

**ORIGINAL****Contract****King County**

Department of Executive Services  
 Finance and Business Operations Division  
**Procurement and Contract Services Section**  
 206-263-9400 TTY Relay: 711

**THIS CONTRACT #5899650** ("Contract") is entered into by **KING COUNTY**, Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and Point & Pay, LLC (the "Contractor"), whose address is 110 State Street E., Suite D, Oldsmar, Florida 34677. The County is undertaking certain activities related to the County's enterprise electronic payment processing system and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

**NOW, THEREFORE**, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

**I. CONTRACT DOCUMENTS**

The Contractor shall provide all Work described in this Contract, which consists of the following documents and Proposer responses to attachments, each of which are made a part hereof by this reference:

Contract, which consists of this page, the Terms and Conditions, and the following:

- ☐ Scope of Work ..... Exhibit 1
- ☐ Mandatory Requirements..... Attachment A
- ☐ Optional Requirements ..... Attachment B
- ☐ Price..... Exhibit 2
- ☐ Performance Requirement/Service Level Agreement..... Exhibit 3
- ☐ Certificate(s) of Insurance and Policy Endorsement ..... Exhibit 4
- ☐ Contractor's Business Continuity Plan ..... Exhibit 5

**II. ORDER OF PRECEDENCE**

In the event of a conflict, the following order of precedence shall apply:

1. Contract Amendment(s)
2. Contract, with its Exhibits as noted above
3. Request for Proposal (if applicable - as modified by any addenda)
4. Best and Final Offer (if applicable)
5. Contractor's Proposal (if applicable)

**III. CONTRACT TERM**

This Contract shall be effective when countersigned by King County and shall expire seven (7) years after the County signs the Contract, unless extended or terminated earlier pursuant to the terms and conditions of this Contract. Once an Agency is fully implemented with the Work as deemed by the County, the terms and conditions of the Service Level Agreement and warranties provided herein shall apply to the respective Agency. The maximum term for this Contract, consisting of the initial term plus extensions, is ten (10) years. Any Software License provided under this Contract shall be perpetual.

#### IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

**POINT & PAY, LLC**

\_\_\_\_\_  
Authorized Signature

Kevin Connell, President

\_\_\_\_\_  
Name and Title (Print or Type)

Date

Accepted: January 12, 2017

**KING COUNTY**

\_\_\_\_\_  
Authorized Signature

*Ken Guy, Finance Director*  
\_\_\_\_\_  
Name and Title (Print or Type)

Date

Accepted: 1-18-17

Approved as to form only: *Al Nguyen*  
King County Prosecuting Attorney  
*Senior Deputy*

## TERMS AND CONDITIONS

### SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**Acceptance or Accepted:** Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

**Buyer:** Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

**Contract Amendment:** A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

**Contract or Contract Documents:** The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

**Contractor:** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

**County:** King County and its officers, employees, agents, contractors, and subcontractors.

**Data:** Any information created or provided under this Contract

**Day:** Calendar day.

**Documentation:** Technical publications and/or documentation relating to the use of the Software or SaaS to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the County on the features, uses, and functions of the Software or SaaS.

**Effective Date:** The date the Contract is countersigned by the County.

**Enhancement:** Technical or functional additions to the Software or SaaS to improve Software or SaaS functionality and/or operations. Enhancements are delivered with new releases of the Software or SaaS.

**Error:** An unanticipated Software or SaaS problem resulting in program behavior not following the Software's logical design and/or the Contract.

**Final Acceptance:** The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

**Measurable Amount of Work:** For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

**Object Code:** The executable, machine-readable, form of a Software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

**Person:** Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

**Project Manager:** The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

**Provide:** Furnish without additional charge.

**RCW:** The Revised Code of Washington.

**SaaS:** Software as a service.

**Scope of Work (SOW):** An Exhibit to the Contract consisting of written descriptions of the Software or SaaS to be performed or Provided or the technical requirements to be fulfilled under this Contract.

**Services:** The furnishing of labor, time or effort by a Contractor, including Software Maintenance or support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

**Software:** All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, localized versions of the computer Software programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the County.

**Source Code:** A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

**Subcontractor:** The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

**Update:** All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

**Upgrade:** Subsequent releases of the Software or SaaS and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0 or minor releases, such as 6.3 to 6.4.

**Virus:** Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

**Work:** Everything to be Provided and done for the fulfillment of the Contract and shall include Contractor's Systems, all Software, SaaS, Hardware and Services specified under this Contract, including Contract Amendments and settlements.



## **SECTION 2      GENERAL PROVISIONS**

### **2.1      Administration**

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

### **2.2      Acceptance Testing**

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. **Acceptance Process.** Upon completion of either the phase or milestone, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the phase or milestone requirements set forth in the Contract. After notice by Contractor of completion of the phase or milestone, County will issue a written notice of phase or milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. **Correction of Deficiencies Process.** If the work of the phase or milestone is rejected, Contractor will have ten (10) Days to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the work has been corrected, the Acceptance test will start again and the County will either issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance with the phase or milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the work fails to comply with the phase or milestone after Contractor's second attempt to correct the work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective action(s), up to and, including declaring a material breach of Contract.

### **2.3      Final Acceptance Testing**

The County shall begin the Final Acceptance testing as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include ninety (90) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.

- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If the County determines that the Work is not Acceptable, the County shall notify the Contractor, describing the deficiencies.
- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another ninety (90) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more ninety (90) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test, the County will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work, the County may declare a material breach of Contract.

## **2.4 Warranty**

### **A. No Waiver of Warranties and Contract Rights**

Conducting of tests and inspections, review of Scope of Work or plans, payment for Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

### **B. Warranty Term**

The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of the County's Acceptance of such Work for each Agency. Any Work corrected shall be subject to this paragraph to the same extent as the Work initially Provided.

### **C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors**

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

## **2.5 Express Warranties for Work**

- A. Contractor warrants that during the Contract term, the Work Provided hereunder shall be free from significant programming Errors and when used in accordance with this Contract shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that it has full power and authority to license or sublicense the Contractor's System, Software and or SaaS, and any applicable third party software, to the County without the consent of any other Person.
- C. Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract.
- D. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner; and that the Work shall conform to the standards generally observed in the industry for similar Work.
- E. Contractor warrants that the Contractor's System, Software and or SaaS, the License to the County to use the Contractor's System, Software and or SaaS, instructions for use of the Contractor's System, Software and or SaaS, Documentation and the performance by Contractor of the Software and or SaaS, shall be in compliance with all applicable laws, rules and regulations.
- F. Contractor warrants the tapes, CDs, DVDs or other media delivered to the County to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the County.
- G. Contractor warrants that the Contractor's System, Software and or SaaS provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as: "backdoor shutdown mechanisms," "time bombs," "automatic unauthorized connection to outside systems," programming that responds to or Provides information to outside systems' "pinging," and features that can "retire," "shut down," "cripple," or "stop" the Work. Contractor further warrants that neither the Software and or SaaS alone or through Contract with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Work.
- H. Contractor warrants that future maintenance of Contractor's System, Software and or SaaS releases shall not degrade the Contractor's System, Software and or SaaS, cause a breach of any other warranty or require the County to purchase new or additional hardware or Software and or SaaS for continued operation of the Software and or SaaS.
- I. The Contractor warrants functionality as described in the Scope of Work and represents that the configuration identified in the Contract has been specifically selected and designed for the County as being an operationally efficient integration of hardware, Software and or SaaS.

- J. Contractor shall be responsible for Providing and implementing a Software and or SaaS system that is successfully integrated into the existing system environment of the County and meets the functional requirements as specified in this Contract.

The Express Warranties Set Forth In This Section Are In Lieu Of All Other Warranties, Express Or Implied, Including But Not Limited To The Implied Warranties Of Merchantability And Fitness For A Particular Purpose.

## **2.6 Warranty Remedies**

- A. If at any time during the twelve (12) month period immediately following the County's Acceptance of the Work for the Agency, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially Provided.
- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

## **2.7 Defective Work**

Prior to the County's use of the Work, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within ten (10) Days of receiving such notification, the Contractor shall

correct items documented in the County's notification or supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

## **2.8 Payment Procedures; Prompt Payment of Subcontractors**

For Work Accepted by the County the Contractor shall furnish invoices to King County; Director, Finance and Business Operations Division; 401 5th Ave., CNK-ES-0300; Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and any applicable Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit 2, Price, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

## **2.9 Pricing**

Prices should remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the County.

The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

The Contractor warrants that the prices charged to the County shall not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions ("Similar Customer").

Furthermore, if a Similar Customer pays less than the County, Contractor shall immediately extend the same price to the County.

#### **2.10 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

#### **2.11 Contract Amendment**

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

#### **2.12 Changed Requirements**

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.11, Contract Amendment.

#### **2.13 Taxes, Licenses, and Certificate Requirements**

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

#### **2.14 Notices**

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
King County Director, Finance and Business Operations Division 401 5 <sup>th</sup> Ave, CNK-ES-0300 Seattle, WA 98104	Point & Pay, LLC 110 State Street E., Suite D. Oldsmar, FL 34677
<a href="mailto:FBOD.DirectorsOffice@kingcounty.gov">FBOD.DirectorsOffice@kingcounty.gov</a>	<a href="mailto:KConnell@pointandpay.com">KConnell@pointandpay.com</a>

## **SECTION 3      LEGAL RELATIONS; INDEMNITY and INSURANCE**

### **3.1      Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

### **3.2      Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or Work Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Work: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.

### **3.3      Limitation on Liability**

- A. Contractor will not be liable for any errors or omissions in data provided by the County or customers for use in providing the Work.
- B. Contractor will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any payment.

### **3.4      Evidence and Cancellation of Insurance**

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location



and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.

- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

### **3.5 Insurance Requirements**

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Contract.
- C. For all coverages:
  - 1. Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.
  - 2. If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.
- D. Minimum Scope of Insurance  
Coverage shall be at least as broad as:
  - 1. General Liability: Insurance Services Office form number (CG 00 01 current edition) covering **COMMERCIAL GENERAL LIABILITY**.
  - 2. Professional Liability: Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

3. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.
4. Employers Liability or "Stop Gap": The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

Technology Professional Liability/Cyber Liability: Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, dissemination or destruction of electronic data, business interruptions, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

### **3.6 Minimum Limits of Insurance**

The Contractor shall maintain limits no less than, for:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- B. Professional Liability, Errors and Omissions: \$5,000,000 per Claim and \$5,000,000 in the Aggregate.
- C. Auto Liability: \$1,000,000 combined single limit.
- D. Workers' Compensation: Statutory requirements of the state of residency.
- E. Employers Liability Stop Gap: \$1,000,000.
- F. Technology Professional & Cyber Liability: \$5,000,000 per Claim and \$5,000,000 in the Aggregate

### **3.7 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

- A. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. **Liability Policies (except Workers' Compensation and Professional Liability):**
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent).
  - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
  - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

### **3.8 Acceptability of Insurers**

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

### **3.9 Subcontractors**

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

### **3.10 Work Site Safety**

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

### **3.11 Endorsements**

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 current edition" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

## **SECTION 4      CONFLICTS of INTEREST and NON-COMPETITIVE PRACTICES**

### **4.1      Conflicts of Interest and Non-Competitive Practices**

- A.    Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B.    Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
  - 1.    No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
  - 2.    No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
  - 3.    Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C.    Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
  - 1.    County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
  - 2.    Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

## **SECTION 5      RECORDS and AUDITS**

### **5.1      Retention of Records, Audit Access and Proof of Compliance with Contract**

#### **A.      Retention of Records**

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

#### **B.      Audit Access**

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

### **5.2      Audit Exception**

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

### **5.3      Federal Funding Audit**

If the Contractor expended a total of \$500,000 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, which shall comply with the requirements of Generally Accepted Auditing Standards (GAAS), Government Accountability Office's (GAO) Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **5.4      Public Records Requests**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such

portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

## **SECTION 6      INTELLECTUAL PROPERTY**

### **6.1      Patents, Copyrights, and Rights in Subject Data**

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County, in its sole discretion, shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

Contractor acknowledges and agrees that the County owns all of its Data, pre-existing intellectual and other property, and derivatives of such Data (hereinafter "County Data") and shall at all times have access to County Data, and shall not be prevented from Contractor from retrieving County Data and that all such access shall be at no charge to the County.

The Contractor shall ensure that the substance of the foregoing subsections is included in each subcontract for the Work under this Contract.

### **6.2      Trademark License**

The County grants Contractor a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to the County. The County shall provide the Client Marks to the Contractor for use with the Services.

### **6.3      Nondisclosure of Data**

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

### **6.4      Non-Disclosure Obligation**

While performing the Work under this Contract, the Contractor and Subcontractor may encounter personal information, licensed technology, drawings, schematics, manuals, data, sealed court records, and other materials described as "Confidential," "Proprietary," or "Business Secret." The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the



County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

## **6.5 Contractor's Intellectual Property**

Any enhancements made to Contractor's shared SaaS platform for use in connection with the Services remains the exclusive property of Contractor. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages hosted by Contractor, and made accessible through use of the Services are the copyrighted intellectual property of Contractor and may not be copied in whole or part by anyone.

County will not reverse engineer, reverse assemble, decompile or disassemble any of Contractor's intellectual property, nor will County attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. County is expressly prohibited from sublicensing use of the Service to any third parties who are not the County's agents or third party contractors. If County becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section, County will promptly notify Contractor.

## **SECTION 7      NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE**

### **7.1      Nondiscrimination and Equal Employment Opportunity**

#### **A.      Nondiscrimination in Employment**

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

#### **B.      Equal Employment Opportunity Efforts**

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

#### **C.      Equal Benefits to Employees with Domestic Partners**

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

#### **D.      Nondiscrimination in Subcontracting Practices**

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual

orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

**Policy.** It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

**Inquiries and Information Regarding King County Certified SCS Firms.** Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

**Definitions.** The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750,000.

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

#### H. Required Submittals During Work

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

#### I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages,

withholding payment and any other sanctions provided for by Contract and by applicable law.

## **7.2 Requirements of King County Living Wage Ordinance**

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract.

The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## **SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION**

### **8.1 Claims and Appeals**

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

### **8.2 Mediation and Arbitration**

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

### **8.3 Applicable Law and Forum**

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

## **SECTION 9      TERMINATION**

### **9.1      Termination for Convenience/Default/Non-Appropriation**

#### **A.      Termination for Convenience**

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

#### **B.      Termination for Default**

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1.    A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.14. The Contractor shall have ten (10) Days from the date of receipt to cure the default or, at the County's discretion, provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2.    If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.14 setting forth the manner in which the Contractor is in default and the effective date of termination.
3.    The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4.    The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

#### **C.      Termination for Non-Appropriation**

1.    If expected or actual funding is withdrawn, reduced or limited in any way prior to Final Acceptance and/or Completion of the Project, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
  - a.    Subject to subsection b, the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;

- b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
  - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
- 2. Notwithstanding subsection 1, funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.



## **SECTION 10 MISCELLANEOUS**

### **10.1 Other Public Agency Orders**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **10.2 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy FIN 10-1-1 (AP), Section 7.2 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **10.3 Force Majeure**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

### **10.4 Recycled Products Policy**

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. Ref: KCC Chapter 10.16 RECYCLED PRODUCT PROCURMENT POLICY & King County Executive Policy CON 7-1-2 (AP).

### **10.5 HIPAA – Protecting Patient Privacy**

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

#### **10.6 No Third Party Beneficiary**

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

#### **10.7 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

#### **10.8 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

#### **10.9 Background Checks**

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

#### **10.10 County Responsibilities for Data Security**

County will continue to comply with and be bound by the rules and regulations of Visa, MasterCard and any other card association or network organization related to cardholder and transaction information security, including without limitation, Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program ("CISP") and MasterCard's Site Data Protection Program ("SDP"), which may be modified from time to time. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant.

## **SECTION 11 SPECIFIC SaaS CONTRACTUAL TERMS AND CONDITIONS**

### **11.1 License**

Subject to the terms and conditions set forth in this Contract, including payment of the license fees by County to Contractor, Contractor hereby grants to County a non-exclusive, non-transferable license to use the SaaS during the term of this Contract to achieve the purposes stated herein, as well as any Documentation and training materials.

### **11.2 Business Continuity**

In the event that Contractor's infrastructure or data becomes lost, damaged or destroyed, Contractor shall immediately, and not longer than two (2) hours, implement the Contractor's Business Continuity Plan, as set forth in Exhibit 5, in order to continue to provide the SaaS. Contractor's obligation to reimburse the County's costs related to lost, damaged or destroyed data shall be determined by the County.

The plan, at a minimum, shall include the services of a third party recovery provider for which the County shall be the first in the order of recovery among Contractor's customers. The third party recovery provider shall provide and assist Contractor in its operations, system management and technical support.

The Contractor shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system. Contractor will assist the County in providing such a functioning, operational system or restoring its system to full functionality within two (2) hours of the County's notification or of the Contractor becoming aware of a system failure requiring activation of its Business Continuity Plan, whichever comes earliest.

No County Data shall be lost in the performance and implementation of the Business Continuity Plan. For an abundance of clarity, this means Contractor shall provide an RPO of zero (0) hour and an RTO of two (2) hours.

In the event that the SaaS is interrupted, the Data may be accessed and retrieved within two (2) hours at any point in time, regardless of whether the Contractor meets the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) performance levels specified above. Additionally, Contractor shall store a backup of Data in an off-site "hardened" facility no less than daily, maintaining the security of Data, the security requirements of which are described herein.

In the event of a conflict between Contractor's Business Continuity Plan and this Section (Section 11), the Scope of Work or the Service Level Agreement; this Section, the Scope of Work or the Service Level Agreement shall take precedence over Contractor's Business Continuity Plan.

