certified acceptance of all Terms and Conditions of this solicitation?	
The Respondent has complied with the requirement for not being placed on	

Requirement	Initial
the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Form PUR 1001 Section 7)	
The Respondent complies with the requirement for not being placed on the Discriminatory Vendor List per s. 287.134 F.S. (See Form PUR 1001 Section 8)	
Respondent and/or subcontractors must provide PCI/DSS proof of compliance for electronic payment services provided described in Section 2.16.3.	
Respondent must comply with the requirement that they have PCI customer support and compliance staff described in Section 2.16, 2(b).	
Respondent must be capable of transitioning current Participants (Agency Participants and Local Government Participants) into the new contract providing services and ongoing support for any Participant desiring to use this contract in Section 2.1.1 and Section 2.15.	
Respondent must provide Agency Participants, to include Department of Revenue and Department of Transportation Florida Turnpike Enterprise / SunPass, and Local Government Participants with ePayment services for both ePayment collection solutions and POS operations to include Merchant services as described in Section 2.1.2 and Section 2.1.6.	
Respondent must provide the following electronic payment types: Internet, Point of Sale and Interactive Voice Response as described in Section 2.3.	
Respondent must be able to process Debit and Credit Cards and Electronic Check / ACH Payments as described in Section 2.4.	
Respondent must provide processing, authorization and settlement utilizing certified processing platforms as described in Section 2.6.1.	
Respondent must settle funds within 48 hours of authorization into Participant's designated bank account at a Qualified Public Depository (per Chapter 280, F.S.) describe in Section 2.6.1.	
Respondent must provide a Disaster Recovery Plan as described in Section 2.20.1.	

I affirm that \_\_\_\_\_ complies with all Mandatory Minimum Requirements listed in Attachment H.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Title

**ATTACHMENT I**  
**EVALUATION CRITERIA**

**Evaluator's Name:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_

<b>QUESTIONNAIRE</b>			<b>Possible Point Value</b>	<b>Evaluator Point Value</b>
<b>Executive Summary</b>				
1.	How well does the Respondent meet the Letter of Certification requirements in Section 3 Tab A-1 Respondent's Statement of Agreement?	0-5		
2.	To what extent and how well does the Executive Summary describe the Respondent's overall capabilities and approach for accomplishing the requirements in Section 3 Tab A-2?	0-25		
	Total Points			
	Possible Total Points	30		
<b>Management Plan</b>				
3.	To what extent and how well does the Respondent's Management Plan demonstrate their overall experience and ability to provide ePayment services described in Section 3 Tab A-3?	0-5		
4.	To what extent and how well did the Respondent provide information on their ten (10) years experience in government or commercial projects?	0-5		
5.	To what extent and how well does the Respondent's reply demonstrate their ability to meet time schedules and stay within budget for each of the provided project(s)?	0-5		
6.	Did the Respondent provided three (3) Client References and how well do the references support the firm's ability to perform services similar to the requirements and size of this ITN? Were any issues identified by the Client References that would impact the Respondent's ability to perform the services required by the ITN?	0-5		
7.	To what extent and how well does the Respondent provide detailed descriptions and qualifications of the proposed key personnel, to include subcontractors? Were key roles and responsibilities identified and were resumes provided for each?	0-5		

## QUESTIONNAIRE

		Possible Point Value	Evaluator Point Value
8.	To what extent does the Respondent provide for dedicated staff in adequate numbers and at appropriate times to meet the needs of this ITN and to what extent does the assignment of key personnel to other contracts, projects, or clients adversely affect the performance of the services required in this ITN?	0-5	
9.	To what extent does the identified Contract Manager, Merchant Services Manager and Project Manager(s) meet the requirements of each role?	0-5	
10.	To what extent and how well does the Respondent provide independent evidence showing sufficient financial resources and stability?	0-5	
11.	Is there any pending or threatened litigation against the Respondent, if so to what degree would the litigation impact the ability to perform the services in this ITN?	0-5	
Total Points			
Possible Total Points		45	
ePayment Solution and Design			
12.	How well does the Respondent describe their overall capabilities in providing the Department with the required ePayment solution and design?	0-15	
13.	To what extent and how well does the proposed enterprise solution provide for standardization and simply future conversions, while having minimal impact to Agency Participant's business systems?	0-10	
14.	To what extent and how well does the Respondent provide ePayment services to Local Governments?	0-5	
15.	To what extent and how well does the Respondent provide ePayment services to the Department of Revenue?	0-5	
16.	To what extent and how well does the Respondent provide ePayment services to the Department of Transportation Florida Turnpike Enterprise / SunPass?	0-5	
Next Generation Solutions			
17.	To what extent were next generation ePayment solutions described and to what extent will they enhance ePayment processing?	0-5	
Total Points			
Possible Total Points		45	
Electronic Payment Processing Types			
18.	To what extent and how well does the Respondent provide for the currently accepted ePayment types?	0-35	