### **11.3 Enhancements, Upgrades, Replacements and New Versions of SaaS**

A. The Contractor agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor customers.

- B. During the term of this Contract, the Contractor shall notify the County of the availability of newer versions of the SaaS and within thirty (30) Days Provide the County with this new version. The Contractor shall Provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the SaaS as they are made available. The Contractor shall also Provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions of the SaaS.
- C. During the Contract term, Contractor shall not delete a feature or functionality in its SaaS to the County unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to the deleted feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

#### **11.4 Contractor's Use of Data**

Contractor may use the Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose other than the following:

- A. May observe and report back to the County on County's usage of the SaaS, and make recommendations for improved usage of the SaaS;
- B. Ensure that the data center containing County Data meets the following physical and electronic security requirements
  1. Single point of entry;
  2. Main access monitored with additional access for emergency purposes only;
  3. Surveillance cameras in facility;
  4. Access validation with identity check;
  5. Access only to persons on Contractor's approved access list;
  6. Log-in validation;
  7. Creation of accounts only as verified by Contractor or subcontractor hosting provider;
  8. Access to servers via encrypted means; and
  9. Servers running behind security firewall.

#### **11.5 Disposition of Data; Back-up Data**

In addition to the rights granted in Section 6.1, County retains the right to use the SaaS to access and retrieve County content and data stored on Contractor's infrastructure at its sole discretion.

Contractor shall back up Data once in each 24-hour period.

## **11.6 Infrastructure and Security**

Contractor shall take technical and organizational measures to keep Data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and must deal with the Data only in accordance with County's instructions.

At a minimum, Contractor shall be responsible for establishing and maintaining an information security program that is designed to:

- A. Ensure the security and confidentiality of the Data;
- B. Protect against any anticipated threats or hazards to the security or integrity of the Data;
- C. Protect against unauthorized access to or use of the Data;
- D. Ensure the proper deletion of Data;
- E. Ensure that all Contractor's Subcontractors, if any, comply with the foregoing.

In no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the County's Information Security Program.

## **11.7 Location of Data**

Contractor warrants and represents that it shall store and process County data and content only in the continental United States.

## **11.8 Data Center Audit and Certification**

An SOC 3 audit certification shall be conducted annually, and Contractor agrees to provide the County with the current SOC 3 audit certification upon the County's request.

At its own expense, the County shall have the right to confirm Contractor's infrastructure and security practices via an onsite inspection at least once a year. In lieu of an on-site audit and upon the County's request, Contractor shall complete an audit questionnaire regarding Contractor's information security program.

In addition, Contractor agrees to have an independent third party perform a security audit at least once a year. The audit results and Contractor's plan for addressing or resolving the audit results shall be shared with the County within ten (10) business days of Contractor's receipt of the audit results. The audit should minimally check for buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other well-known vulnerabilities.

## **11.9 Data Breaches**

Contractor shall report, either orally or in writing, to the County any use or disclosure of County data or content not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed County data or content. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall

identify (i) the nature of the unauthorized use or disclosure, (ii) the County covered data or content, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provisions in this Contract, Contractor shall be liable for all damages, fines and corrective action arising from disclosure of such information caused by Contractor's breach of its data security or confidentiality provisions hereunder.

#### **11.10 Services Provided by a Subcontractor**

Prior to the use of any subcontractor for SaaS under this Contract, Contractor shall notify the County of the subcontractor(s) that will be involved in providing any of the SaaS to the County and obtain the County's written consent.

In the event that Contractor terminates its agreement with the subcontractor, Contractor shall first allow the County to assume all of the rights and obligations of Contractor under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor shall provide the County with advance written notice of its intent to terminate the agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the agreement.

#### **11.11 Importation of Data**

Within one (1) Day of notification of termination of this Contract, the Contractor shall provide the County with complete, secure and dedicated data and content files suitable for importation into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of Data contained in the Contractor's system. The structure of the relational database will be specific to the Data and will not be representative of the proprietary Contractor database.

#### **11.12 Termination Assistance Services**

During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract, in whole or in part, Contractor agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:

- A. Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor to the successor.
- B. Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor;
- C. Using its best efforts to assist and make available to County any third-party services then being used by Contractor in connection with the SaaS; and

D. Such other activities upon which the parties may agree.

**END OF TERMS AND CONDITIONS**

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**KING COUNTY ELECTRONIC PAYMENT PROCESSING  
SYSTEM IMPLEMENTATION SERVICES**

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**Glossary of Terms**

<b>Term/Acronym</b>	<b>Definition/Description</b>
ACH	Automated Clearing House, an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank
Agency	Any department, or office managed by an elected official of any branch of King County government
API	Application Programming Interface, set of routines, protocols, and tools for building software and applications
Association	Also "Card Associations," an Association is a network of issuing banks and acquiring banks that process payment cards of a specific brand. Familiar payment card association brands include China UnionPay, RuPay, Visa, MasterCard, American Express, Discover, Diner's Club, and JCB.
Bridge API	An Application Programming Interface for payment processing developed by King County to enable the initial integration of the County's applications with the Contractor's Systems. This is a temporary mechanism in the first step of a two-step process to allow for a more rapid conversion to the Contractor's Systems. (Step 1 is a migration of a County application from the prior payment processor (FIS) to the Contractor's System through use of the Bridge API. Step 2 is typically upgrading from the Bridge API to the ECommerce API, or it may be replacement of the application.)
Cardholder Information	Cardholder information is any personally identifiable information (PII) associated with a person who has a credit or debit card, including the primary account number (PAN) along with any of the following data types: cardholder name, expiration date or service code
Contractor's System	A computerized business application or technical infrastructure component provided by the Contractor and consisting of hardware, software, network, interfaces, data, documentation, and any other elements needed for its functioning. A System may in turn consist of multiple Systems at a lower level, and these may be developed by different organizations, such as Subcontractors, and housed at different physical locations.
COTS	Commercial off-the-shelf software
County Consolidated Storefront	King County developed and supported web portal services at the front end of the electronic payment process that, among others, displays to customers an Agency's products and services, customer payment history, and account balances (amount due); and redirects customers to the County's approved electronic payment processor vendor gateway for entry of sensitive cardholder payment information
County's System	A computerized business application or technical infrastructure component provided by the County or one of its third-party contractors and consisting of hardware, software, network, interfaces, data, documentation, and any other elements needed

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<b>Term/Acronym</b>	<b>Definition/Description</b>
	for its functioning. A System may in turn consist of multiple Systems at a lower level, and these may be developed by different organizations and housed at different physical locations.
Credit Card	A card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card, which may be used to pay for goods and services from merchants or organizations participating in the corresponding credit card program
Date/Time Stamp	The date/time in which the transaction was submitted to Contractor.
Debit card	A card indicating that the holder named on the card has an open account in a financial institution shown on the card and that the holder named on the card is authorized to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction
DES	King County Department of Executive Services
DJA	King County Department of Judicial Administration (Superior Court Clerk)
DNRP	King County Department of Natural Resources and Parks
DPER	King County Department of Permitting and Environmental Review
ECommerce API	An Application Programming Interface developed by KCIT that enables County application storefronts outside of the Consolidated Storefront to communicate with the Contractor's payment processing API.
Electronic Check	Also "e-check," an ACH debit that is initiated by the customer against an open account in a financial institution that is authorized for use to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction
Electronic Payment Processor	Also "payment processor," an electronic payments vendor, often a third party, appointed by a merchant to handle transactions from various channels such as credit cards and debit cards for merchant acquiring banks
Electronic Payment Services	Any service provided by a vendor who acts as an intermediary in processing an electronic payment, including, but not limited to; merchant banking services, credit card payment processing, ACH debit origination processing, and payment gateway services.
Electronic Payments	Also "e-payments," any financial transaction by which funds are transferred to the county through available electronic payment channels or types
Electronic Payments Steering Committee	The committee of King County representatives, chaired by the Finance Director, who provide guidance, advice, and oversight of

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<b>Term/Acronym</b>	<b>Definition/Description</b>
	County electronic payment strategy, and assistance to departments as part of the county's Electronic Payments Management Plan
End-User	King County business staff who will utilize the System
FIS	Fidelity National Information Services
FBOD	King County Finance and Business Operations Division
IVR	Interactive Voice Response, a System that allows users to pay for services over the telephone or other audio-signal carrier using a credit card
KCIT	King County Department of Information Technology
Merchant Account	Contractor's internal account identification number. The merchant account will accept electronic payment transactions, then transfer funds by depositing in or withdrawing from the Agency account
Merchant Services Provider	Bank, internet service provider, or other firm that provides electronic payment transaction processing Systems to merchants
Oracle EBS	Oracle Enterprise Business Suite, King County's financial management System of record
Payer	Party from whom funds are collected
Payment Channel	A payment channel is the portal or delivery method by which customers' payments are sent to a financial institution. Traditional payment channels include counter service, mail and drop-box; electronic payments expands options to include online, counter POS, IVR, kiosk, and mobile.
Payment Gateway	Software designed to process electronic payments and return the results of the payment authorization and settlement to the calling application. The Payment Gateway allows a consumer to enter bank card information for payment. This puts it within the scope of PCI-DSS.
Payment Type	Visa, MasterCard, American Express, Discover, Debit, Credit or Electronic Check
Period	The reporting phase, usually weekly or monthly, indicating the time frame that the report covers and the frequency for issuing the report.
Phase	<p>"Phase," when capitalized, refers to the Phase of the Contract related to Agency System implementations. (The Contract has two (2) Phases: "Phase 1: Migration of Existing and Other In-scope Systems" and "Phase 2: On-boarding New Agency Systems.") When lower case, "phase" refers to the software development project phase, for example, the planning and design phase. Each Agency System implementation under this Contract is a separate project with its own phases.</p> <p>Phase 1 in its entirety consists of these separate Agency projects, in addition to its own planning and design, and close-out phases. Where there is any ambiguity, such as where the first word of a sentence or a key word in a title must be capitalized, the terms will be clarified as "Contract Phase" for Phase 1 or Phase 2 and "Project phase" or "Program phase" for the software development phases.</p>

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<b>Term/Acronym</b>	<b>Definition/Description</b>
PCI-DSS	Payment Card Industry Data Security Standards, a widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information
POS	Point-of-sale, a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method) in-person at the time of sale
Project Manager	The individual designated to manage the project on a daily basis and may represent respective parties for Contract administration
RALS	King County Records and Licensing Services Division
SaaS	Software as a Service
Service Fee	Transaction fee that is charged to a customer for the convenience of making an electronic payment. If this fee is charged to a customer, it typically covers all or a portion of a payment vendor's transaction costs, including interchange, assessments and processing costs.
Transaction Dollar Amount	Total amount (expressed in US dollars) of the transaction (merchant amount plus service fee)
User	King County business staff who will utilize the System

## **1.1 Overview**

This Scope of Work (SOW), including the attachments, details the effort necessary to plan, install, configure, migrate services from existing electronic payment applications, test, implement for productive use, and interface with King County Systems and other contracted vendor software, to meet the requirements as stated herein.

King County (the "County") has selected the Contractor to serve as the County's enterprise electronic payment processor and electronic payment system and services provider for County Agencies, based on the requirements listed in Attachments A and B. The following section summarizes the Contractor's Systems and services included in this Scope of Work.

## **1.2 Systems and Services**

- A. The Contractor shall provide professional services that enable county Agencies to accept electronic payments for all County products and services. The Contractor shall set up and maintain Agency merchant accounts and shall provide electronic payment Systems and services to support both card-present and card-absent transactions in which the Agency may absorb or pass on a transaction fee to the Payer through the Payment Channels. All payment transactions will be processed via secured data transmission protocols. The parties to each transaction will be the Cardholder, the County and Agency, and the Contractor.

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- B. A Service Fee will be charged by the Contractor to utilize Contractor Services. Each Payer charged a Service Fee will be sent a notice each time they use the Services stating that the Services are provided by the Contractor and that a fee is being charged for use of the Services.
- C. The Contractor shall replace two current payment processors that provide services to the County: Fidelity National Information Services (FIS) and Bank of America. FIS currently serves as the payment processor for electronic payments made through the following Payment Channels: Web/online, Point of Sale (POS) transactions when service fees are passed on to customers, and hosted IVR. Bank of America serves as the payment processor for electronic payments for POS transactions when service fees are absorbed by the Agency.
- D. The Contractor shall work with each County Agency listed in this Scope of Work, per Section 1.3, and any others that may be identified by the County during the course of this project, at no additional cost to the County, to plan, design, configure, test, implement, and support its specified electronic payment Systems and services, including, but not limited to, the following Payment Channels:
  - 1. Web/Online. The Contractor shall provide a hosted Payment Gateway to replace the King County Information Technology (KCIT) Department's custom-developed Payment Gateway to process electronic payments and return the results of the payment authorization and settlement to the County Agency application.
  - 2. Point of Sale (POS). The Contractor shall provide the specified point of sale Systems, services, and maintenance, including but not limited to POS hardware and configuration.
  - 3. Interactive Voice Response (IVR). The Contractor shall provide hosted interactive voice response Systems, services, and maintenance for the specified applications.
- E. The Contractor shall provide a payment processing interface to the Contractor's System from the County's Consolidated Storefront and its related ECommerce Application Programming Interface (ECommerce API), as specified in the requirements in Attachments A and B. King County's Information Technology Department (KCIT) is developing the Consolidated Storefront for selected Web/Online application modules to serve as a single point of communication with the Contractor for web/online payment transactions for those modules. Other County application storefronts outside of the Consolidated Storefront will use the related KCIT Ecommerce API to communicate with the Contractor's payment processing API. The Consolidated Storefront and the ECommerce API will use the Contractor payment form to allow the customer to enter Cardholder Information, process the payment, and provide authorization and settlement information. Section 1.3 identifies which Agencies' Web/Online application modules will use KCIT's consolidated storefront or the related ECommerce API.
- F. The Contractor shall work with Agencies and their County-authorized (SaaS and/or COTS) contractors to set up and configure direct integrations between Systems provided by County-authorized (SaaS and/or COTS) contractors and the payment

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processor. These third-party contractors include, but are not limited to, the contractors listed in Section 1.3 Phase 1: Migration of Existing and Other In-scope Systems.

- G. The Contractor shall also allow King County-authorized SaaS or COTS applications the option to use KCIT's standard ECommerce API to facilitate online payments to the payment processor at no additional cost to the County.
- H. The Contractor, when requested by the County and at no additional cost, shall implement a payment processing interface for specified application modules in two steps: first, to KCIT's Bridge API and then later to the new KCIT ECommerce API, when it has been developed. The Contractor shall design, configure, test, and install the necessary interfaces twice for these specified application modules, once for each step. The purpose of this Bridge API is to enable the County to migrate from the current payment processor (FIS) to the Contractor within its schedule. Preliminary decisions on which application will use the Bridge API are reflected in Section 1.3 under "2-step process." These decisions on which application will use the Bridge API will be reviewed and may be changed during the planning phase with the Contractor and Agencies. If necessary, these decisions may be further changed based on the schedule and risks during the execution phases of the project.
- I. The Contractor shall provide a single, standard, Web-based reporting platform that captures all electronic payment transactions processed by the Contractor in all originating Payment Channels.
- J. The Contractor shall implement payment processing Systems and services that meet all requirements listed in Attachments A and B, based on the design decisions made during the plan and design phase with each Agency at no additional cost to the County. The requirements that are selected from Attachments A and B, and the corresponding design, may vary for each Agency application. Requirements include but are not limited to Payment Channel set-up and configuration, settlement, payment activity files, chargebacks (including a chargeback insurance option), duplicate payment checking, refund and return processing, and reports. All configuration and design options included by the Contractor in its RFP response shall be available to the County to meet its requirements, and shall be at no cost beyond what is stated in the RFP response.
  - 1. Selection and implementation of Contractor features and configuration options that meet mandatory requirements in Attachment A shall be available to all Agencies for the duration of the Contract. During the planning and design phase, each Agency will have discretion in selecting the features and configuration of the System being implemented, within any limits and guidelines established by the County's project team. These features and configuration choices shall be documented in the Agency's design document and implemented through the installation/configuration, test, and implementation phases for that Agency.
  - 2. Selection and implementation of Contractor features and configuration choices that meet optional requirements in Attachment B are in scope for this Contract within any limits and guidelines established by the County's project team. These are generally value-added services that the project team may or may not elect to implement. Unless they are deemed necessary by the County to support mandatory requirements or are approved by the County for Phase 1, they will be implemented

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only after the Phase 1 electronic payment Systems and services specified in Section 1.3 are completed. These features and configuration choices shall be documented in the Agency's design document and implemented through the installation/configuration, test, and implementation phases for that Agency.

- K. All of the Work described herein shall be at a fixed price as stated in the Price Exhibit.
- L. The parties further agree that the County contracted with Contractor because of its expertise and its Systems and services. Therefore, the Contractor is ultimately responsible for providing Acceptable electronic payment processing Systems and services.
- M. Where there are sections that describe joint efforts by the parties, the County agrees to provide such efforts to the reasonable extent that it can and in instances where the County must provide assistance for Contractor to do its work.
- N. The Proposer's Response in the RFP's Requirements lists customizations that the Contractor agrees to make if requested by the County. Should these customizations fall outside the intent of this SOW, and its attachments, and be subject to the prices listed in the Price Exhibit, then these customizations shall be captured in a Contract Amendment. These customizations to the Software shall not prevent the County from operating under any future releases or Upgrades of the Contractor's System and service, or degrade the Maintenance and support of the Contractor's System and service. Should any future releases or Upgrades of the Software require redevelopment of the customizations, Contractor shall provide the redevelopment in a timely manner upon the County's request at no additional cost to the County.
- O. Contractor is authorized to collect, at levels as established within **Exhibit 2: Price**:
  - 1. The amount of any chargebacks, refunds, refusals to pay and returns from any amounts otherwise owing by Contractor to each Agency.
  - 2. A transaction handling fee for chargebacks and non-sufficient funds (NSF) either by off-setting against deposits to Agencies, or by debiting an account provided by Agencies directly, a process as agreed to by that Agency
- P. Unless otherwise agreed via a guarantee service or other means, such as chargeback insurance, the Contractor will not be liable for chargebacks or other refusals of payment initiated by any Payer. All such chargebacks and other refusals of payment will be refunded by the Contractor to the Payer, and the County and affected Agency will mark and otherwise treat the related Customer account as "unpaid."

**1.3 Phase 1: Migration of Existing and Other In-scope Systems**

During Phase 1 the Contractor shall give priority to, and implement payment processing functions for, the following Agencies and Systems, in order to enable making electronic payments from these County Systems without disruption of County services and payment processes for County products. The County may choose to remove from, modify, or add to these lists in consultation with the Contractor.

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**A. Existing and Other In-scope Web/Online Systems**

<b>Agency</b>	<b>Web/Online System</b>	<b>2-Step process*</b>	<b>Consolidated Storefront</b>	<b>KCIT API</b>	<b>SaaS/COTS Contractor</b>
Department of Executive Services (DES), Finance and Business Operations Division (FBOD), Treasury Operations	Property Taxes		X		
Department of Executive Services, Regional Animal Services	Pet Donations	X	X		
Department of Executive Services, Regional Animal Services	Pet Licensing	X	X		
Department of Natural Resources and Parks (DNRP) Wastewater Treatment Division (WTD)	Capacity Charges	X	X		
Elections	Candidate Filing Fees			X	
Department of Public Health, Environmental Health Services Division	EH Portal Permits			X	
District Court	Ticket Payments and Records Online (Dcor).	X		X	
District Court	e-Court (from Journal Technologies)			X	X
Department of Judicial Administration	E-Filing Payments, Electronic Court Records Online (ECR), and Court Records.	X		X	



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<b>Agency</b>	<b>Web/Online System</b>	<b>2-Step process*</b>	<b>Consolidated Storefront</b>	<b>KCIT API</b>	<b>SaaS/COTS Contractor</b>
Department of Judicial Administration	e-Court (from Journal Technologies)				X
Department of Natural Resources and Parks (DNRP), Parks Division	Recreation management System / System replacement project (from PerfectMind)				X
Department of Executive Services (DES), Records and Licensing Services (RALS) Division	Records and licensing management System / System replacement project (from Pioneer Technology)				X
DES FBOD	Employee Giving Program		X		

\* 2-step process. Step 1 is a migration from the prior payment processor (FIS) to the Contractor's System through use of the KCIT Bridge API. Step 2, unless stated otherwise, is upgrading from the Bridge API to the ECommerce API. An exception is the District Court's Dcor System, where step 2 will be replacement by eCourt from Journal Technologies.

**B. Existing Point of Sale Systems**

<b>Agency</b>	<b>POS System</b>
District Court	Fees and Fines
Superior Court	Fees and Fines
Department of Judicial Admin	Various Court Fees
DES Records and Licensing Services (RALS)	Archives/Copy Fees
DES Records and Licensing Services (RALS)	Recording Fees and Excise Tax
DES FBOD Treasury Operations	Property Taxes
Department of Permitting and Environmental Review (DPER)	Permitting (new System)
District Court	Fines and fees
Department of Public Health	Community Health Fees
Department of Natural Resources and Parks	Parks (replacement System)

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<b>Agency</b>	<b>POS System</b>
Department of Natural Resources and Parks	Solid Waste (with Paradigm vendor)
Department of Transportation (DOT)	Fleet
DES RALS, Regional Animal Services	Pet Shelter

**C. Existing Interactive Voice Response Systems**

<b>Agency</b>	<b>IVR System</b>
District Court	Ticket payments

**1.4 Phase 2: On-boarding New Agency Systems**

Phase 2 consists of on-boarding new Agency Systems that are not in scope for Phase 1. This will generally occur after the completion of most or all Phase 1 projects and will last for the duration of the Contract. However, dependent on resource availability, and on a not-to-interfere basis, in some cases the County Project Manager, Agency planners, and the Contractor may agree to on-board a new Agency System while Phase 1 projects are in progress. In these cases, the Contractor shall work with the County to plan, design, configure, test, implement, and support these Systems at no additional cost and in the same manner as for the Phase 1 migration of existing and in-scope Systems.

**1.5 Contractor Staff Resources**

- A. **Project Team Resources.** The Contractor shall assign skilled and experienced staff to complete the deliverables described in this Scope of Work. The County shall reserve the right to reject any of the Contractor's employees or subcontractors (i) whose qualifications do not meet the standards established by the County as necessary for the performance of the Services; or (ii) whom the County identifies as being unacceptable.
- B. The Contractor shall provide the following resources to the County for this project at the percentage level specified below. If no percentage level is specified, the resource shall be provided at the level necessary to complete all tasks on the project plan that are assigned to him or her, during Phase 1 or Phase 2, as directed by the County and to the County's satisfaction.

Mark Ruis	Account Manager
T. Frank Coleman	Project Manager (100% on this project)
Frank Pollock	Project Management Consultant (50% during Phase 1 from 1/09/2017 to 2/28/2017, and up to 10% upon request for the remainder of the Contract's duration)
Krysta Grier	Project Coordinator-Analyst (100% on this project)
Alys Winters	QA Lead / Training & Documentation
Christopher Hackett	QA Analyst
Ryan Pieszak	IT Manager/Server – Database Administrator

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Zachary Gerjets	Interface Lead/Business Analyst
Prerna Sharma	IT Dev
Pradeep Jadhav	IT Lead

Any changes to these personnel must be approved in advance in writing by the County.

**1.6 Project Management Services in Coordination with the County**

- A. The Contractor's Project Manager shall perform the following tasks, depending on the type of payment channel.
1. For Web/Online Payment Channel services and support, the Contractor's Project Manager shall work collaboratively with the County's Project Manager to perform the tasks needed to bring Acceptance to the work described herein, including but not limited to those listed below in Section 1.6.B. All Contractor deliverables must be provided to the County's Project Manager for review and acceptance by the County. The County's Project Manager will integrate the project schedule, test plan, and other deliverables provided by the Contractor's Project Manager with any deliverable input from the County to create the master versions of these documents. Once the County's project manager, or his or her designee, has provided written Acceptance of such documents, these documents and their requirements shall be incorporated into the Contract as if fully set forth herein.
  2. For POS and IVR Payment Channels, the Contractor shall be responsible for all project tasks, including, but not limited to: planning, configuring, customizing, providing interfaces, testing, implementing, training, and go-live, System administration and maintenance support. During project planning the Contractor's Project Manager shall work with the County Project Manager to assure that the project schedule includes all tasks required by the County for security, network connectivity, workstation modifications, interface development, data conversion, and operations and maintenance turnover. The County Project Manager shall integrate the POS and IVR tasks as needed into the master project schedule. Otherwise, as a rule, the Contractor's Project Manager shall work directly with the Agency stakeholders for the POS or IVR application, and the County Project manager will not be involved. However, if the County deems that it is required in given instances, the Contractor's Project Manager shall work jointly with the County Project manager to manage and direct POS and IVR project tasks.
- B. Project Management Tasks. The Contractor shall be responsible for planning and managing the project in collaboration with the County Project Manager as outlined above in Section 1.6.A, using practices generally recognized by the County as good project management methodology. The Contractor's Project Manager shall be responsible for the following activities, including, but not limited to:
1. Adherence to the project scope, schedule, and budget to achieve the agreed-upon level of quality

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2. Ongoing risk management, including providing notifications to the County's Project Manager within 24 hours, via email or phone, when the project scope, schedule or budget may be impacted. The Contractor's Project Manager shall develop risk mitigation plans in consultation with the project team and Agency stakeholders when requested and provide them to the County in a timely manner and not later than five (5) business days after the County's request.
3. Entering risks into a risk register, maintaining the risk register on a weekly basis, and providing the County with access to the risk register. Risks will include:
  - a. Date identified and by whom.
  - b. Status (open, closed or other categories selected by the County).
  - c. Probability (high, medium, low, or other categories selected by the County).
  - d. Impact (critical, high, medium, low, or other categories selected by the County).
  - e. Mitigation Approach (transfer, control, acceptance, investigation, mitigate, or other categories selected by the County).
  - f. Risk owner assigned to
  - g. Last date reviewed and last date updated
  - h. Description of risk contingency plan (actions to take if the threat or opportunity occurs), risk triggers, and risk fallback plan (actions to take if the contingency plan is not sufficient)
  - i. Date closed and reason that risk can be closed
4. Management of Contractor resources and work activities, including but not limited to System design and installation; System configuration; testing and quality assurance; administrator and end-user training; and go-live support
5. Scheduling and facilitating work sessions, regular team meetings, issues analysis meetings, risk management meetings, and other types of meetings needed to develop and implement Agency payment Systems. The Contractor's Project Manager shall take notes, distribute notes to attendees, and follow up on action items, unless the County's project manager tasks other project team members to do this. Contractor shall make its other project team members available for these meetings as needed. All project meetings referenced in this Scope of Work shall be scheduled Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Standard Time, unless otherwise agreed to by the County.
6. Entering issues into an issues log using a tracking system selected by the County (e.g., SharePoint, Excel, etc.), maintaining the issues log on a weekly basis, and providing the County with access to the issues log. If requested by the County, the Contractor shall provide a weekly written report of the issues in the agreed-upon format. Issues will include:
  - a. Date reported and by whom.
  - b. Status (open, closed or other categories selected by the County).

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- c. Severity (critical, high, medium, low, or other categories selected by the County).
  - d. Person Assigned to
  - e. Last date updated
  - f. Progress notes
  - g. Date closed and resolution
7. Providing written status reports via email or another access method selected by the County.
- a. For Phase 1 projects: status reports shall be provided weekly and cover activities in the last reporting Period. These status reports shall start at the end of the week in which the vendor kick-off meeting is held and continue through the end of Phase 1.
  - b. For Phase 2 projects: status reports shall be provided monthly, unless otherwise requested by the County, shall cover activities in the last reporting Period, and shall be due on the date specified by the County.
  - c. The status report shall be in a format approved by the County and shall contain the following at a minimum, unless otherwise agreed upon:
    - 1) A general section showing the overall project status and a section for each active Agency application. All sections shall contain the following information, unless specified otherwise by the County:
      - i. Reporting period and as-of date.
      - ii. Color-coded status indicators (green, yellow, and red as defined herein) for scope, schedule, budget, resource, and milestone(s) (for milestones selected by the County). A green status shall be used for items that are on track with no major issues. A yellow status shall be used for items that do not have major issues currently but that should be watched because they have the potential to develop major issues. A red status shall be used for items that need immediate attention or action, because they already have caused, or are likely to cause, major variances from the plan.
      - iii. Next milestone(s) and next milestone(s) date(s).
      - iv. Key Accomplishments this Period.
      - v. Key Activities next Period.
      - vi. Issues. These will only include current major issues, as deemed by the County, and not all issues in the issues log. When testing activities are occurring, this will include metrics on the number of open and closed defects by severity level.

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- vii. Risks. These will only include significant risks that are either new, recently changed or currently requiring management attention, not all risks in the risk register.
  - viii. Changes. These will only include all items in the change log that were approved since the last report or are newly requested.
- 8. Development of a project schedule in a Microsoft Project format in coordination with the County Project Manager.
  - a. This schedule shall contain the Work Breakdown Structure for the project and be fully resource loaded, indicating who the task is assigned to, the estimated start and finish dates, the estimated number of hours for the task, dependencies, and the percentage complete.
  - b. For Web/Online applications, the Contractor's Project Manager shall provide this information for tasks performed by Contractor staff, and the County Project Manager shall provide this information for tasks performed by County staff and for third-party contractors responsible for Agency applications.
  - c. For POS and IVR applications, the Contractor's Project Manager shall obtain this information from the Agency stakeholders and enter it into the schedule, unless otherwise directed by the County Project Manager.
  - d. The Contractor's Project Manager shall update a copy of the project schedule each week to reflect task progress and any approved additions, changes, or deletions and notify the County Project Manager when it is complete and accessible, unless the County selects a different process. The County's Project Manager will maintain the master version of the project schedule.
  - e. Once the initial project schedule and project plan are approved by the County, the County Project Manager will baseline them. After that point, any changes to the project schedule or other sub-plans in the project plan shall be made in accordance with the project's change control plan.
- 9. Participating in a weekly one-hour status call as requested by County, starting within one week of contract signing and ending at the completion of the last Phase 1 project or earlier at the County's discretion. County shall have the option to continue one-hour status calls with the Contractor on a weekly, biweekly, monthly, or as-needed basis for Phase 2 projects. Contractor shall make other project team members available for these calls as needed.
- 10. Attending the County's Electronic Payments Steering Committee's meetings, upon request, and providing updates to them on issues that they specify. These meetings may be quarterly or monthly. The Contractor's Project Manager, or other representative acceptable to the County, may attend either in person or via an online meeting.
- 11. Providing written confirmation to the County Project manager of delivery for Acceptance and sign-off. Email is Acceptable.

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12. **Review Meetings.** Throughout the project, the Contractor and the County shall, at regular intervals to be determined by the County, hold review meetings at the County offices to review performance of the Work including progress on milestones, discuss any fee and expense issues, and address any other issues that may be relevant to the project and the Contract. The Contractor Project Manager (and any other personnel from the Contractor who attend) shall attend at the sole expense of the Contractor. The Contractor may attend these meetings remotely, unless the County requires them to attend in person.
13. **Alert Reports.** The Contractor shall Provide written notice (email is acceptable) to the County within three (3) business days of becoming aware of any change or problem that would negatively impact completion of the Work or performance of the Systems, services, and/or Deliverables, the progress of assigned tasks, or any schedule related to the Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Manager. The Contractor shall participate in analyzing and documenting alternative solutions to the issues.

**1.7 Timeline**

- A. The Contractor shall deliver the Systems and services specified in this Scope of Work for all Phase 1 Agencies **by November 30, 2017 with the following exceptions:**

Implement DJA's new Journal Technologies eCourt reporting interface to Contractor's System by 1/02/2018

Full go-live for District Court's other eCourt sites with Contractor's System by 8/31/2018

The Contractor shall deliver Systems and services for specific Agencies according to the schedule in the table below. During the initial planning and design phase, the Contractor shall work with the County to develop an overall implementation plan and timeline based on its experience with implementations of similar scope and complexity. At that point the County may choose to adjust these dates to other dates deemed preferable to the County and its Agencies by providing these changes in writing to the Contractor, and these dates shall be binding and shall be incorporated into this Contract as if fully set forth herein.

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
<b>County Phase 1 planning with Contractor</b>	<b>1/9/2017</b>	<b>2/13/2017</b>
County kick-off meeting with Contractor	1/9/2017	1/9/2017
Contractor kick-off meetings with Agency stakeholders	1/9/2017	1/23/2017
Draft initial Phase 1 plan with Contractor with sequence and schedule for application implementations	1/19/2017	2/1/2017
Plan Contractor integration with KCIT Bridge API and ECommerce API	1/19/2017	2/1/2017
County and Contractor finalize and approve overall Phase 1 plan and schedule	2/2/2017	2/13/2017
<b>MILESTONE SUMMARY FOR AGENCY IMPLEMENTATIONS</b>		
<b>Convert DNRP Solid Waste Paradigm POS from Bank of America to Contractor's System</b>	1/10/2017	1/31/2017
<b>Department of Judicial Admin for E-Filing Payments, Electronic Court Records Online (ECR), and Court Records</b>		
Convert DJA Systems with Bridge API to Contractor's System for E-Filing Payments, Electronic Court Records Online (ECR), and Court Records and convert current DJA POS to Contractor's System	1/11/2017	6/9/2017
Upgrade from Bridge API to ECommerce API for E-Filing Payments, Electronic Court Records Online (ECR), and Court Records.	6/12/2017	8/23/2017
Implement DJA's new Journal Technologies eCourt reporting interface to Contractor's System	8/24/2017	1/02/2018
<b>Add POS for DPER Permitting with Accela to Contractor's System</b>	1/30/2017	4/18/2017
<b>Convert DES FBOD Treasury Operations' Property Taxes System to Contractor's System</b>	2/6/2017	7/18/2017
<b>DES Regional Animal Services for Pet Licensing and Pet Donations</b>		
Convert Pet Donations and Pet Licensing with Bridge API to Contractor's System and convert current POS to Contractor's System	2/21/2017	5/10/2017



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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Upgrade Pet Donations and Pet Licensing from Bridge API to consolidated storefront	5/11/2017	10/9/2017
<b>DNRP Wastewater Treatment Division (WTD) for Capacity Charges</b>		
Convert Capacity Charges with Bridge API to Contractor's System	3/6/2017	5/18/2017
Upgrade Capacity Charges from Bridge API to consolidated storefront	5/19/2017	10/19/2017
<b>District Court for Ticket Payments and Records Online (Dcor)</b>		
Convert Dcor to Contractor's System with Bridge API and convert current District Court POS to Contractor's System	3/13/2017	6/24/2017
Implement eCourt pilot site with KCIT ECommerce API	5/3/2017	8/31/2017
Full go-live for other eCourt sites with Contractor's System	5/31/2017	8/31/2018
Convert IVR for District Court to Contractor's System	2/13/2017	6/03/2017
<b>Convert Public Health's EH Portal Permits with eCommerce API to Contractor's System (eCompliance provided the payments module for this Accela Envision Connect)</b>	3/20/2017	8/1/2017
<b>Implement DES RALS' new Pioneer Technology System with Contractor's System for records and licensing management System replacement project (de-implement Anthem, using FIS, and convert POS from Bank of America)</b>	3/31/2017	9/11/2017
<b>Implement new DNRP PerfectMind System with Contractor's System for Parks facilities scheduling System replacement</b>	5/1/2017	10/12/2017
<b>Convert DOT Fleet POS to Contractor's System</b>	5/1/2017	6/21/2017
<b>Convert Elections' Candidate Filing Fees with KCIT ECommerce API to Contractor's System</b>	5/22/2017	8/18/2017
<b>Implement DES FBOD's new Employee Giving Program (new consolidated storefront module) to Contractor's System</b>	6/5/2017	9/25/2017

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- B. Phase 2 shall begin on the start date of the project for the first new County System to be on-boarded by the Contractor, or on the day after the completion of the last Phase 1 project, whichever is first, and last for the duration of the Contract. Phase 2 may overlap with Phase 1 if any Phase 2 projects are initiated before the end of the last Phase 1 project.
- C. Notwithstanding any provisions of the Change Control Plan, to the extent that extensions of time for Contractor performance do not impact either the scope of Services or Price of this Contract, the County, in its sole discretion, may grant Contractor extensions of time in writing for Work identified in the applicable section of the Scope of Work, and these changes to the plan shall be incorporated into the Contract as if fully set forth herein.
- D. Contractor shall be available to support the County's proposed implementation dates, which may be adjusted from the end dates in the above schedule and may be held after normal business hours (Pacific Standard Time) on week days, weekends, or holidays, depending on business requirements or other considerations as deemed by the County. County will give the Contractor at least ten (10) business days' notice of any implementation dates being scheduled outside of normal business hours (Pacific Standard Time).
- E. Contractor's plan and schedule for each Agency implementation shall include the following tasks and shall occur in the specified timeframes, unless otherwise agreed to by the County. Contractor shall perform all tasks below to the satisfaction of the County and in performing these tasks and others that are necessary for this purpose and approved by the County shall create the deliverables as stated in Section 2.1 Deliverables and Service Acceptance.