## QUESTIONNAIRE

		Possible Point Value	Evaluator Point Value
19.	How well does the Respondent's solution accommodate Internet eCheck guarantee services?	0-5	
<b>Other Electronic Payments</b>			
20.	Does the Respondent provide other electronic payment types or methods and how beneficial are these types or methods?	0-5	
	Total Points		
	Possible Total Points	45	
<b>Payment Card and Electronic Check Processing, Authorization and Settlement</b>			
21.	How well does the Respondent's solution provide for the processing, authorization, and settlement of ePayment transactions 24 hours a day / 7 days a week?	0-2	
22.	To what extent does the Respondent's solution provide for the use of certified processing platforms?	0-6	
23.	To what extent and how well does the Respondent's solution provide sufficient settlement detail to identify transactions?	0-4	
24.	To what extent and how well does the Respondent meet Performance and Scalability measures?	0-6	
25.	To what extent and how well does the Respondent provide for single batch settlement processing within defined batch size?	0-5	
26.	To what extent and how well does the Respondent provide for the ability to split settlement transactions?	0-2	
<b>Payment Card Settlement Reconciliation</b>			
27.	To what extent and how well does the Respondent provide the Department a daily reconciliation file?	0-25	
<b>Payment Card Chargebacks, Refunds and Adjustments, and eCheck/ACH Returns</b>			
28.	To what extent and how well does the Respondent processes Payment Card Chargebacks, Refunds and Adjustments and eCheck/ACH Returns?	0-25	
<b>Reporting and Query Requirements</b>			
29.	How well does the Respondent provide for the required ePayment solutions and Merchant Services reports and ad hoc report and query capabilities?	0-10	
30.	To what extent will the Respondent be able to provide the five (5) custom non-delivered reports?	0-6	
31.	To what extent will the Respondent be able to provide real-time web reporting of transactions from authorization through payment and reconciliation?	0-6	

<b>QUESTIONNAIRE</b>			
		<b>Possible Point Value</b>	<b>Evaluator Point Value</b>
32.	To what extent will the Respondent be able to provide bi-annual analyses and comparisons of interchange categories and comparison and trends of interchange rates?	0-3	
<b>Convenience Fees</b>			
33.	To what extent and how well does the Respondent indicate their ability to comply with Convenience Fee requirements and regulations?	0-9	
34.	To what extent can the Respondent provide for the charging of a convenience fee on a transaction and be capable of combining and or splitting the convenience fee from the transaction fee?	0-6	
<b>Billing</b>			
35.	To what extent and how well does the Respondent comply with the overall Billing requirements?	0-25	
<b>Customer Support Service</b>			
36.	To what extent and how well does the Respondent provide quality customer support services and address Participant issues?	0-25	
<b>Participant Training and Consultations</b>			
37.	To what extent and how well does the Respondent comply with overall Training and Consultation requirements?	0-25	
<b>Electronic Payment Equipment and Software</b>			
38.	To what extent and how well does the Respondent comply with the overall ePayment Equipment and Software requirements?	0-25	
	Total Points		
	Possible Total Points	215	
<b>Electronic Payment Project Management</b>			
39.	To what extent and how well does the Respondent describe how they will provide for overall planning, staffing and assigning responsibilities for a seamless contract transition?	0-10	
40.	To what extent and how well does the Respondent describe how they will transition all payment collection solutions described in this ITN?	0-10	
41.	To what extent did the Respondent provided a draft executive level project management plan to transition current ePayment participants?	0-5	
42.	To what extent did Respondent provide a detailed Project Work Plan(s) for the transition and how well does it meet the specified timeframes and provide a detailed close-out summary for each Participant-Level transition?	0-5	
43.	To what extent can the Respondent comply with the Department of Revenue transition requirements in Section 2.1?	0-10	