<b>Project Plan Tasks Required for Each Agency</b>	<b>Must Complete in</b>
<b>Plan and design for each Agency</b>	five (5) weeks from planned start date for that Agency/System
Conduct Agency kick-off meeting	
Review scope and requirements for Web, POS, and IVR	
Create Agency-specific project plan, including project schedule and all other sub-plans	
Define work flows	
Map interface data elements, design interfaces, and create interface specifications	
Specify configuration options for Web, POS, and IVR Systems that are in scope for this Agency	
Define reports and dashboards	
Create design document	
Create test plan	

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<b>Project Plan Tasks Required for Each Agency</b>	<b>Must Complete in</b>
Create training plan	
<b>Installation/Configuration</b>	Two (2) weeks from approval of Agency-specific plan
Set up development and test environments	
Configure Systems, including Web, POS, and IVR Systems that are in scope for the Agency	
Code/configure interfaces	
Code/configure reports and dashboards	
Install and configure POS devices	
<b>Test</b>	four (4) weeks from completion of installation/configuration
Unit test interfaces, reports/dashboards, POS devices, and other System components	
Perform System/integration and performance/load test	
Perform Security/penetration tests and regression tests, as applicable based on prior testing and the specific situation for that Agency System	
Perform User acceptance test	
<b>Conduct training</b>	Before User acceptance testing for County staff participating in that task. Before go-live for other County staff, unless otherwise agreed upon by the County
Train Agency System administrators	
Train Agency end-users	
<b>Perform Agency implementation</b>	Implementation shall occur by the planned date
Finalize detailed cut-over plan	
Implement changes in production	
Monitor system and resolve issues	

## **1.8 Technical Requirements**

- A. Design Review. The Contractor shall participate in the County's Architecture Review Team (ART) meetings online or in-person, if so requested by the County, at no additional cost to the County. The Contractor shall prepare a Design Document and provide it to the County Project Manager at least one week in advance of the ART meeting. This document shall be amended to address any issues and questions raised by the ART through their review process. Once the design is approved by the ART,

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the Contractor shall submit a final design document to the County, which shall be incorporated into this Contract as if fully set forth herein.

- B. **Development Reviews.** During the development process for any software customizations that may be requested by the County based on the requirements attached to this SOW, the Contractor shall participate in review sessions with County staff to demonstrate work progress. These review sessions shall be every two weeks according to the Agile sprint cycle, unless otherwise directed by the County.
- C. **County's Technology Environment.** The Contractor, where required for interfaces or POS hardware and software, shall support the current versions of the County's technology environment, as noted in RFP 1007-16 Electronic Payments Processing, King County WA and, in addition, support future versions that the County may choose to implement for the next five (5) years at no added cost.
- D. **Environments.** The Contractor shall provide development, test, training, and production environments that are sufficient to complete all development and implementation tasks according to the agreed-upon schedule for the Systems and services. The Contractor shall grant all necessary access to these environments to County staff who are performing project functions and to County interfaces and any other services that require access for the completion of these tasks.
- E. **Training.** The Contractor shall deliver training and provide training materials to system administrators and end-users. The Contractor shall develop a Training Plan, as described in Section 2.1 that will be Acceptable to the County to fully prepare the system administrators to support the System.
- F. **Technical Assistance during Development.** At all times during the term of the Contract and at no additional cost, the Contractor shall provide technical assistance to County staff engaged in designing, configuring, testing, and implementing payment processing functions with the Contractor's Systems. Contractor will respond within two (2) business days to questions designated as high priority by County Staff and five (5) business days for medium- or low-priority questions. If the County does not designate the priority, Contractor shall deem such questions as high priority. Contractor shall provide written Documentation, consulting services, and troubleshooting assistance.
- G. **Testing.** The Contractor shall be responsible for execution of the test plan, as described in Section 2.1. The test plan shall include but not be limited to the test cases and County-performed testing activities proposed by the County. The County will conduct a security/penetration test and may require participation by the Contractor when needed. After all of the components of the System have been completed to the satisfaction of the County and successfully tested per the test plan, the County will conduct User Acceptance Testing. The County will report any defects to the Contractor within two (2) business days for correction. If any defects are found, the Contractor within two (2) business days shall provide a written plan to achieve Acceptance or to make corrections or replacements that are acceptable to the County in accordance with the Contract.

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Post Go-Live Support. Upon the County's request, the Contractor shall provide at least two (2) support staff for the week of go-live for each Agency implementation. These resources shall be available 40 hours per week on the schedule designated by the County to provide go-live support. This may include night and weekend support. The County may request Contractor resource(s) to be on site to support the go-live. The Contractor shall also provide phone support for other hours during the go-live week for response to urgent issues. The response level requirements for this support will be the same as described for production support in the Contract's Service Level Agreement. All services for post-go-live support shall be at no cost to the County.

**2.1 Deliverables and Service Acceptance**

- A. Installed Systems and services shall meet the performance requirements specified by the County in the requirements in Attachments A and B, this Scope of Work, and this Contract. Systems and services are accepted upon written Acceptance by the County after running in production for ninety (90) consecutive days without material defect in the County's and the Contractor's fully implemented production environment.
- B. Contractor shall provide the following deliverables with the specified acceptance criteria at a level of quality deemed acceptable by the County.

<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Project plan</b>	1.0	<b>Timing:</b> submitted to County before end of phase for plan and design
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: An overall project plan is required, including the project schedule and all other sub-plans below.
	2.2	For each Agency: A separate project schedule is required. Contractor shall review other sub-plans listed below during the Agency-specific phase for plan and design and revise them as needed to address issues, tasks, and other elements specific to that Agency.
	3.0	<b>Contains:</b>
	3.1	<b>Scope management plan</b> stating how the project scope will be planned, baselined, executed, and controlled.

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<b>Project plan (continued)</b>	3.2	<b>Schedule management plan</b> , including the scheduling methodology, rules for how estimates should be stated, establishment of a schedule baseline, performance measures to detect variances, and variance thresholds.
	3.3	<b>Change control plan</b> , including:
	3.3.1	Procedures to identify needed changes to the project baseline, whether the requested change is in or out of scope, documenting changes, approving changes, and incorporating changes into the project plan
	3.3.2	Members of the Change Management Board charged with reviewing and approving changes
	3.3.3	All changes to the project baseline must be approved by the County's project manager, unless otherwise stated by the County.
	3.4	<b>Quality plan</b> , including:
	3.4.1	Procedures to ensure comprehensive testing, identification of metrics, and methods used to ensure accuracy
	3.4.2	Quality assurance procedures and roles to assess the effectiveness of project procedures and make improvements through Phase 1 and Phase 2.
	3.5	<b>Human resource plan</b> , including:
	3.5.1	Contact information for Contractor resources assigned to the project, including their location
	3.5.2	Roles and responsibilities of project team members, a responsibilities matrix, and a project organization chart
	3.5.3	Resource calendars, including vacations, other time off, and any resource availability limitations
	3.6	<b>Communication plan</b> , including:
	3.6.1	Adoption and marketing plan stating how the project team will address change management with end-users, citizens, and other stakeholders, including the content, methods, and timing of communications
	3.6.2	Identified stakeholders, determination of stakeholder information needs, identification of communication methods and content needs, frequency of communication, and person responsible for providing each type of communication. This shall be documented in a communications matrix.
	3.6.3	Proposed meeting schedule, including attendees, frequency, and start and end dates through the project
	3.7	<b>Risk management plan</b> , including:
	3.7.1	All risk management items specified in Section 1.6

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<b>Project plan (continued)</b>	3.7.2	The process and frequency for assessing risks,
	3.7.3	Method of recording, communicating and escalating risks, including estimating the impacts, and defining mitigation approaches for resolution
	3.8	<b>Project schedule</b> as specified in Section 1.6
	3.9	<b>Close-out plan</b> stating the process for closing out each Agency System project, Phase 1, and Phase 2, including contract close-out, lessons learned, archiving of project documents, project review and audit, and timing for release of project resources.

<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Training plan</b>	1.0	<b>Timing:</b> submitted to County before end of phase for plan and design
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: An overall training plan is required.
	2.2	For each Agency: Contractor shall review training plan during the Agency-specific phase for plan and design and revise it as needed to address elements specific to that Agency.
	3.0	Provides county Agencies with an in-depth understanding of how the System works.
	4.0	Fully prepares the system administrators to support the System.
	5.0	<b>Contains training on the following topics and the following training materials:</b>
	5.1	Payment Channel and Agency-specific set-up and configuration
	5.2	Security and role-based access settings
	5.3	Workflow development
	5.4	Integration with the merchant services provider to process electronic payments
	5.5	Payment form integration for County-hosted applications
	5.6	Payment processor integration for County-authorized SaaS applications
	5.7	Interfaces and data exchanges
	5.8	Documented best practices in the configuration and use of the System
	5.9	Instructions on how to configure the System's individual

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<b>Training Plan (continued)</b>		and role-based security profiles, event business rules, Outlook integration, and batch workflows
	5.10	Troubleshooting guide
	5.11	Query and reports creation and configuration
	5.12	General system administration
	5.13	End-user training
	5.14	County staff that require training
	5.15	Number of classes for each type of training, including technical training, system administrator training, and customer training
	5.16	Length of classes
	5.17	Number of available spaces for training
	5.18	Computer needs for training classes

<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Test plan</b>	1.0	<b>Timing:</b> submitted to County before end of phase for plan and design
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: An overall test plan is required.
	2.2	For each Agency: Contractor shall review test plan during the Agency-specific phase for plan and design and revise it as needed to address elements specific to that Agency.
	3.0	<b>Contains:</b>
	3.1	A defect tracking system, which the County shall have access to and which shall be agreeable to the County.
	3.2	Number of rounds of testing/defect fixes for each type of testing and the length of each round
	3.3	Test methodology, including roles and responsibilities for both the Contractor and the County to execute tests and evaluate results
	3.4	Provision by the Contractor of adequate test credit cards
	3.5	Unit testing of all components, including but not limited to interfaces, dashboards, reports, POS devices, and application functions. This shall include testing all identified error paths, unless the County approves exceptions for conditions that cannot feasibly be created.



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<b>Test plan (continued)</b>	3.6	Functional testing of all functional requirements from Attachments A and B that are applicable to the design for the particular Agency System and its configuration.
	3.7	Non-functional testing of all non-functional requirements from Attachments A and B that are applicable to the design for the particular Agency System and its configuration.
	3.8	Interface testing for all interfaces. Interface testing shall be done to ensure that all interfaces are performing correctly, that data is transmitted accurately and in a timely manner, and that related workflow and System processes function in an acceptable manner, as deemed by the County. Interface Testing shall include unit testing and integration testing for each interface; and shall require involvement from both the County and the County's third-party contractors.
	3.9	System/integration testing. System/integration testing shall be done to ensure that all components, peripheral devices, modules, and interfaces in the System work together to meet the requirements in Attachments A and B. This also includes verifying that interfaces are sending and receiving data per business requirements, and that they meet the proper authentication, authorization, auditing and other security requirements.
	3.10	Performance/load testing for the estimated peak volumes based on County experience and Contractor recommendations. Performance/load testing shall be done to identify the peak load conditions at which the System may fail, and will be done to ensure that the System can meet uptime and response time requirements defined in Attachment A, Mandatory Requirements.
	3.11	Security/penetration testing to test the security of the network and Systems, as well as their ability to prevent unauthorized access.
	3.12	Regression Testing. Regression testing shall be done to ensure that updates, upgrades, customizations or other releases to the System do not introduce defects. Contractor shall assist the County in performing regression testing at a minimum when new code is loaded, when a configuration change occurs, and when an interface is introduced to the System or modified.

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<b>Test plan (continued)</b>	3.13	User Acceptance Testing. The County will conduct User Acceptance testing on the System, using end-to-end business processes, to verify that the System meets all requirements from Attachments A and B that are applicable to the design for the particular Agency System and its configuration. Its testing will include, but not be limited to, testing of functional requirements, non-functional requirements, configuration, workflows, POS devices, interfaces, and reports.
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<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Design document</b>	1.0	<b>Timing:</b> submitted to County before end of phase for plan and design
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: An overall design document is required.
	2.2	For each Agency: A separate Agency-specific design document is required. Contractor shall create it during the Agency-specific phase for plan and design. It may incorporate common elements from the overall Phase 1 design document or ones done for previous Agencies.
	3.0	<b>Phase 1 overall design contains:</b>
	3.1	Overall system architecture diagram(s) for all Web, POS, and IVR systems in scope for Phase 1, including hardware, software, applications, interfaces, technology environment, protocols, and physical locations. This higher-level diagram(s) will be filled in with more details in the Agency-specific designs.
	3.2	System configuration description for eCommerce API. Some options may be adjusted later for Agency-specific designs.
	4.0	<b>Agency-specific design contains:</b>
	4.1	System architecture diagrams for all Web, POS, and IVR systems in scope for this Agency, including hardware, software, applications, interfaces, technology environment, protocols, and physical locations
	4.2	System configuration description for all Web, POS, and IVR Systems in scope for this Agency
	4.3	Dashboards and reports design

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<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Interface specifications</b>	1.0	<b>Timing:</b> submitted to County before end of phase for plan and design
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: Not applicable.
	2.2	For each Agency: A separate Agency-specific interface specification is required for each interface. Contractor shall create it during the Agency-specific phase for plan and design. It may incorporate common elements from interface specifications done for previous Agencies.
	3.0	<b>Contains:</b>
	3.1	Description of interface, including from System and to System, frequency, triggering mechanism, and protocols
	3.2	Interface data mapping of data elements, including name; description; data type; indicator if it is required, optional, or conditional; number of occurrences; source system field name; target system field name; and any transformation that occurs.
	3.3	Error handling and recovery processes

<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Test scripts</b>	1.0	<b>Timing:</b> submitted to County before end of phase for installation/configuration. Updated with results during the testing phase.
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: Not applicable.
	2.2	For each Agency: A separate Agency-specific set of test scripts is required. Contractor shall create these during the Agency-specific phase for installation/configuration and update them during the testing phase. They may incorporate common test cases and other elements from test scripts done for previous Agencies.
	3.0	<b>Contains:</b>
	3.1	Test cases, including test case identifier, test description, steps to execute, and expected results.
	3.2	Test results (when executed), including pass/fail and

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<b>Test scripts (continued)</b>		actual results.
	3.3	Date that test script was executed, by whom, and in what specific test environment(s)
	3.4	Test cases shall be traceable back to requirements.
	3.5	Test scripts shall indicate any required pre-conditions, including but not limited to data set-up.
	3.6	Test scripts shall be comprehensive to include all test cases proposed by the County, unless withdrawn, and adequate tests for all requirements in Attachments A and B that apply to the Agency's System

<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Defect log</b>	1.0	<b>Timing:</b> Defects shall be entered by Contractor within two business days of occurrence and shall be updated weekly where activity for the defect occurs.
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: Not applicable.
	2.2	For each Agency: A separate Agency-specific defect log is required. This may be a separate tab in an Excel spread sheet, a list produced by specific filtering parameters, or other similar mechanisms. Contractor shall create this defect log at or before the start of the Agency-specific test phase and update it through the testing phase.
	3.0	<b>Contains:</b>
	3.1	Date reported and by whom.
	3.2	Status (open, re-testing, closed or other categories selected by the County).
	3.3	Severity (critical, high, medium, low, or other categories selected by the County).
	3.4	Person Assigned to
	3.5	Last date updated
	3.6	Progress notes
	3.7	Date resolved and resolution

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<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Implementation cut-over plan</b>	1.0	<b>Timing:</b> submitted to the County at least 10 business days before the scheduled cut-over
	2.0	<b>Levels:</b>
	2.1	For Phase 1 program overall: Not applicable.
	2.2	For each Agency: A separate Agency-specific implementation cut-over plan is required for each System implementation. Contractor shall create these during the Agency-specific project per the specified timing. They may incorporate common elements from implementation cut-over plans done for previous Agencies.
	3.0	<b>Contains:</b>
	3.1	Details of the steps necessary to promote tested and approved configuration changes from the Test environment to the Production environment
	3.2	Explanation of how the configuration changes, once approved in the test environment, get promoted from the test environment to the production environment
	3.3	Documentation of the steps required to promote approved changes in the test environment to the production environment.
	3.4	Documentation of how the source of an issue will be identified.
	3.5	Back-out/recovery plan if the implementation encounters serious issues that cannot be resolved and a decision is made to fall back to the previous production version
	3.6	A production readiness checklist, containing critical System components as identified by the County and the Contractor, that must be functional at each implementation.

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<b>Deliverables</b>	<b>ID</b>	<b>Acceptance Criteria</b>
<b>Training materials</b>	1	<b>Timing:</b> Final version submitted to the County at least ten (10) business days before the scheduled training. Preliminary version submitted to the County at least thirty (30) business days before the scheduled training, unless otherwise agreed to by County.
	2.0	<b>Level:</b>
	2.1	For Phase 1 program overall: Not applicable.
	2.2	For each Agency: Separate Agency-specific training materials are required for each System implementation. Contractor shall create these during the Agency-specific project per the specified timing. They may incorporate common elements from training materials done for previous Agencies.
	3	<b>Contains:</b>
	3.1	All materials listed in the training plan, which is above in this same Section 2.1

- C. The County project manager, or his or her designee, shall formalize the Acceptance of the Deliverables via written Acceptance according to the Acceptance Forms below. Email Acceptance is acceptable.