<b>QUESTIONNAIRE</b>			
		<b>Possible Point Value</b>	<b>Evaluator Point Value</b>
44.	To what extent can the Respondent comply with the Department of Transportation Florida Turnpike Enterprise / SunPass transition requirements in Section 2.1?	0-10	
45.	To what extent and how well does the Respondent describe how they will provide for overall planning, staffing and assigning of responsibilities to keep the Department informed on each Participant-Level project and within established timeframes and budget?	0-10	
46.	To what extent and how well does the Respondent describe how they will provide for a Project Manager, at Participant-Level projects, that will manage the overall project success and is authorized to make decisions, manage and allocate resources on behalf of the vendor?	0-10	
47.	To what extent and how well does the Respondent describe how they will provide a project work-plan for each Participant-Level project?	0-10	
48.	To what extent and how well does the Respondent describe how they will provide a detailed Close-Out Summary of each Participant-Level project and maintain an enhancement list for services needed by Participants?	0-5	
Total Points			
Possible Total Points		85	
<b>PCI/DSS Certifications and Requirements</b>			
49.	To what extent and how well does the Respondent provide for the requirement to safeguard all data processed and stored by complying with PCI/DSS requirements and providing required compliance staff?	0-25	
50.	To what extent does the Respondent provide PCI customer support and compliance staff for each Participant-Level project for compliance while ensuring that the equipment and software used is PCI/DSS compliant?	0-10	
<b>Management Escalation Procedures</b>			
51.	To what extent and how well does the Respondent describe their official escalation procedures for the handling of all issues and/or problems?	0-10	
Total Points			
Possible Total Points		45	
<b>System Requirements and Testing</b>			
52.	To what extent and how well does the Respondent's data accuracy levels meet the needs of the ITN?	0-5	
53.	To what extent and how well does the Respondent's Processing System(s) meet the needs of the ITN?	0-5	

<b>QUESTIONNAIRE</b>			
		<b>Possible Point Value</b>	<b>Evaluator Point Value</b>
54.	To what extent and how well does the Respondent describe systems availability and maintenance, participant project testing environment, data transmission security, web application standards, and software hosting options?	0-4	
55.	To what extent and how well does the Respondent's Systems and Testing environments meet the needs of the ITN?	0-4	
56.	To what extent and how well does the Respondent provide for data transmission security?	0-5	
57.	To what extent and how well does the Respondent provide for web application standards?	0-5	
58.	To what extent and how well does the Respondent provide for software hosting options?	0-2	
	Total Points		
	Possible Total Points	30	
<b>Data Management and Security</b>			
59.	To what extent and how well does the Respondent provide for the overall data management and security requirements?	0-25	
60.	To what extent and how well does the Respondent provide access to Participant's data upon cancelation, termination or expiration of the contract, including number of available formats.	0-10	
	Total Points		
	Possible Total Points	35	
<b>Disaster recovery</b>			
61.	To what extent and how well does the Respondent describe the overall Disaster Recovery Plan?	0-30	
	Total Points		
	Possible Total Points	30	
<b>Price Proposal Reply Submittal</b>			
62.	To what extent and how well does the Pricing Schedule provide for all services requested and provided?	0-160	
	Total Points		
	Possible Total Points	160	
	<b>Total Points</b>		
	<b>Total Possible Points for the Entire Evaluation Phase</b>	<b>765</b>	