## **2.2 Acceptance Forms**

The following pages identify the Acceptance Forms that the County will use to track the Contractor's work progress and performance according to this Contract during the Agency implementations of electronic payment processing Systems and services. The table below lists the forms in the general sequence in which they will be used.

<b>Acceptance Form</b>	<b>Timing</b>
Phase 1 Project Planning and Design Acceptance Form	Once at the end of the Phase 1 program's initial planning and design phase
Agency System User Acceptance Testing Form	Once for each Agency System at the end of its final testing phase
Agency System Final Acceptance Form	Once for each Agency System after the System has been operational for the required time
Phase 1 Final Acceptance Form	Once at end of the Phase 1 program after the last Agency System Final Acceptance Form has been sent and all Phase 1 Agency System implementations are complete.

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Both Phase 1 and Phase 2 systems will use the same Agency System User Acceptance Testing Form and Agency System Final Acceptance Form. There is no Final Acceptance Form for Phase 2.

**EXHIBIT 1: SCOPE OF WORK**  
**Contract No. 5899650**

**Phase 1 Project Planning and Design Acceptance Form**  
**Electronic Payment Processing Project**  
**King County / Contractor**

**Purpose**

Upon signing below, King County agrees that the following Deliverables for Phase 1 Project Planning and Design are completed and Acceptable to the County, by virtue of meeting the Acceptance Criteria stated in Section 2.1 of the Contract's Scope of Work. These Deliverables apply to the Phase 1 program overall and not to individual Agency System implementations. Additional Deliverables shall be required for each Agency System implementation.

**Deliverables**

Project plan, including the project schedule and all other sub-plans

Training plan

Test plan

Design document

**Acceptance**

The Work is Accepted under the conditions of the Scope of Work and this Contract.

This Work was completed on \_\_\_\_\_.

Accepted by:

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

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

King County



**EXHIBIT 1: SCOPE OF WORK**  
**Contract No. 5899650**

**Agency System User Acceptance Testing Form**  
**Electronic Payment Processing Project**  
**King County / Contractor**

**Agency:** \_\_\_\_\_

**System:** \_\_\_\_\_

**Purpose**

Upon signing below, King County agrees that the following Deliverables for User Acceptance Testing and all required preceding phases for this Agency's System are completed and Acceptable to the County, by virtue of meeting the Acceptance Criteria stated in Section 2.1 of the Contract's Scope of Work. The County hereby acknowledges that all test cases for this Agency's System have successfully passed to its satisfaction, signs off on all testing for this Agency's System, and Accepts the System as ready for User training and implementation into production per the agreed-upon schedule. This Acceptance applies only to the stated Agency and System.

**Deliverables**

Project plan, including the project schedule and all other sub-plans

Training plan

Test plan

Design document

Interface specifications

Test scripts, including test results

Defect log

Implementation cut-over plan, including back-out/recovery plan

Training materials

**Acceptance**

The Work is Accepted under the conditions of the Scope of Work and this Contract.

This Work was completed on \_\_\_\_\_.

Accepted by:

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

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

King County

**EXHIBIT 1: SCOPE OF WORK**  
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**Agency System Final Acceptance Form**  
**Electronic Payment Processing Project**  
**King County / Contractor**

**Agency:** \_\_\_\_\_

**System:** \_\_\_\_\_

**Purpose**

The purpose of the Final Acceptance Form is to confirm that the Agency System is operational and Accepted by the County. This Acceptance applies only to the stated Agency and System.

**Deliverables**

The System is operational and Accepted by the County.

**Acceptance Criteria:**

1. There are no unresolved issues that prevent the County from conducting their normal work as deemed by the County.
2. The System has been operational in production for not less than ninety (90) consecutive Days without material defect in the County's and Contractor's fully implemented production environment, in accordance with the Contract.

The Work is Accepted under the conditions of the Scope of Work and this Contract.

This Work was completed on \_\_\_\_\_.

Accepted by:

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

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

King County

**EXHIBIT 1: SCOPE OF WORK**  
**Contract No. 5899650**

**Phase 1 Final Acceptance Form**  
**Electronic Payment Processing Project**  
**King County / Contractor**

**Purpose**

The purpose of the Phase 1 Final Acceptance Form is to confirm that all Phase 1 Agency Systems are operational and have been Accepted by the County. This Acceptance closes Phase 1 of this Contract.

**Deliverables**

All Phase 1 Agency Systems are operational and have been Accepted by the County.

**Acceptance Criteria:**

1. There are no unresolved issues that prevent the County from conducting their normal work as deemed by the County.
2. All Phase 1 Systems have been operational in production for not less than ninety (90) consecutive Days without material defect in the County's and Contractor's fully implemented production environment, in accordance with the Contract.

The Work is Accepted under the conditions of the Scope of Work and this Contract.

This Work was completed on \_\_\_\_\_.

Accepted by:

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

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

King County

**Scope of Work Attachment A: Mandatory Requirements**

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ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
1	<b>PO Payment Options</b>				
2	PO-1 Ability to set up an online merchant account for each agency to track electronic payments processed	X			Point & Pay is a full acquirer for Visa, MasterCard and Discover and has a direct agreement for the issuance of American Express accounts. We can generate most merchant accounts in less than 1 hour.
3	PO-2 Ability to support payment processing for all major payment processing channels, including, but not limited to:	X			Point & Pay supports all of the payment channels requested by King County, as well as options for mobile, kiosk, and other opportunities for agencies to expand services.
4	PO-3 Web/Online for card-present and card-absent transactions	X			Point & Pay is an expert provider of web payment solutions. Our web suite extends from simple, efficient payment forms to fully featured bill presentment solutions for registered customers.
5	PO-4 Point of Sale for card-present and card-absent transactions	X			Point & Pay is an expert provider of Point of Sale payment solutions. Our POS suite includes virtual terminals, integrated terminal options, stand-alone terminals, and mobile POS.
6	PO-5 Interactive Voice Response (IVR) transactions	X			Point & Pay is an expert provider of IVR payment solutions. We have included options for many tiers of configuration and customization to fit the needs of the County's agencies.
7	PO-6 Ability to provide a unique payment identifier/confirmation number to the customer for each payment type	X			Point & Pay assigns unique confirmation numbers to all customer interactions.
8	PO-7 Ability to support the acceptance of credit and debit cards, including:	X			Point & Pay fully supports the requested payment methods.
9	PO-8 Visa	X			Fully supported.
10	PO-9 MasterCard	X			Fully supported.
11	PO-10 American Express	X			Fully supported.
12	PO-11 Discover	X			Fully supported.
13	PO-12 Star Debit	X			Fully supported.
14	PO-13 Pulse Debit	X			Fully supported.
15	PO-14 NYCE Debit	X			Fully supported.
17	PO-16 Ability to allow the County to restrict the use of certain credit card brands and payment methods	X			Point & Pay architecture supports full configuration of the eligible payment methods by agency, payment type, channel, office, etc.
18	PO-17 Ability to display card logos for cards that are accepted by the County, where applicable	X			Point & Pay architecture supports full configuration of the eligible payment methods by agency, payment type, channel, office, etc.
19	PO-18 Ability to display card logos for cards that are not accepted by the County as a valid payment option, where applicable	X			Point & Pay displays card logos dynamically based on the payment methods that are accepted for the products and services on a page.
20	PO-19 Ability to support variable rules for the payment amount, including, but not limited to:	X			As a payments platform designed specifically for government, we have off-the-shelf business rule configurations for most common use cases.
21	PO-20 Pay full amount only	X			Fully supported.
22	PO-21 Set a minimum amount to pay	X			Fully supported.
23	PO-22 Pay any amount	X			Fully supported.
24	PO-23 Set a maximum amount to pay	X			Fully supported.
25	PO-24 Pay principal only	X			Fully supported.
26	PO-25 Pay interest only	X			Fully supported.
27	PO-26 Pay principal and interest	X			Fully supported.

ID	General Requirements	<div> <div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div> </div>			Proposer's Response
28	<b>SP Settlement Process</b>				<b>Point &amp; Pay Confidential (entire settlement process section)</b>
29	SP-1 Ability to provide a separate batch identification number by deposit	X			Point & Pay provides unique identification numbers for all settlements and includes this information in its reporting.
30	SP-2 Ability to offer monitoring and notification if a transmission fails. Describe the monitoring and notification process if a transmission fails.	X			Point & Pay performs a variety of monitoring and reconciliation procedures designed to detect and correct failures and exceptions. This includes nightly mirror balancing, exception status detection, automatic retry procedures, etc. Any of these processes can be used to generate an alert.
31	SP-3 Ability to provide collected credit for transactions for which the processor is responsible for funding within 48 hours	X			Point & Pay will fund all transactions within the required time frame.
32	SP-4 Ability to allow the agency to define the cut off time that credit card transactions can be transmitted to meet settlement times	X			Point & Pay offers a variety of cutoff times based on time zone and settlement schedule. Our standard options cover most implementations, however additional options are available with minor customization.
33	SP-5 Ability to issue and assign Merchant Identification Numbers to one or more county agencies and departments as needed	X			Point & Pay can assign as few or as many MIDs as requested. As discussed earlier, we are a full acquirer, meaning that we can pull MIDs directly from a pre-existing pool for speed of delivery.
34	SP-6 Ability to allow for multiple settlement accounts by merchant identification number or institution	X			Point & Pay's platform includes a robust set of settlement management tools that enable consolidating or splitting of deposits by a variety of criteria, including agency, payment type, payment method, physical location, channel, etc.
35	SP-7 Ability to allow for settlement of individual line items within a transaction to settle to different accounts. For example, if the website allows for payments for different types of properties, the dollar value for each property can be settled to a unique County-designated depository account.	X			Point & Pay fully supports this subtle requirement. Our platform maps MIDs and deposit configurations to individual payment types. This means that even in a case where a customer uses a shopping cart with X different items in it, they are able to check out all at once; behind the scenes we can split the "order" into multiple transactions and settlements. Even when this is the case, the payments and records are perpetually linked for all secondary service interactions like voids, refunds, etc.
36	SP-8 Ability to implement system controls to prevent duplicate payments that could result from multiple transmissions of a settlement file or other errors resulting from the completion and transmission of identical payment transactions. (Note: Describe the system controls available to prevent duplicate payments that the County may select to identify a duplicate payment. How will the County be notified of a potential duplicate payment? What information will be available to the County regarding the potential duplicate payment?)	X			Point & Pay detects duplicate transactions in real time, prior to authorization; our process is designed to stop these issues before they happen. We can configure the definition of a "duplicate" based on a configurable time frame for detection, as well as a configurable combination of the card number, checking account number, payment type, payment method, amount and the field designated as the "primary identified" for that payment type (e.g. parcel number, account number, etc.). For batch processes, we will spool the transaction requests through this tool and generate an exception report for those triggering the duplicate logic.
37	SP-9 Ability to support a processor settlement model. Cite if all card brand payments settled are consolidated together and settled to the County in a single ACH or separately. Cite if ACH funds are consolidated and settled with card transactions or separately.	X			Point & Pay supports both models, based on the preference of the client or agency. ACH would be deposited separately in the "processor" model.



ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No. Will Not Meet</div>			Proposer's Response
38	SP-10 Ability to support a consolidated contractor settlement model. Cite if all card brand payments settled are consolidated together and settled to the County in a single ACH or separately. Cite if ACH funds are consolidated and settled with card transactions or separately.	X			Point & Pay supports both models, based on the preference of the client or agency. ACH can be either combined or left separate in the "consolidated" model.
39	<b>RF Refunds and Returns</b>				
40	RF-1 Ability to support refunds and returns. Describe your refund and return process and indicate the County's responsibility and timelines. Cite if there are multiple options to handle refunds and returns. How are refunds and returns for card-absent transactions supported? How are refunds and returns for card-present transactions supported?	X			Point & Pay fully supports the management of refunds and returns. Point & Pay offers real-time access to refund processing across the enterprise through our Administrative Workbench. Using our search interface or by linking through our ad-hoc reporting tool, County agents can view transaction details and select the void or refund options appropriate to the transactions in question. These tools cover all transactions for all channels, including card not-present. We can restrict access to the void/refund functions to specific permissions within the County's user hierarchy.  As an enhanced option, Point & Pay also offers the ability to process partial refunds. We've built business rules into this functionality to control the payments it's applicable for and the amounts. We will also track and report on the reason
41	<b>CB Chargebacks</b>				
42	CB-1 Ability to support chargebacks. Describe your chargeback process and indicate the County's responsibility. Cite if there are multiple options to handle chargebacks. How do you support chargebacks for card-absent transactions? And card-present transactions?	X			Point & Pay has proposed three tiers of service in our proposal: our standard handling procedure, an enhanced option for the administrative handling of chargebacks, and a fully guaranteed model.  Our standard practice is to provide chargeback reporting, as well as noting transactions with open chargebacks in our ad-hoc reporting tools and daily settlement and summary reporting. In this model, the County is responsible for any attempts it chooses to make to respond to the inquiry. In the enhanced model, we take on administrative management of the chargebacks. This includes direct contact with customers to mitigate inquiries and prevent chargebacks from happening, and even recovery of funds and processing of offsetting transactions. This model can be effective in eliminating the need for County involvement in more than 50% of cases. Finally, in our guaranteed model, the County will not see any chargebacks. After processing, all risk will reside with Point & Pay and we will handle pursuit and recovery of the items via internal practices.
43	CB-2 Ability to provide timely email notifications on chargebacks. Identify how long will it take for the County to receive notification.	X			Point & Pay provides email notification of all pending chargebacks the same day that they are received. We import the return file directly from the processor, which triggers an automated process for client communications, posting the returns into our Workbench, and beginning any administrative handling procedures.
44	CB-3 Ability to provide timely email notifications on inquiries. Identify how long it will take for the County to receive notification.	X			Point & Pay provides email notification of all inquiries the same day that they are received.

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
45	CB-4	Ability to provide timely email notifications on chargeback reversals. Identify how long it will take for the County to receive notification.	X		Point & Pay provides email notification of all inquiry reversals the same day that they are received.
46	CB-5	Ability to monitor trends or patterns of suspicious activity	X		Point & Pay monitors its transaction throughput for a variety of proprietary triggers that could potentially be indicators of suspicious activity. These include overall dollar volume, transaction sizes, originating IP locations, transaction frequency, and other indicators.
47	CB-6	Ability to report suspicious activity trends or patterns to the County	X		Point & Pay notifies clients immediately upon detection of suspicious activity. The points of contact of these notifications are determined during implementation, but are usually done at the executive level.
48	CB-7	Ability to provide online access to chargeback information for timely processing of chargebacks	X		Point & Pay's chargeback process is managed entirely through online tools.
49	CB-8	Ability to submit backup information online for initial chargeback notification	X		Point & Pay supports administrative management of returned items on behalf of clients. In this model, we will submit all of the documentation we have on hand in response to an inquiry.
	CB-9	Ability to offer agency the option to have chargeback insurance (i.e. \$0.50 additional fee directly paid to the insurer to support court restitution payments )	X		Point & Pay has offered a model for chargeback guarantee in its pricing options.
50	PAF	<b>Payment Activity Files</b>			
51	PAF-1	Ability to provide an electronic file to the County containing detailed transactions from a previous settlement. Payment Activity Files must have flexible schedules to coincide with agreed-upon batch pricing for the individual County agency applications. The Payment Activity file must contain transaction-level information as well as detailed line-item information (i.e. multiple items paid in one transaction) with a date/time stamp for each transaction. The Payment Activity File must:	X		Point & Pay is an expert provider of the reporting concepts described. We have fully configurable control over the timing and contents of all files that we generate on behalf of the County. Order-level and transaction-level details are available, as well as time stamps.
52	PAF-2	Allow for at least 50 user-definable fields at the transaction-level	X		Point & Pay supports an unlimited number of fields in its Payment Activity Files, both at the transaction and order levels.
53	PAF-3	Allow for at least 50 user-definable fields at the transaction detailed line-item level	X		Point & Pay supports an unlimited number of fields in its Payment Activity Files, both at the transaction and order levels.
54	PAF-4	Include the header and footer information that includes a unique file name and total count of transactions and dollar amounts	X		Point & Pay supports fully customizable header and footer logic, including accomodation of the County's preferred naming conventions and inclusion of record counts.
55	PAF-5	Identify the payment channel for each transaction	X		This is fully supported.
56	PAF-6	Unique confirmation number assigned to each Payer to indicate that the transaction was approved or completed	X		This is fully supported.
57	PAF-7	Identify refund and return transactions, including, but not limited to the following information:	X		Point & Pay can include refund and return information in its primary files, along with fields that identify whether transactions represent inbound revenue, returns, or refunds. We can also separate this information and provide it in separate files, depending on the preference of the County and its agencies.