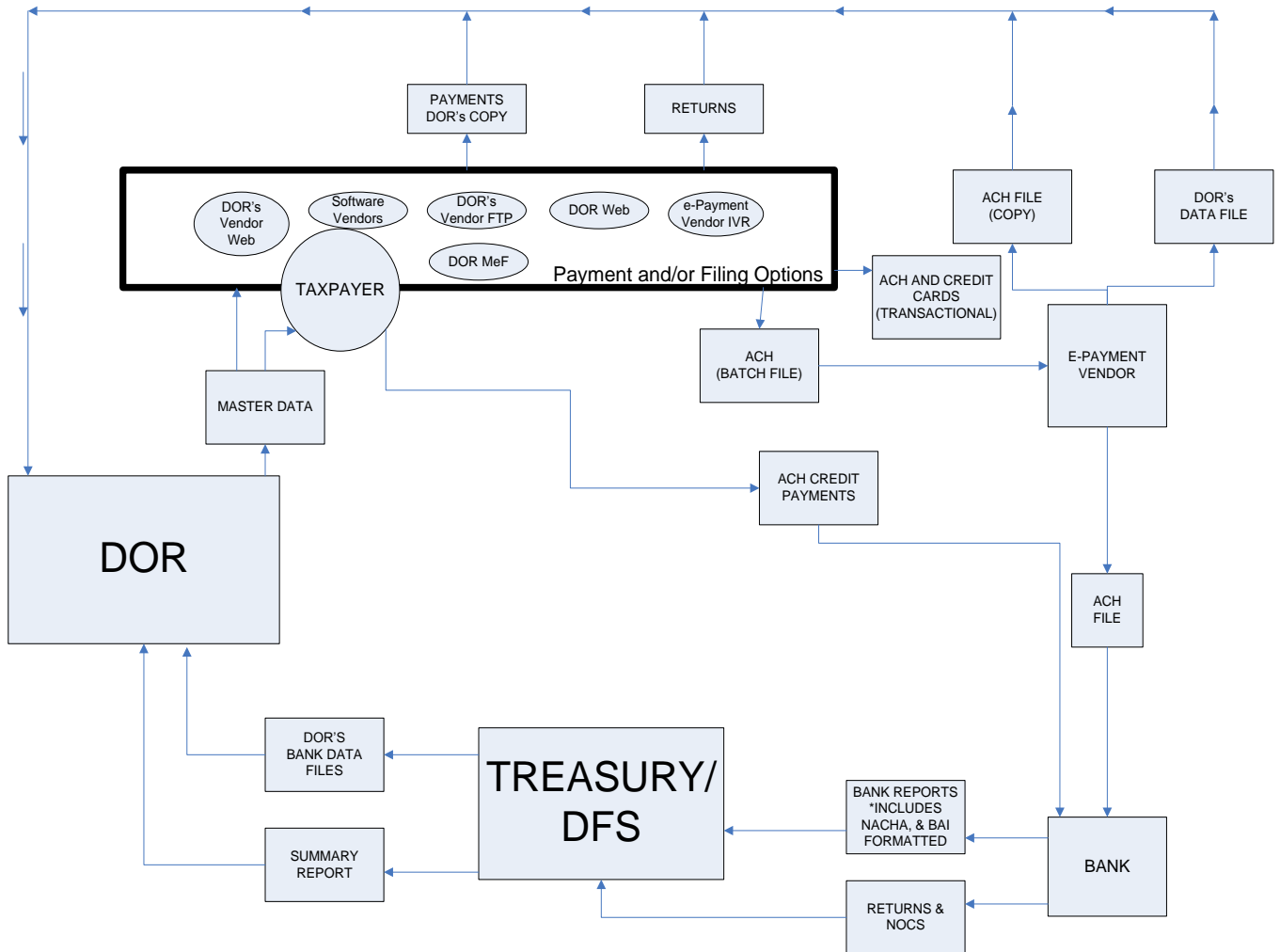


## **ATTACHMENT J FILE FORMATS**

File formats for the ePayment applications are available upon request and can be obtained from the Purchasing Agent.