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
58	PAF-8	Status of the transaction (successful, failed), including the necessary identifying information that will tie the Refund Return back to the original payment transaction	X		This is fully supported.
59	PAF-9	Fees returned for the full refund transaction, along with the associated fee confirmation number	X		This is fully supported. Point & Pay's standard practice is to return all fees associated with a refund transaction. Amounts and identifiers for these returns are easily included in any file-based reporting.
60	PAF-10	Refund or return amount as a negative number that is appropriately identified in the file's trailer record total amount	X		This is fully supported.
61	PAF-11	Individual refund and return transaction detail that must be distinguishable from other negative amount transactions, such as returns. This is required to enable County staff to identify individual transactions which comprise the aggregate credit(s) to the designated County bank account	X		This is fully supported. Point & Pay always provides full return data at the individual transaction level. Individual transactions and line item detail is always available. Even in the rare case of having multiple partial refunds against the same original transaction, we have carefully designed our system to provide full detail.
62	PAF-12	Identify eCheck return transactions, including, but not limited to the following information:	X		Point & Pay fully supports eCheck returns via the same processes and online tools as for cards and other transaction methods.
63	PAF-13	Linkage of the eCheck return back to the original payment	X		This is fully supported.
64	PAF-14	NACHA return code (appropriately coded for the return)	X		This is fully supported, however please note that per best practices and for privacy reasons, we don't typically provide return codes on screen to all users in our online tools. Our standard practice is to require a "valid business reason" for communicating a code. These can be made available in reports to accounting personnel using them for appropriate internal functions.
65	PAF-15	Transaction dollar amount listed as a negative number and reflected appropriately in the Payment Activity File's footer record total amount	X		This is fully supported.
66	PAF-16	Ability to provide the option to County agencies to include eCheck returns in the same Payment Activity as the payments, or provide a separate Payment Activity File for returns only	X		This is fully supported.
67	PAF-17	Ability to identify individual eCheck return transactions must be distinguishable from other negative amount transactions, such as refunds	X		This is fully supported.
68	PAF-18	Ability to identify eCheck returns, including individual transactions which comprise the aggregate credit(s) to the designated County bank account	X		This is fully supported.
69	PAF-19	Ability to identify eCheck refund return transactions, which must be distinguishable from other negative amount transactions, such as refunds	X		This is fully supported.
70	PAF-20	Ability to allow the County to identify the individual transactions which comprise the aggregate credit(s) to the designated County bank account	X		Point & Pay supports fully configurable endpoints for return processing per agency or payment type.



ID	General Requirements	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
71	PAF-21	Ability to include the net amount to be deposited plus the total transaction fee(s) to calculate the combined total (gross) amount with the ability to tie it back to the transaction	X		This is fully supported.
72	BK	Banking			Point & Pay Confidential (entire Banking section)
73	BK-1	Ability to utilize procedures to determine that each Payer is the authorized cardholder or account owner. Procedures must meet or exceed industry standards, including, without limitation, those standards promulgated by the applicable Card Issuers, Associations, and/or NACHA	X		Point & Pay performs validation of all payment inputs against internal business rules and verification databases. We then authorize the transactions externally using industry best practice procedures for data capture and submission. In the case of NACHA, this includes the multi-point identification requirement.
74	BK-2	Ability to allow the Payer to try a different Card or Payment Type if a Transaction is rejected	X		Point & Pay always provides options to retry transactions. Our error messaging is designed to give insightful feedback on what went wrong and encourage customers to try again.
75	BK-3	Ability to allow the Payer to review all charges and itemized fees before final submission	X		Point & Pay's solutions are thoughtfully designed to give customers full insight into their cart and its associated fees. This is true on all transaction channels. In our virtual terminal, we provide scripting for County staff to inform customers of fees. In our integrated terminal solutions with multimedia displays, we present cart information in the onscreen display and require acknowledgement of any associated fees.
76	BK-4	Ability to allow Payer to terminate the processing of information prior to completion of a successful Authorization, or receipt of an approval message	X		Customers may opt out of the transaction process at any time prior to authorization.
77	BK-5	Ability to ensure that the Contractor's cost only includes the interchange percentage fee and the interchange per item fee, dues and assessments, and network or usage fee	X		As a direct acquirer, Point & Pay has full insight and control of the fees associated with all transactions. We agree to only pass through legitimate costs assessed by the issuers and associations during the transaction process.
78	BK-6	Ability to charge the cost of fees as outlined in the most current, available Visa, MasterCard, or Discover Interchange Rate schedule with the minimum rate charged for all Visa, MasterCard, or Discover (if applicable) credit and debit interchange rate available for government Standard Industry Classification (SIC) codes or Merchant Category Codes (MCC). Contractor must provide the County any new or modified rate schedule at least 60 calendar days prior to the new rates taking effect	X		Point & Pay received bulletins with new rate information well in advance of when they take effect in the April/October cycle. We include interchange cost optimization in our account management process, and will report on rate performance and opportunities for improvement in our regular meetings. This includes analysis of qualifications, special program registration, and data submission optimization.
79	BK-7	Ability to clearly identify and/or state, at least two (2) times during the user's session, prior to confirmation of Payment, of any service fee(s) being charged to a Payer conducting a payment. The fee must be clearly identified as fees not associated with the County.	X		Point & Pay provides at least two clear, easy-to-understand presentations of the fees associated with transactions prior to checkout. We always identify these items as convenience or service fees and can use the flexible text elements on these pages to make it clear to customers that these fees are assessed by Point & Pay.
80	BK-8	Ability to offer the Payer the ability to affirmatively consent to the fee before completing the payment transaction	X		Point & Pay requires that a customer acknowledge the final transaction totals and terms and conditions for transaction processing, which include information about the fees.

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
81	BK-9	Ability to obtain the Payer's approval (electronic or otherwise) of such fees prior to initiating (debit/credit) authorizations	X		Point & Pay records customers' responses to fee presentation as part of its transaction data.
82	BK-10	Contractor must not change the service fees without the County's approval and is subject to an annual review by the County. The County may request a decrease of the service fee if related interchange pass-through cost from card associations being charged to the Contractor decrease	X		Point & Pay agrees to only charge fees as approved by the County. Accuracy of fee implementation and the associated change control process is part of our annual SSAE 16 audit; processes are in place to ensure the County's full control over how fees are assessed. Point & Pay welcomes continual dialogue around fee rates and their effectiveness with customers. We suggest this be part of our regular account review meetings. Our only request is that this term be mutual and that Point & Pay have the ability to present bona-fide cost increases to the County for consideration of fee changes.
83	BK-11	Ability to provide the capability of acting as the Merchant for the service fee due to the requirement to segregate and separately itemize tax funds from service fee funds on the cardholder's statement	X		It is Point & Pay's standard practice to act as the merchant for service fees. Please note that Point & Pay's proposal includes the ability to split fees as separate transactions and settle them independently, even on EMV enabled terminals via our proprietary terminal application.
84	BK-12	Ability to support the following requirements for all Web/Online applications where a service fee is charged to the cardholder:	X		Point & Pay supports all of the associated requirements.
85	BK-13	Create a separate Return for the service fee if the original charge is returned by the County agency for the full amount of the original payment	X		This is fully supported.
86	BK-14	Support transactions where the Contractor may not be required to return the service fee in the event a charge is returned in less than the full amount of the transaction payment	X		This is a fully supported configuration option, although it is our standard practice to return the fee in full.
87	BK-15	Charge the County the Debit Network Pass-Through (DNPT) fees as outlined in the most recently available Debit Card Network Rates schedules to ensure that the County is obtaining the optimal price for debit transactions	X		This is fully supported.
88	BK-16	Ability to ensure accurate Settlements according to the following schedule for card transactions (whether or not settled directly by the payment processor to the County):	X		Point & Pay supports all of the associated requirements.
89	BK-17	Discover, MasterCard, and Visa within two (2) Banking Days of transaction date	X		Point & Pay meets or exceeds this requirement.
90	BK-18	All other Cards within three (3) Banking Days of Transaction date	X		Point & Pay meets or exceeds this requirement.
91	BK-19	Ability to accurately Settle eCheck settlement of funds for eCheck Transactions (whether or not settled directly by the payment processor to the County):	X		Point & Pay supports all of the associated requirements.
92	BK-20	For all Web/Online applications collecting property taxes or other taxes by County, within one (1) Banking Day of Transaction date	X		Point & Pay meets or exceeds this requirement.
93	BK-21	For all other Web/Online applications, within two (2) Banking Days of Transaction date	X		Point & Pay meets or exceeds this requirement.

ID	General Requirements				Proposer's Response
94	BK-22	Ability to allow the County to elect, in its sole option, to switch Settlement option from Contractor to payment processor, or from payment processor to Contractor	X		This option is available to the County at any time.
95	BK-23	Ability to allow the County to elect to make a switch with approval with four (4) week notice to Contractor. Contractor must execute the switch within this four (4) week period	X		Point & Pay is capable of making this switch within 5 business days if necessary.
96	BK-24	Ability to ensure Transactions are accurately settled directly to the applicable designated County bank accounts	X		Point & Pay's implementation process includes end-to-end penny tests for both inbound and outbound transactions on all channels and payment methods. This ensures proper setup. After setup, our structured change control process ensures the correct configuration stays in place.
97	BK-25	Ability to allow the County with its Originating Depository (ODFI) name, transit routing number, and company identification number. The County will use this information to verify ACH credits and debits originated to the County's bank account(s). Any changes to the ODFI information must be provided to the County, at least, 30 days prior to the change to avoid unintended Return by County's designated banks of ACH credits and debits originated by Contractor or payment processor	X		Point & Pay will provide all ODFI information and will ensure that any changes are properly reported with at least 30 days advance notice. We understand the dynamics of working with highly restricted accounts and will coordinate with the County to ensure a smooth flow of transactions.
98	BK-26	Ability to allow the County to designate multiple depository bank accounts for Settlement under all work orders. Describe how the information will be submitted to the County's Finance and Business Operations Division (central) Accounts Receivable and Cash Management sections. Does the County have the flexibility to receive this information in one file or separate files?	X		Point & Pay has complete flexibility in this area. Our platform features robust heirarchy controls that allow us to determine transaction endpoints based on a variety of business rules. We can aggregate or separate by agency, payment type, channel, physical location, or payment method. These configurations are stored in our platform configuration; we prefer this approach to dynamic routing based on individual transaction records or files because it allows for a more rigid change control process. By storing the deposit configurations on the platform, we will route transactions per the perscribed rules regardless of how they are received.
99	BK-27	Ability to create separate daily funds settlement for collections, refunds, and returns/chargebacks, as well as capability to create an aggregate daily funds Settlement report for all Transaction types	X		Point & Pay can configure whether collections, refunds, returns, and chargebacks happen via a NET process or independent debiting processes. The endpoints and timelines for these processes can also be configured on a per-agency basis.
108	RPT	<b>Reporting</b>			<b>Point &amp; Pay Confidential (entire Reporting section)</b>
109	RPT-1	Ability to provide a single online reporting system to retrieve all transaction information near real-time. Identify the time duration (in seconds) that the transaction information will be available to support near real-time transactions	X		Point & Pay provides a centralized online reporting service where all transaction reporting will be aggregated. This system works on a true real-time basis for most transactions, including web, IVR, virtual terminal, integrated POS, mobile and other in-house technologies. For certain stand-alone terminal solutions or similar systems working via batch processing, these transactions would be reflected in the online database as soon as those records become available.



ID	General Requirements				Proposer's Response
		Yes, Meets Without Customization	Yes, Meets, Customization Required	No, Will Not Meet	
110	RPT-2	Ability to retrieve reporting data through Web APIs. Describe the Web APIs that your company offers to retrieve data for reporting purposes.	X		Point & Pay's APIs offer the ability to query for transaction status on individual records, or a range of records based on payment type and date/time range. Transaction data is returned in XML for the County's use in internal reporting functions, or for balancing and reconciliation.
111	RPT-3	Ability to provide configurable dashboards to monitor transactions (at a summary level with drill-down capabilities) to view activity across the enterprise and for specific agencies or business areas		X	Point & Pay currently provides 4 different dashboard views covering different areas of transaction performance and system availability. These include a transaction overview (which is available immediately upon login), recurring payments and e-billing statistics, system health and availability, and customer service/ticketing. Additional dashboards can be configured to the County's specifications with minor customization.
112	RPT-4	Ability to allow users to run reports based on one or more user-defined parameters, including, but not limited to:	X		Point & Pay fully supports user-customized reporting.
113	RPT-5	Time interval (daily, weekly, monthly, annual, year-to-date, user-defined date range)	X		This is fully supported.
114	RPT-6	Business area (Countywide, agency-specific)	X		This is fully supported.
115	RPT-7	Payment Channel (POS, Web/Online, IVR)	X		This is fully supported.
116	RPT-8	Payment Method (Credit Card, Debit Card, eCheck)	X		This is fully supported.
117	RPT-9	Card Type (Visa, MasterCard, American Express, Discover, Other)	X		This is fully supported.
118	RPT-10	Application Name (agency source system)	X		This is fully supported.
119	RPT-11	Transaction Status (successful, unsuccessful)	X		This is fully supported.
120	RPT-12	Transaction Type (sale, refund, return, chargeback, etc.)	X		This is fully supported.
122	RPT-14	Ability to offer canned reports for each County agency and countywide. Provide samples of standard reports, including detail and summary reports as <b>AttC-1: Sample Reports</b> in your proposal response, including, but not limited to:	X		Point & Pay offers a library of "canned" reports which we have developed and implemented for clients over the course of our history. Any of these reports can be redeployed at the County's convenience. We have also included scripting of several new reports as part of the premium implementation packaged proposed for King County. A variety of sample reports have been included as Attachment C.
123	RPT-15	Transaction Summary Report	X		This is fully supported.
124	RPT-16	Transaction Detail Report	X		This is fully supported.
125	RPT-17	Daily deposit Settlement breakdown (to identify individual Merchant activity by Application, Payment Type, Payment Channel, Card Type, Transaction Type, or Association or Card Issuer)	X		This is fully supported.
126	RPT-18	Ability to identify the transaction date/time in terms of Pacific Standard Time (PST) time zone	X		The local time zone is a key configuration in Point & Pay's implementation process. This feature standardizes all reports, cutoff times and similar functions to our clients' native preferences.
127	RPT-19	Ability to provide access to online reports	X		Point & Pay provides access to reports via its online Workbench.
128	RPT-20	Ability to allow the user to sort reports based on report fields as defined by the County	X		Point & Pay's reports are sortable by the column titles.
129	RPT-21	Ability to ensure that all reports do not display County bank information	X		In reports where bank information is relevant (e.g. deposit summaries, etc.), Point & Pay masks the account information except for the last 4 digits of the account number.

ID	General Requirements	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response	
130	RPT-22	Ability to provide multiple download options (e.g. .pdf, .xlsx, .csv, .htm). Cite the formats available to download.	X			Point & Pay currently supports CSV, XLSX, and HTML as standard download formats directly from the online tools. PDF and other formats have been done before and can be added via a minor update. Scripted reporting can be provided in virtually any format.
131	RPT-23	Ability to support access to at least 15 years of historical data. Cite the length of time that report data will be available to the County if a different retention period is being proposed.	X			Point & Pay acknowledges per Addendum 1 that this requirement is revised to request 6 (six) years of historical data. The Point & Pay platform is capable of supporting the presentation of historical data per a client-defined retention period. We have adapted our pricing and approach to accomodate the County's six year requirement. Other time frames can likewise be supported upon request.
132	RPT-24	Ability to provide Transaction Reports that include volumes and dollar broken down by one or more of the following categories:	X			Point & Pay can customize the data elements included in reports per the County's specified breakdowns.
133	RPT-25	Customer Type (e.g. individual, business)	X			This is fully supported.
134	RPT-26	Card Issuer	X			This is fully supported.
135	RPT-27	Payment Type (e.g. credit, debit)	X			This is fully supported.
136	RPT-28	Ability to provide incident reports, including, but not limited to:	X			It is part of Point & Pay's standard operating procedures to provide formal incident reports for any of the following:
137	RPT-29	Any material network outages	X			This is fully supported.
138	RPT-30	Work stoppages	X			This is fully supported.
139	RPT-31	Other payment processing problems. Cite other problems in which incident reports may be made available	X			Point & Pay will work with the County during implementation to define the conditions for when incident reports should be sent. Common causes include: file transfer issues, integration availability, security events, and similar issues.
140	RPT-32	Ability to provide a monthly report of transactions requiring exception handling (i.e. payments requiring manual correction due to the entry of erroneous payer information)	X			Point & Pay can generate a report from records of transactions that cannot be posted successfully due to non-matching parameters. Our recommendation is that this report be produced daily to be used in troubleshooting and reconciliation, however a monthly summary can also be provided.
141	RPT-33	Ability to provide ad hoc reporting tools and capabilities. Ad hoc reports may include, but are not limited to, reporting information that supports or further defines incident reports where payment transactions are delayed or otherwise impacted.	X			Point & Pay has anticipated the need for ad-hoc reports in its implementation plan and this is a standard part of our account management service. Point & Pay utilizes Salesforce's excellent "Service Cloud" package for case management, ticket tracking, incident reports, document tracking and related operational management practices. As a premier account, we are interested in creating Service Cloud accounts for key King County individuals so that they can have real-time access to these items. The ad-hoc reporting tools in Salesforce are outstanding; they can be fed into dashboards for tracking concerns like case load, case aging, pattern recognition, and similar performance improvement activities.
142	RPT-34	Ability to offer the capability to develop customized reports to meet County business needs	x			Point & Pay's production support team is staffed with database administrators with excellent report writing tools. We have anticipated this need and built it into our implementation, account management, and pricing considerations.
143	NF	Non-Functional Requirements				
144	NF-1	Ability to provide payers 24/7 access to electronic payment options and networks employed by the Contractor at a rate equal to or exceeding 99.99% on average	X			Point & Pay meets and exceeds these SLAs.

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No. Will Not Meet</div>			Proposer's Response
145	NF-2	Ability to allow agencies to specify the times of availability to accept and process payments to support guaranteed system uptimes	X		Point & Pay supports a calendar configuration that enables agencies to dictate when they want services to be available. Availability can also be controlled on an ad-hoc basis by contacting the account manager. We are comfortable guaranteeing uptime for services.
146	NF-3	Ability to provide an accuracy rate of 99.999% or higher for all transmitted transaction data as provided by the payer. This includes accuracy of electronic payment data forwarded to the County by the Contractor that may be impacted by intermedicate actions taken by the Contractor necessary for coding, applying, and transmitting payment data.	X		Point & Pay is comfortable agreeing to an accuracy rate of 99.999% or higher for transaction data handled through our platform.
147	NF-4	Ability to provide point of sale hardware/software to support electronic payments that is interoperable/compatible with County-owned or leased POS hardware/software	X		Point & Pay offers a broad suite of POS hardware and software options to accommodate the current and future needs of King County and its agencies. Our teams will work with County agencies to integrate these components with key existing resources.
148	NF-5	Ability to provide mobile payment applications that are compatible with Android, Apple, and Windows phones and tablets (no smart watch support is required)		X	Point & Pay's preference is to provide HTML 5 dynamically formatted webpages that adapt to any device or operating system customers want to use. This approach is universal and substantially easier to maintain than proprietary app development. Mobile responsive webpages are part of our standard service offerings, while application development is done on an ad hoc basis. As such, we have responded "customization required." We are also capable app developers and have offered to perform mobile application development as requested.
149	NF-6	Ability to provide responsive mobile payment application Web pages	X		As discussed above, we are strong proponents of responsive design, which is a standard part of our web package.
150	NF-7	Ability to provide payment application Web pages that have the ability to work with current versions of the following Web browsers, including, but not limited to:	X		All of the browsers listed are included in our UAT and QA proceses for the release of web components.
151	NF-8	Edge	X		Fully supported.
152	NF-9	Internet Explorer 9, 10, and 11	X		Fully supported.
153	NF-10	Chrome	X		Fully supported.
154	NF-11	Firefox	X		Fully supported.
155	NF-12	Safari	X		Fully supported.
156	NF-13	Opera	X		Fully supported.
158	NF-15	Ability to provide payment application Web pages that has the ability to work with current versions of the following mobile platforms' Web browsers, including, but not limited to:	X		All of the browsers listed are included in our UAT and QA proceses for the release of mobile responsive web components.
159	NF-16	Android (Chrome)	X		Fully supported.
160	NF-17	Apple (Safari)	X		Fully supported.
161	NF-18	Windows	X		Fully supported.



ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
164 NF-20	Ability to provide POS maintenance involving County-owned or leased devices must include device upgrades that are required to remain compliant with all Banking Rules, Data Security Guidelines, and new technology affecting payment processing or to replace outdated devices no longer supported	X			Point & Pay agrees to provide maintenance agreements for owner or leased equipment that support all applicable banking rules, data security guidelines, and new technologies.
165 NF-21	Ability to provide maintenance for Web applications to ensure that it is kept up-to-date with King County full-stack and templates for standard King County websites. Refer to <a href="http://www.kingcounty.gov/help/governance/current-versions.aspx">http://www.kingcounty.gov/help/governance/current-versions.aspx</a>	X			Point & Pay has reviewed <a href="http://www.kingcounty.gov/help/governance/current-versions.aspx">http://www.kingcounty.gov/help/governance/current-versions.aspx</a> and agrees to provide maintenance for our applications that will allow them to continue to work with the County's full stack as it evolves.
166 NF-22	Ability to update to new templates if King County makes template updates	X			Point & Pay's pages are template and CSS driven. They can be easily configured to accommodate new templates as King County's preferences evolve. We agree to provide this service as part of maintenance.
168 NF-23	Point of Sale transactions must complete authorizations in 4 to 6 seconds of payment entry. Provide the average response times for both dial and IP authorization methods during both peak and normal periods	X			Point & Pay's internal transaction response times for IP based terminal transactions log at an average of 4 seconds per authorization. This response time is identical between both peak and normal periods. It should be noted that EMV transactions currently add approximately 2-3 seconds, which is an industry-wide consideration. Terminal transactions based on dial connections exhibit a range of 15-20 seconds overall for authorization.
169 NF-24	Provide the average response times for both dial and IP authorization methods during both peak and normal periods for online card processing services	X			Point & Pay's internal transaction response times for all transactions on the platform hosting web, IVR, and Virtual Terminal transactions logs an average of 1.6 seconds per authorization. This response time is identical between both peak and normal periods. Overall, >95% of our transactions happen in less than 4 seconds.
171 NF-25	Comply with Payment Card Industry (PCI) Data Security Standards (DSS).	X			Point & Pay is PCI-DSS Level 1 compliant; all of the solutions proposed in our response to the RFP will comply with these standards.
172 NF-26	Comply with Payment Card Industry (PCI), Payment Application (PA) - Data Security Standards (DSS).	X			<p>Point &amp; Pay complies with all of the requirements of the PA-DSS, which strives to ensure that merchants purchasing software to manage their transactions are able to license solutions that are well designed to help merchants to achieve PCI-DSS compliance. As a SaaS platform, Point &amp; Pay's core services cannot be certified by an auditor for compliance because platform's of this nature are excluded from PA-DSS. As an added assurance to our clients, we follow the standard anyway, as it ensures that we are providing solutions that enable our clients to achieve DSS certification easily.</p> <p>All of our processing partners (e.g. EPX, Global Payments, are PA-DSS certified and we work with best-in-class software partners like System Innovators (iNovah) to deploy PA-DSS certified applications with integrated payments capabilities.</p>
173 NF-27	Support EuroPay, Mastercard, and Visa (EMV) standard for point of sale electronic payments to accept credit/debit card transactions	X			Point & Pay has offered a proprietary set of applications for facilitating EMV transactions, including both stand-alone hardware solutions and integrated terminal options that are uniquely capable of processing government transactions with convenience fees.

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
174 NF-28	Payment application Web pages must comply with <i>Section 508 of the Rehabilitation Act Amendment of 1998</i> (for Americans with Disabilities Act (ADA), 508, §1194.22. "Web-based Intranet and Internet Information and Applications" to ensure that individuals with disabilities are provided comparable access or the same degree of accessibility to all software information and data as individuals without disabilities, as specified by the U.S. Department of the Treasury, Bureau of the Fiscal Service)	X			Point & Pay designs its pages for Section 508 compliance and agrees to perform due diligence during the implementation process to ensure the choices and configurations made for County Agencies comply.
175 NF-29	Compliant with National Automated Clearing House Association (NACHA)	X			Point & Pay is fully compliant with NACHA rules and regulations and has NACHA trained individuals on staff and as part of the project team to ensure ongoing compliance.
176 NF-30	Adhere to card brand association rules and regulations	X			Point & Pay is fully compliant with card brand rules and regulations and has CPP (Certified Payments Professional) trained individuals on staff and as part of the project team to ensure ongoing compliance.
177 NF-31	Comply with State of Washington Revised Code of Washington (RCW 36.29.190) which prohibits the County to accept credit card payments for taxes unless the cost of the transaction is born by the cardholder. Previously, the only credit card company that allowed the County to pass processing costs to the taxpayer has been Discover. Major credit card companies now allow a convenience fee to be charged for POS transactions to pay property taxes.	X			Point & Pay is an expert provider of convenience fee processing services and will ensure these regulations are observed.
178 NF-32	Comply with King County Procedures for Cash Handling and Receipting FIN 15-3 (AEP). Refer to <a href="http://www.kingcounty.gov/operations/policies/aep/financeaep/fin153aep.aspx">http://www.kingcounty.gov/operations/policies/aep/financeaep/fin153aep.aspx</a>	X			Point & Pay has reviewed these procedures and agrees to comply to the extent relevant to our services.
179 NF-33	Comply with the Federal Reserve Board's Check Clearing for the 21st Century Act (Check 21)	X			Point & Pay's solutions are compliant with Check 21.
180 NF-34	Contractor must register applicable County applications with Card Associations to accept convenience/service fees for County tax applications and non-tax applications that meet the Association Rules for the <u>Visa Tax Payment Program and MasterCard Convenience Fee Program</u>	X			As part of our standard onboarding procedures, Point & Pay will submit registrations for all applicable agencies to their appropriate Visa and MasterCard programs.
181 NF-35	Contractor must register applicable County applications with Card Associations to accept convenience/service fees for County tax applications and non-tax applications that meet the Association Rules for the <u>Visa Government and Higher Education Payment Program</u>	X			As part of our standard onboarding procedures, Point & Pay will submit registrations for all applicable agencies to their appropriate Visa and MasterCard programs.
182 NF-36	Contractor must register applicable County applications into the Visa/MasterCard Utility Programs for reduced convenience/service fees	X			As part of our standard onboarding procedures, Point & Pay will submit registrations for all applicable agencies to their appropriate Visa and MasterCard programs.



ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
183 NF-37	Contractor must support a fixed fee, variable fee, or tiered method to compute a convenience/service fee with the proposed pricing included in the Contractor's response to Attachment A: Price Proposal.	X			Point & Pay supports all of the requested pricing structures and has included this information in our Pricing Proposal.
184 NF-38	Ability to provide Web pages compliant with the Americans with Disabilities Act (ADA) set forth by the U.S. Rehabilitation Act 508, 11.94.22 "Web-based Intranet and Internet Information and Applications."	X			Point & Pay designs its pages for Section 508 compliance and agrees to perform due diligence during the implementation process to ensure that the choices and configurations made for County Agencies comply.

Scope of Work Attachment A: Mandatory Requirements

Contract No. 5899650

ID	Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
WEB/ONLINE					
1	WEB: General (Note: These requirements apply to both vendor-hosted and King County-hosted business applications)				
2	WEB-1	Ability to support the following payment methods for Web/Online transactions:	X		Point & Pay will support King County's web processing payment methods.
3	WEB-2	Cash (over-the-counter transactions)	X		This requirement is deleted per Addendum 3.
4	WEB-3	Physical Checks (over-the-counter transactions)	X		This requirement is deleted per Addendum 3.
5	WEB-4	Electronic Checks (over-the-counter transactions)	X		Point & Pay fully supports entry of electronic check information at the point-of-sale.
6	WEB-5	Credit Card (card-present and card-absent)	X		Point & Pay fully supports credit card processing on all channels.
7	WEB-6	Debit Card (card-present and card-absent)	X		Point & Pay fully supports debit card processing on all channels.
11	WEB-10	Ability to offer a fully-hosted, secure payment gateway (form for collecting payment data) to be used by County-hosted applications to process customer payments near real-time. Describe the flexibility (e.g. payment data transmitted, required vs. not-required fields) that the County will have to configure or customize this form.	X		Point & Pay fully supports gateway processing based on provision of custom payment forms. Our forms design offers great flexibility in terms of the fields collected and formatting. We support an unlimited number of fields, and each can be configured for text or drop-down input. Fields can be configured for customer entry or population from data sources, or pre-populated from fixed values. We can validate form entry against any regular expression or logical business rule. Also, fields can be assigned against three tiers of heirarchy: item, order, or customer. It should also be noted that we can turn off all but the minimum set of fields required to authorize a transaction.
	12	WEB-11	Ability to offer a fully-hosted, secure payment gateway to be used County-authorized third-party hosted applications to process customer payments. Describe the flexibility (e.g. payment data transmitted, required vs. not-required fields) that the County will have to configure or customize this form.	X	
13	WEB-12	Ability to use "payments.kingcounty.gov" as a sub-domain for the payment form from the County's application from which it was called throughout the eCommerce Application to ensure continuity with the County's kingcounty.gov look-and-feel.		X	Coordination between the King County and Point & Pay teams will be requires to ensure correct IP and DNS mapping, as well as the exchange of SSL certificates.
14	WEB-13	Ability to allow cross-domain calls (e.g. AJAX calls) to the vendor API for all Web services	X		Point & Pay fully supports cross-domain calls.

ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
15 WEB-14	Ability to use King County's standard .NET "MasterPage" layout provided by the County upon the selection of the vendor		X		Point & Pay's standard practice is to use style elements (background; foreground; primary, secondary, and highlight colors; font size, color, and style; titles; logos; banner images or instructional text) from a client's style sheet, while not pulling directly from technical resources. We do support full customization beyond the templates, and will support this requirement for King County as a minor enhancement.  We encourage the County to review and consider some of our templates before finalizing on a full CSS import. We spend a great deal of effort on the usability and visual language of our sites, and many clients consider our pages an improved customer experience, even if there is a minor break in style. We have included end-to-end screen shots of King County style elements applied to the <u>standard EBPP template in our product documentation</u> .
16 WEB-15	Ability to use an HTML template provided by King County for any non-.NET applications (Note: Vendors will be required to coordinate with King County to pull the latest HTML templates on a monthly basis)		X		Please see above. Point & Pay has traditionally done style imports based on CSS.
17 WEB-16	Ability to support foreign languages, including, but not limited to English, Spanish, Russian, Korean. List the languages that are supported. Describe how your solution supports this requirement.	X			Point & Pay can embed the Google Translate function within its webpages. Google translate supports over 90 languages in real time, including all of those required. For the full list of supported languages, please visit: <a href="https://translate.google.com/about/intl/en_ALL/languages/">https://translate.google.com/about/intl/en_ALL/languages/</a>
18 WEB-17	Ability to support County employees to process payments for in-person payments. Describe how your solution supports this function.	X			Point & Pay's Workbench is a fully featured toolkit for County employees to take payments for customers in-person. The payments tool in the workbench is fully configurable to collect the fields and formats required for accurate posting and reconciliation. Because our Workbench, web solutions, IVR solutions, and other products are built of the same central service architecture and dataset, the in-person tools can use the same validation, lookup, and posting services that the rest of our suite uses. The in-person solution is supplemented by industry leading hardware from MagTek and VeriFone.
19 WEB-18	Ability to support County employees to process payments for payments made on behalf of customers via phone. Describe how your solution supports this function.	X			Point & Pay's Workbench fully supports hand-keyed payments for payments made on behalf of customers via phone, in-chat interfaces, social media, or other support channels.
20 WEB-19	Ability to process a payment using a mobile device, including, but not limited to: smart phones (i.e. Android, iPhone, Windows, BlackBerry), tablets. Explain how your solution supports payments on mobile devices and mobile browser compatibility.	X			Point & Pay's proposed solution will utilize HTML 5 mobile dynamic/responsive webpages for universal accessibility on the current generation of mobile devices.
21 WEB-20	Ability to provide a mobile website that conforms to the W3G Mobile Web Best Practices	X			Point & Pay's proposed solutions are specifically designed for usability in the mobile environment. We have reviewed the W3G best practices and they align with our design principles.
22 WEB-21	Ability to support responsive-design, mobile Web content/pages to accommodate a range of devices irrespective of differences in presentation capabilities and access mechanisms. Refer to Exhibit 4: King County Payment Form Style.	X			This is fully supported. Point & Pay has reviewed King County's payment form in Exhibit 4 and this is very close to the layout of our proposed solution. We have attached a full set of screenshots of this product in mobile format in the product documentation.



ID	Requirement				Proposer's Response
		Yes, Meets Without Customization	Yes, Meets, Customization Required	No, Will Not Meet	
23 WEB-22	Ability to support kiosk-based payments (e.g. DNRP Solid Waste, Skykomish, and Cedar Falls drop-boxes to accept credit card payments or pre-paid cards). Describe how your solution supports this function. The County anticipates	X			<p>Point &amp; Pay's platform includes flexible solutions for integrating 3rd party payments. We can expose APIs for kiosk providers or provide kiosks directly through one of our integrated partners. Regarding dropbox payments, we run our own lockbox processing operation and can route these items there, or simply supply an interface for the individuals working through the dropbox items. Point &amp; Pay offers programs for gift/loyalty card acceptance through our corporate parent and can configure terminals to accept these forms of payment.</p> <p>In general, Point &amp; Pay believes that as a payments processing partner, especially in a 7+ year contract, our role is to offer our services as a consultant and solutions designer to the County and its departments. We have a history of accommodating a wide variety of client needs, some of which have been completely unique or outside of our normal core competencies. Our references will attest to this and in many cases, our work together in these peripheral areas has contributed greatly to our long, healthy relationships.</p>
24	<b>WEB A: Set-Up and Configuration</b>				
25 WEB A-1	Ability to receive and display multiple line items from the County-hosted agency storefront or third-party application hosted by a county-authorized third-party vendor, process as a single transaction, and return those items to the County in the Payment Activity File	X			The Point & Pay application fully supports processing multiple line items as a single transaction.
WEB A-2	Ability to provide Card Authorization response times not to exceed four (4) seconds from transaction submission. If the response time varies by payment processor(s), describe the fastest and slowest average response times.	X			<p>Point &amp; Pay has not experienced material differences in the authorization times for different networks or issuing banks. Overall, our average authorization time is 1.6 seconds.</p> <p>Point &amp; Pay can trigger alternate authorization pathways for transactions if our acquiring connection is non-responsive for a configurable length of time. This technology, which we've branded "Never Down Processing", is also used to mitigate downtime from our upstream processing partners. We will work with the County to define triggers for alternate authorization.</p>
26 WEB A-3	Ability to allow the County to configure the payment application to display agency application-specific terms (i.e. privacy and security policy, terms of use, terms of sale, and terms of payment)	X			Point & Pay fully supports configuration of all of the required terms.
27 WEB A-4	Ability to allow the County to configure the merchant descriptor	X			Point & Pay fully supports client-driven descriptors.
28 WEB A-5	Ability to provide Payer Authorization of eCheck payments (and for any payment type required by banking rules, applicable law, and/or required by County) authorization options (i.e. accept, decline) and validate the County-defined unique PIN, shared secret, password, or digital signature meets applicable Banking Rules/legal requirements, entered on the same page as the Payer's signature of Authorization	X			Point & Pay offers a configurable eCheck authorization acceptance form and can code the enrollment process to require and validate the PIN, shared secret, password, digital signature, or other secondary identification criteria as defined by the County in accordance to the applicable rules.