# ATTACHMENT K

## DEPARTMENT OF REVENUE BUSINESS APPLICATIONS AND FLOWS



## ATTACHMENT L 2012 Holiday Schedule

State of Florida Holiday Schedule for 2012		
Holiday	Day Observed	Date Observed
New Year's Day (2012)	Monday	January 02, 2012
M. L. King, Jr. Day	Monday	January 16, 2012
Presidents' Day	Monday	February 20, 2012*
Memorial Day	Monday	May 28, 2012
Independence Day	Wednesday	July 04, 2012
Labor Day	Monday	September 03, 2012
Columbus Day	Monday	October 08, 2012*
Veterans' Day	Monday	November 12, 2012
Thanksgiving Day	Thursday & Friday	November 22 & 23, 2012
Christmas Day	Tuesday	December 25, 2012
New Year's Day (2013)	Tuesday	January 01, 2013
*Indicates Banks Closed, State e-Services Office Open Monday - Friday, 8 a.m. to 5 p.m., ET		

## **ATTACHMENT M**

### **Section 215.322, Florida Statutes**

Acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies, units of local government, and the judicial branch.—

(1) It is the intent of the Legislature to encourage state agencies, the judicial branch, and units of local government to make their goods, services, and information more convenient to the public through the acceptance of payments by credit cards, charge cards, debit cards, or other means of electronic funds transfers to the maximum extent practicable when the benefits to the participating agency and the public substantiate the cost of accepting these types of payments.

(2) A state agency as defined in s. 216.011, or the judicial branch, may accept credit cards, charge cards, debit cards, or electronic funds transfers in payment for goods and services with the prior approval of the Chief Financial Officer. If the Internet or other related electronic methods are to be used as the collection medium, the Agency for Enterprise Information Technology shall review and recommend to the Chief Financial Officer whether to approve the request with regard to the process or procedure to be used.

(3) The Chief Financial Officer shall adopt rules governing the establishment and acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies or the judicial branch, including, but not limited to, the following:

(a) Use of a standardized contract between the financial institution or other appropriate intermediaries and the agency or judicial branch which shall be developed by the Chief Financial Officer or approval by the Chief Financial Officer of a substitute agreement.

(b) Procedures that permit an agency or officer accepting payment by credit card, charge card, debit card, or electronic funds transfer to impose a convenience fee upon the person making the payment. However, the total amount of such convenience fees may not exceed the total cost to the state agency. A convenience fee is not refundable to the payor. However, this section does not permit the imposition of surcharges on any other credit card purchase in violation of s. 501.0117.

(c) All service fees payable pursuant to this section shall be invoiced and paid by state warrant or such other manner that is satisfactory to the Chief Financial Officer in accordance with the time periods specified in s. 215.422, if practicable.

(d) Submission of information to the Chief Financial Officer concerning the acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by all state agencies or the judicial branch.

(e) A methodology for agencies to use when completing the cost-benefit analysis referred to in subsection (1). The methodology must consider all quantifiable cost reductions, other benefits to the agency, and the potential impact on general revenue. The methodology must also consider nonquantifiable benefits such as the convenience to individuals and businesses that would benefit from the ability to pay for state goods and services through the use of credit cards, charge cards, debit cards, or electronic funds transfers.

(4) The Chief Financial Officer may establish contracts with one or more financial institutions, credit card companies, or other entities that may lawfully provide such services, in a manner consistent with chapter 287, for processing credit card, charge card, debit card, or electronic funds transfer collections for deposit into the State Treasury or another qualified public depository. Any state agency, or the judicial branch, which accepts payment by credit card, charge card, debit card, or electronic funds transfer shall use at least one of the contractors established by the Chief Financial Officer, unless the state agency or judicial branch obtains authorization from the Chief Financial Officer to use another

contractor that is more advantageous to the state agency or the judicial branch. The contracts may authorize a unit of local government to use the services upon the same terms and conditions for deposit of credit card, charge card, debit card, or electronic funds transfer transactions into its qualified public depositories.

(5) A unit of local government, including a municipality, special district, or board of county commissioners or other governing body of a county, a consolidated or metropolitan government, and any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections, is authorized to accept payment by use of credit cards, charge cards, bank debit cards, and electronic funds transfers for financial obligations that are owing to such unit of local government and to surcharge the person who uses a credit card, charge card, bank debit card, or electronic funds transfer in payment of taxes, license fees, tuition, fines, civil penalties, court-ordered payments, or court costs, or other statutorily prescribed revenues an amount sufficient to pay the service fee charges by the financial institution, vending service company, or credit card company for such services. A unit of local government shall verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used pursuant to this subsection and the existence of appropriate credit with respect to the person using the card or transfer. The unit of local government does not incur any liability as a result of such verification or any subsequent action taken.

(6) Any action required to be performed by a state officer or agency pursuant to this section shall be performed within 10 working days after receipt of the request for approval or be deemed approved if not acted upon within that time.

(7) This section does not prohibit a state agency or the judicial branch from continuing to accept charge cards, debit cards, or electronic funds transfers pursuant to a contract that was lawfully entered into before the effective date of this act, unless specifically directed otherwise in the General Appropriations Act. However, such contract may not be extended or renewed after the effective date of this act unless such renewal and extension conforms to the requirements of this section.

(8) When deemed administratively necessary, a state agency, as defined in s. 216.011, or the judicial branch may adopt rules requiring that payments for goods, services, or anything of value be made by electronic means, including, but not limited to, credit cards, charge cards, debit cards, or electronic funds transfers. However, the rules may not conflict with any similar rules adopted by the Chief Financial Officer. The rules must provide a method to reasonably accommodate persons who, because of technological, financial, or other hardship, may not be able to make payment by electronic means.

(9) For payment programs in which credit cards, charge cards, or debit cards are accepted by state agencies, the judicial branch, or units of local government, the Chief Financial Officer, in consultation with the Agency for Enterprise Information Technology, may adopt rules to establish uniform security safeguards for cardholder data and to ensure compliance with the Payment Card Industry Data Security Standards.

History.—s. 1, ch. 83-332; s. 15, ch. 88-119; s. 53, ch. 90-360; s. 18, ch. 92-142; s. 1, ch. 92-300; s. 16, ch. 96-324; s. 69, ch. 96-406; s. 11, ch. 97-241; s. 30, ch. 2000-164; s. 212, ch. 2003-261; s. 3, ch. 2007-251; s. 2, ch. 2008-116; s. 7, ch. 2010-151.

# ATTACHMENT N

## Section 69C-4, Florida Administrative Code

### CHAPTER 69C-4 ACCEPTANCE OF CREDIT CARDS BY STATE AGENCIES AND THE JUDICIAL BRANCH FOR CERTAIN GOODS, SERVICES, AND INFORMATION

69C-4.001	Purpose
69C-4.002	Scope
69C-4.003	Definitions
69C-4.0035	Procedures for Requesting Approval to Accept Credit Cards, Charge Cards, and Debit Cards
69C-4.004	Standard Contracts with Credit Card Service Providers
69C-4.0045	Convenience Fees
69C-4.009	Annual Reporting to the Chief Financial Officer

#### **69C-4.001 Purpose.**

The purpose of this rule chapter is to specify procedures for the establishment of an electronic payment operation, and acceptance of electronic payments by state agencies and the judicial branch for goods, services, and information and to provide for the availability of the standard contract for use by local governments.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 12-22-83, Formerly 4C-4.01, Amended 12-26-88, 1-27-99, 9-9-01, Formerly 4C-4.001, Amended 9-11-11.*

#### **69C-4.002 Scope.**

These rules govern the acceptance of electronic payments by state agencies and the judicial branch, and establish procedures for the following functions:

(1) Providing a process for state agencies and the judicial branch to request approval from the Chief Financial Officer for electronic payment acceptance, and procedures for obtaining a recommendation from the Agency for Enterprise Information Technology when the Internet or other related collection media are used;

(2) Providing a methodology for agencies to complete a cost-benefit analysis;

(3) Utilizing a standardized contract between the financial institution or other appropriate intermediaries and the state agency and judicial branch. The standard contract will be adopted by the Chief Financial Officer. The standard contract will be available for use by units of local governments;

(4) Permitting an agency or officer accepting electronic payments to impose a convenience fee upon the person making the payment;

(5) Submitting information to the Chief Financial Officer concerning the acceptance of electronic payments by all state agencies or the judicial branch.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 12-22-83, Formerly 4C-4.02, Amended 12-26-88, 1-27-99, 9-9-01, Formerly 4C-4.002, Amended 9-11-11.*

#### **69C-4.003 Definitions.**

As used in this rule chapter, the following terms are defined:

(1) Card. A credit card, charge card, or debit card that is accepted by a state agency or the judicial

branch for payment to purchase goods, services, or information.

(2) Convenience Fees. A convenience fee is a fixed rate or variable rate charge assessed by a state agency or the judicial branch to a credit card, debit card or charge card payment to help defray the cost of a unique transaction.

(3) Electronic Check. A form of payment made over the Internet that is designed to perform the same function as a conventional paper check.

(4) Electronic Funds Transfer. Refers to both Automated Clearing House (ACH) and Wire Transfer funds.

(5) Electronic Payments. Payments received through the acceptance of credit cards, charge cards, debit cards, electronic checks, or other electronic funds transfer.

(6) Financial Institution. A financial institution shall mean a qualified public depository as defined in Section 280.02, F.S.

(7) Other Appropriate Intermediaries. Any entity that is contracted to facilitate the processing of electronic payments on behalf of a state agency, the judicial branch, or a unit of local government.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 12-22-83, Formerly 4C-4.03, Amended 12-26-88, 1-27-99, 9-9-01, Formerly 4C-4.003, Amended 9-11-11.*

#### **69C-4.0035 Procedures for Requesting Approval to Accept Electronic Payments through the Use of Credit Cards, Charge Cards, Debit Cards, and Electronic Checks.**

(1) A state agency or the judicial branch desiring to accept electronic payments through the use of credit cards, charge cards, debit cards, or electronic checks shall submit a written request to the Chief Financial Officer. Each written request shall include:

(a) The type of fees being collected.

(b) The locations where the payments will be accepted.

(c) The method of acceptance, such as card reader/swipe, electronic cash register/PC, mail, telephone, automated response unit, self service terminal, the Internet, or other.

(d) The projected annual amount of collections and the projected average transaction amount.

(e) The projected dollar amount of annual service fees to be paid. Indicate the source of fee payment, e.g., general revenue or specific trust fund.

(2) The justification should include the anticipated economic and other benefits that would accrue to the state, and include:

(a) Goals and expectations.

(b) The impact on state revenues and expenditures.

(c) Effect on the private sector. Describe benefits to the public such as improved customer service and convenience to individuals and businesses.

(d) Summary of expected improvement in labor and operational efficiencies, customer payment compliance, increase in collections, reduction in bad check losses or bad debts, staffing considerations, current delays in processing payments, earlier receipt of funds, and increase in sales, e.g., retail, and any other information deemed appropriate by the proposer to explain the request.

(e) Plan for reducing and/or redirecting resources if operational efficiencies are expected.

(3) When the Internet or other related electronic methods are to be used as the collection medium, the Chief Financial Officer will obtain the recommendation of the Agency for Enterprise Information Technology as to whether to approve the request with regard to the process or procedure to be used.

(4) The application package, Form DFS-J2-1475, Request for Approval to Accept Electronic Payments and Cost Benefit Summary, Revised 2/11, which is hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-00553>, may be obtained by contacting the

Bureau of Funds Management, Division of Treasury, 200 E. Gaines Street, Tallahassee, Florida 32399, or make a request directly from the Treasury website at: <http://www.fltreasury.org/>.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 1-27-99, Amended 9-9-01, Formerly 4C-4.0035, Amended 9-11-11.*

**69C-4.004 Standard Contracts with Electronic Payment Service Providers.**

(1) Contractual arrangements in any form between a state agency or the judicial branch and a financial institution or other appropriate intermediaries to process electronic payments require the approval of the Chief Financial Officer.

(2)(a) The Chief Financial Officer has developed standard contracts for electronic payment services with the following service providers:

1. Bank of America, N.A., for Visa and Master Card (Electronic Payments Receipt System Provider Contract), current contract period of December 31, 2010 through December 30, 2012; and for Discover Financial Services, LLC (Electronic Payments Receipt System Provider Contract), current contract period of June 1, 2011 through December 30, 2012.

2. American Express Travel Related Services Company, Inc. (Agreement for American Express® Card Acceptance), current contract period of June 30, 2010 through June 29, 2015.

(b) Each of the standard contracts for electronic payment services, which are hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-00554>, specifies requirements for operation of an electronic payment processing system. The mechanisms and systems enable state agencies, the judicial branch, and local governments to accept and process electronic transactions through credit cards, charge cards, debit cards and electronic checks, provide prompt authorizations, and deliver collected funds to the designated bank account of a financial institution.

(3) A state agency or the judicial branch must use the standard contract established by the Chief Financial Officer for acceptance of electronic payments by credit card, charge card, debit card, and electronic check or obtain authorization from the Chief Financial Officer to use another contractor. If an alternative contractor is desired, the state agency or judicial branch shall present justification to the Chief Financial Officer as to why the standard contract is not acceptable and receive approval from the Chief Financial Officer before seeking an alternative contractor. An alternate agreement must meet the terms, conditions, and specifications provided for in the standard contract relative to pricing, reporting, reconciliation, settlement, and funds availability. The Chief Financial Officer will consider unique requirements of a state agency or the judicial branch that are not provided for in the standard contract in making a determination whether to approve an alternative contractor.

(4) Contracts must specify that proceeds of credit cards, charge cards, debit cards, and electronic checks (settlement) shall be delivered to the designated state bank account within 48 hours after completion of the transaction.

(5) A copy of the standard contract may be obtained by contacting the Bureau of Funds Management, Division of Treasury, 200 East Gaines Street, Tallahassee, Florida 32399, or make a request directly from the Teasure website at: <http://www.fltreasury.org/>.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 12-22-83, Formerly 4C-4.04, Amended 1-26-88, 1-27-99, 9-9-01, Formerly 4C-4.004, Amended 9-11-11.*



**69C-4.0045 Convenience Fees.**

(1) A convenience fee may not be imposed if prohibited by state law or the regulations of the specific card company(s) being used by the state agency or the judicial branch.

(2) The convenience fee must be related to convenience to the consumer, such as eliminating a need to make a payment in person.

(3) The convenience fee should be assigned to payment methods such as telephone, automatic response units, the Internet, or other non-standard payment processing methods. Similar transactions must be charged the same fee.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 1-27-99, Amended 9-9-01, Formerly 4C-4.0045, Amended 9-11-11.*

**69C-4.009 Annual Reporting to the Chief Financial Officer.**

State agencies shall submit the following information to the Chief Financial Officer: Within 30 days of the end of the state fiscal year, state agencies or the judicial branch with an established electronic payment operation shall file an annual report with the Chief Financial Officer containing the following information for each type of transaction related to the fiscal year just ended.

(1) Name of accepting agency and location. Show where these transactions are accepted.

(2) Types of collections.

(3) Total receipts by transaction type.

(4) Number of transactions by transaction type.

(5) Name of service provider.

(6) Total annual service fees paid. Provide total amount of fees remitted to the service provider, indicating the source of payment:

(a) Offset by sale of goods, services, or information.

(b) Appropriated funds.

(c) Compensating balance.

(d) Other (Specify).

(7) Service provider's schedule. Specify the discount rate or service fee, and the basis for calculation.

(8) Actual reduction in staffing or resources resulting from increased efficiencies.

*Rulemaking Authority 215.322(3) FS. Law Implemented 215.322 FS. History—New 12-26-88, Amended 1-27-99, 9-9-01, Formerly 4C-4.009, Amended 9-11-11.*

**ATTACHMENT O**

*[Insert affidavit provided by the Department of Financial Services in which the contractor attests that the contract is in compliance with the preferred-pricing clause and will submit such affidavit annually.]*

**VENDOR AFFIDAVIT  
Regarding the Contract Between  
[ ] (the “Contractor”)  
and  
The Florida Department of Financial Services**

**Contract No.:** [ ] dated [ ] (the “Contract”)

Pursuant to section \_\_\_\_\_ of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the preferred-pricing clause contained in the Contract.

PRINT CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Representative

Print Representative’s Name/Title: \_\_\_\_\_

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

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary  
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] \_\_\_\_ Personally Known OR \_\_\_\_ Produced the following I.D. \_\_\_\_\_

Vendor Name \_\_\_\_\_

Vendor’s Authorized Representative Name and Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_