ID	Requirement	Yes, Meets Without Customization			Yes, Meets, Customization Required		Proposer's Response
					No, Will Not Meet		
29	WEB A-6	Ability to configure workflow based on business rules to create multiple approval-level groups based on an agency's defined maximum dollar amount that each level can approve		X			Point & Pay's approval workflow and permissions groups for the payments application do not currently key on dollar values, however we are willing to commit to implementing this feature for the County as a minor enhancement.
30	WEB A-7	Ability to provide the County administrator system role to manage the assignment of approvers to an authorization-level group	X				Point & Pay can assign an administrator to the role of managing the access and permissions levels of other users in a group.
31	WEB A-8	Ability to provide an email notification to alert the approver when a Refund Transaction is awaiting approval		X			Point & Pay's refund process is currently real time, which is a best practice for systems with in-person components. We support queueing for other items, and are willing to commit to adding this feature for King County if selected. In designing this functionality, we would include communications triggers for refunds awaiting authorization. This function is available via the cashiering application we have included as an option for King County Agencies.
32	WEB A-9	Ability to provide an email confirmation upon approval to all parties involved in the Refund Transaction		X			Point & Pay's refund process is currently real time, which is a best practice for systems with in-person components. We support queueing for other items, and are willing to commit to adding this feature for King County if selected. In designing this functionality, we would include communications triggers for all parties involved when a refund is resolved. This function is available via the cashiering application we have included as an option for King County agencies.
33	WEB A-10	Ability to display all Refund Transaction types in the Contractor's online reporting tool, identified as "Refunds"	X				This is fully supported.
34	WEB A-11	Ability to require a minimum of two (2) County approvals, in addition to the person requesting the Refund, per Refund Transaction		X			Point & Pay's refund process is currently real time, which is a best practice for systems with in-person components. We support queueing for other items, and are willing to commit to adding this feature for King County if selected. In designing this functionality, we would include a minimum of 2 approval requirements before the process is authorized. This function is available via the cashiering application we have included as an option for King County agencies.
35	WEB A-12	Ability to configure the refund to include the convenience/service fee when a Transaction is fully refunded	X				Point & Pay fully supports the return of convenience fees for refunded transactions.
36	WEB A-13	Ability to ensure that each refund, chargeback, or return does not exceed the original transaction amount (Note: This requirement will apply to agency applications that do not require the County to calculate interest due to the customer (e.g. property tax) per the Revised Code of Washington.)	X				Point & Pay's system is equipped with a configuration that prevents refunds from exceeding the original transaction amount. Even in cases where multiple refunds are applied to the same transaction, we will not allow the total to exceed the original.
37	WEB A-14	Ability to process Refund Transactions initiated by the County's application or County's third-party application in real-time	X				This is fully supported, both for hosted applications and via our integrated solutions.
38	WEB A-15	Ability to process multiple Refunds using a batch process from the County or County's third-party application	X				This is fully supported.

ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
39 WEB A-16	Ability to receive a file from County agencies, or via Web API, to process refunds and return a single response file with a successful and unsuccessful refunds, including the appropriate NACHA Return Code for unsuccessful refunds	X			This is fully supported.
44	<b>WEB B: Interfaces to Other Systems</b>				
47 WEB B-3	Ability to provide an API that the County can use to identify the availability status of the vendor payment form and payment processing services. Describe how the vendor will communicate planned and unplanned outages. How far in advance will the County be notified of planned outages?		X		Point & Pay currently provides this information via a visual dashboard. Opening up APIs to query for transaction status can be supported as a minor enhancement. Point & Pay's standard notification process for planned system events is to provide notification a minimum of 1 week in advance. Communications are managed through an event distribution list that can be defined uniquely for the County and its agencies. The timelines are negotiable if additional forewarning is required.
50 WEB B-6	Ability to provide an API that the County can use to retrieve groups of transactions in a common data-interchange format based on start/end date, "batch" number, merchant code, settlement code, etc, for use in automated reconciliation and "fulfillment" of paid items.		X		Point & Pay's API currently supports queries based on transaction identifiers and date ranges. This can easily be expanded to include the County's requested query terms.
52 WEB B-8	Ability to maintain audit history for a particular transaction (for example, if a customer is sent from the County to the vendor form to make a payment and attempt to pay three times before being successful, the County should be able to identify those three transaction attempts as part of the original payment initiated by the County)	X			Point & Pay stores a full audit trail for customer activity including declines and other unsuccessful transaction attempts. These interactions are viewable in reporting.
53 WEB B-9	Ability to maintain an audit history for a particular shopping cart (if shopping cart information is managed at the vendor) including all additions, updates, or deletes of line items or customer information and changes in status	X			Point & Pay maintains a full audit trail of all activity in the system.
54 WEB B-10	Ability to support common data-interchange formats and protocols (XML, JSON, SOAP, HTTP form variables)	X			Point & Pay fully supports all common data exchange formats and protocols including those referenced.
55 WEB B-11	Ability to receive real-time information originated from the County application to support information to be passed to the Contractor in real-time, such as with an https post to complete the payment process for the purpose of reducing duplication of information entry by the Payer as defined by each County agency application	X			Point & Pay features off-the-shelf products for completing County transactions based on HTTPS posts.
56 WEB B-12	Ability to provide a real-time electronic acknowledgement of successful transactions back to the County application (for example a POST to a redirect URL with the unique identifier for the transaction), including all necessary identifying information to tie the transaction back to the County's application from which it originated from, to include the following information: date/time stamp, dollar amount, appropriate transaction ID.	X			Point & Pay features off-the-shelf products for completing POSTs of transaction information to a County specified redirect URL. Posts can be configured to contain any data elements stored in association with the transactions, including unique identifiers. This solution, combined with the real time HTTPS post technology described in WEB B-11 above, make up one of our most common integrated solutions. This methodology offers benefits in terms of PCI scope reduction and is easily configured to accommodate proprietary data fields and formats. We highly recommend this solution for many applications.



ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
57	WEB B-13 Ability to provide a tokenization solution	X			Point & Pay fully supports tokenizing payment records and stored payment devices.
58	WEB B-14 Ability to ensure that all tokenization components are located on secure trusted networks that are isolated from untrusted networks	X			Point & Pay hosts its tokenization solution in a fully secured, isolated environment.
59	WEB B-15 Ability to ensure that generated tokens provide the ability to retrieve either a particular PAN or a particular token at all times	X			Point & Pay's tokenization system can be used to perform payment transactions, voids, refunds, and other service interactions at any time. We do not support the automated retrieval of original PAN based on a token, as that would compromise the goal of the tokenization system. A PAN can be requested per our access control policy should a justifiable business case arise. Our tokens can be used to perform all of the functions of a PAN without having to store it or enable access to it.
60	WEB B-16 Ability to ensure the tokenization solution enforces strong cryptography and security protocols to safeguard cardholder data when in transit and at rest	X			Point & Pay's tokenization solutions and overall security infrastructure feature strong encryption practices that safeguard cardholder information at all times. Our tokenization solution in particular was developed with input from our QSA auditors and is covered annually in our audit reviews.
61	WEB B-17 Ability to retrieve a PAN in exchange for its associated token shall be restricted to authorized individuals, applications, or systems	X			<p>As described above, access to PAN retrieval is based on a formal access control policy under "need-to-know" conditions. We do not support an automated practice for this retrieval and such requests must be made via direct communication. This is in keeping with best practices for PAN management. During the implementation process, we will define those individuals and roles who will have the ability to request a PAN, as well as procedures for management and disposal of PAN data should this procedure be used.</p> <p>Since Point &amp; Pay began limiting access to PAN retrieval over 6 years ago, we have not had a single bona-fide case where retrieval of a PAN became necessary, outside of a small number of cases where this was performed as part of a court proceeding or investigation under subpoena.</p>
62	WEB B-18 Ability to implement logging, monitoring, and alerting as appropriate to identify any suspicious activity and initiates response procedures	X			Point & Pay's platform features a robust suite of tools for monitoring, logging, and generating alerts and notifications.
63	WEB B-19 Ability to ensure that generated tokens are rendered unusable and cardholder information unreadable if the environment is compromised	X			Part of Point & Pay's procedures for recovering from a security event is to immediately cut off access to compromised information. This includes cycling the tokens, changing encryption keys and reencrypting the stored records.
64	WEB B-20 Ability to ensure that PAN or token information is communicated with county systems using only encrypted methods; and not via open messaging systems	X			Point & Pay never communicates sensitive information via clear text. We have several techniques for managing these types of communications including secure email, SFTP, etc.
65	WEB B-21 Ability to ensure that any system component that can be used to retrieve PAN data is protected in accordance with the latest PCI data security standards	X			Point & Pay adheres to all PCI standards for protecting access to PAN data. No automated tools or services exist in our production environments for decrypting and retrieving PAN data.

ID	Requirement	Requirement			Proposer's Response
		Yes, Meets Without Customization	Yes, Meets, Customization Required	No, Will Not Meet	
66	WEB B-22 Include a mechanism for distinguishing between tokens and actual PANs so that the County can identify sensitive information and apply effective security measures as needed. Describe mechanism or process used	X			Point & Pay stores and communicates token data using separate fields from those used for PAN data.
67	WEB B-23 Ability to provide a tokenization system whose components are designed under strict configuration standards, protected from vulnerabilities. Describe standards and protections from vulnerabilities	X			Point & Pay's tokenization system was designed under strict PCI guidelines with input from our QSA auditor. The tokenization system resides in our hardened data center, which features: <ul style="list-style-type: none"> <li>• System builds based on CIS and SANS standards</li> <li>• Web application firewalls protecting all systems 24/7</li> <li>• Enterprise-grade firewalls in use in multi-layered, segmented network topology</li> <li>• Information Security Management approach derived from the ISO/IEC 27001</li> <li>• Development standards based on OWASP and SANS best practices</li> <li>• All firewall changes required to undergo formal change control review</li> </ul>
68	WEB B-24 Ability to provide a tokenization solution that supports a mechanism for secure deletion of cardholder data as required through a data retention policy	X			This is fully supported.
69	WEB B-25 Ability to ensure PAN is not retrievable and transported to other end-points after a token has been issued, including, but not limited to:	X			Point & Pay does not support retrieval of PAN from any endpoints
70	WEB B-26 Tokenization solution does not permit a token to be exchanged for a PAN value	X			Point & Pay does not support retrieval of PAN from any endpoints.
71	WEB B-27 Tokenization system does not provide a PAN to the merchant in any response	X			Point & Pay does not include PAN data in any responses.
72	WEB B-28 After a token has been issued, all further transactions or processing (i.e., refunds, chargebacks) can be performed without the need for the merchant to retrieve or access the PAN	X			Point & Pay's tokenization strategy allows the token to fully replace the need for the card.
73	<b>WEB C: Display Customer Transaction &amp; Accept Customer Payment</b>				
78	WEB C-5 Ability to provide an acknowledgement or confirmation of payment acceptance to the payer (Note: The proposed method for obtaining acknowledgement or acceptance of fees must be approved in advance by the County.)	X			Point & Pay requires that customers click a checkbox accepting the terms and conditions for transaction processing, then "submit" their transaction from a summary page. The language and workflow can be tailored for King County to ensure the required level of visibility.
79	WEB C-6 Ability to inform payers of transaction fee amounts and source of the fee (Contractor, County), if any	X			Point & Pay's language takes ownership of the fees. There are many opportunities to present additional information text throughout the process as required.
80	WEB C-7 Ability to obtain payers' acknowledgement or acceptance of fees prior to completing any payment transaction	X			Point & Pay presents fee amounts twice prior to acceptance and requires customers to accept the terms before submission.
81	WEB C-8 Ability to provide a privacy policy notice to inform the payer that the payer's personally identifiable information will be protected	X			Point & Pay's platform features customizable footers for posting of information such as a privacy policy.
82	WEB C-9 Ability to provide online vendor payment form to allow users to securely enter cardholder information tied to the customer transaction	X			Point & Pay fully supports presentation of online forms for transaction capture.



ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
83	WEB C-10 Ability to provide Address Validation Services (AVS) to verify domestic (United States) addresses. Cite provider name of AVS.	X			Point & Pay performs AVS as part of the transaction authorization dialogue with its processor/acquirer. The processor/acquirer relays this information directly with the Visa/MasterCard/Discover/American Express networks.
85	WEB C-12 Ability to provide auto-suggestion to allow the user to select the correct address data to support autofill in appropriate fields	X			Point & Pay codes its pages with the correct HTML field labels so that browser-based auto-population is enabled.
87	WEB C-14 Ability to accept the following payment types to support one-time payments:	X			Point & Pay fully supports all of the required payment types for one-time payments.
88	WEB C-15 Credit Card	X			Fully supported
89	WEB C-16 Debit Card	X			Fully supported
90	WEB C-17 eCheck	X			Fully supported
94	WEB C-21 Ability to support Card Verification Validation (CVV) requirements. List CVV options (i.e. expiration date).	X			Point & Pay fully supports CVV for all 4 card brands. We can also collect and validate a card's expiration date.
95	WEB C-22 Ability to provide descriptive form-field validation messages on the payment form	X			Point & Pay fully supports field validation. We create customized field validations based on regular expressions or external data sources. We can also configure the help text for these fields to provide instructions and in some cases, present an image that indicates the correct data elements and format from a bill.
96	WEB C-23 Ability to offer to support online electronic payment functionality listed below, including, but not limited to:	X			Point & Pay fully supports all of the required and requested components off-the-shelf. Full descriptions of these services have been provided in our product documentation.
97	WEB C-24 Enrollment	X			Fully supported
101	WEB C-28 Ability to handle seasonal transaction volumes and dollars, not only from a system capacity standpoint, but from a banking day high-dollar limit, as a result of varying County application peak and slow seasons (e.g. property tax deadlines, which recorded 58,807 transactions at a value of \$198M in 2014). Cite a previous customer that you have served to support similar seasonal volumes and explain how your firm supported these seasonal volumes with computing resources and to ensure your bank(s) were prepared.	X			<p>As a specialized payment processor for governments, Point &amp; Pay has extensive experience with seasonal transaction volumes and the disparity between an average day and a peak day. We have built our platform architecture on a scalable, elastic architecture that easily scales for the traffic demands. We keep a calendar of our clients' major events and conduct monthly volume planning meetings so that the team has full visibility into the scale needs in terms of technology, financial resources, and service representatives.</p> <p>Regarding financial resources, in this area Point &amp; Pay benefits from being part of the larger North American Bancard organization. We have thoroughly reviewed King County's volume projections, especially at peak, as part of the process of preparing the Certification of Financial Disposition, which we took very seriously. We are confident in our ability to seamlessly handle these volumes and have access to more than sufficient financial resources to cover the financial implications of the business and its seasonality.</p> <p>Point &amp; Pay experiences several annual payment events that reflect the volume demands of servicing King County. With 24 county clients in WA, we already experience high volumes when taxes are due. We also service several large tax collectors in Ohio and Florida that see large volume spikes in advance of their due dates. Counties from all three regions have been included in our references (Pierce County, WA; Hamilton County, OH; Orange County, FL).</p>

ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
102 WEB C-29	Ability to provide the capability of processing payment Transactions from a centralized County payment site (shopping cart) for the purpose of paying for multiple non-property tax related County products/services (i.e. obligations, fees, permits, licenses, registrations, fines, restitution) in one transaction	X			Point & Pay fully supports the "mixed" shopping cart concept and can support all of the payment types described, even with unique data sets, in the same checkout transaction.
103 WEB C-30	Ability to allow a single payment of multiple non-property tax related County products/services and to display one or more line items with its unique Merchant ID and fee structure.		X		Point & Pay manages "mixed" shopping carts by presenting the individual line items and their associated data fields, and then subtotalling the items, applying fees, and presenting an overall payment amount. Minor enhancements would be needed to support displaying fees on a line item level.
104 WEB C-31	Ability to return the payment data from the centralized shopping cart to each County agency via the Payment Activity Files for each Merchant ID	X			This is fully supported.
105 WEB C-32	Ability to provide a merchant descriptor on the customer's transaction detail/summary or statement describing the payment amount as a unique line item	X			Point & Pay's transaction summary/receipt screen shows the full line item detail for the cart contents.
106	<b>WEB D: Calculate Fees, Taxes, Total &amp; Submit Payment</b>				
107 WEB D-1	Ability to support fee calculations (e.g. percentage of transaction amount or flat fee) based on the payment type (i.e. Visa - 5% of the transaction amount, MasterCard - \$3.00 per transaction, Check \$1.49 per check) <u>to pass on the fee to the customer</u>	X			This is fully supported.
108 WEB D-2	Ability to support fee calculations (e.g. percentage of transaction amount or flat fee) based on the payment type (i.e. Visa - 5% of the transaction amount, MasterCard - \$3.00 per transaction, Check \$1.49 per check) <u>to allow the agency to absorb the fee</u>	X			This is fully supported.
109 WEB D-3	Ability to support sales tax calculations to be included in the total amount of the transactions		X		Point & Pay does not currently support sales tax calculation in most of its web applications, however we have researched this need and scoped the requirements. We are comfortable committing to delivering this functionality to the County. Note that sales tax is supported for many of the POS and Cashiering solutions.
110 WEB D-4	Ability to adjust sales tax amount using effective (start/end) dates to update Web/online systems for changes to sales tax, if any.		X		Point & Pay does not currently support sales tax calculation in most of its web applications, however we have researched this need and scoped the requirements, including the requirement to schedule changes. We are comfortable committing to delivering this functionality to the County. Note that sales tax is supported for many of the POS and Cashiering solutions.
111 WEB D-5	Ability to identify the merchant amount and fee amount as separate columns at the line item level	X			This is fully supported.
118	<b>WEB E: Authorize/Settle Payment (Fulfillment)</b>				
119 WEB E-1	Ability to email the Payer a notification status regarding their payment, including, but not limited to the following scenarios:	X			This is fully supported.
120 WEB E-2	Successful payment	X			This is fully supported.
121 WEB E-3	Failed payment	X			This is fully supported.

ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
122	WEB E-4 Returned eCheck	X			This is fully supported.
123	WEB E-5 Successful refund	X			This is fully supported.
124	WEB E-6 Ability to allow the County agency to customize or configure the receipt	X			Point & Pay supports customization of email receipt text.
125	WEB E-7 Ability to allow the Payer to generate a .pdf receipt that can be printed or saved directly from the Internet browser	X			This is fully supported.
126	WEB E-8 Ability to allow the Payer to email a receipt	X			This is fully supported.
127	WEB E-9 Ability to allow the Payer to send a receipt via SMS text message		X		This functionality is planned for release in advance of King County's go-live date.
128	WEB E-10 Ability to include the transaction detail and summary information on the receipt, including confirmation of payment	X			This is fully supported.
129	<b>WEB F: Record Transaction</b>				
130	WEB F-1 Ability to support any adjustments to transaction files resulting from failure to correct, verify, and validate payment information	X			Point & Pay retains the ability to edit transaction records in order to correct issues.
131	WEB F-2 Ability to retain transaction logs for 15 years from the date of each transaction. The information in transaction logs should include the following information:	X			This is fully supported.
132	WEB F-3 Transaction Type	X			This is fully supported.
133	WEB F-4 Transaction Date	X			This is fully supported.
134	WEB F-5 Transaction Time	X			This is fully supported.
135	WEB F-6 Credit Card Number (if applicable)	X			This is fully supported.
136	WEB F-7 Bank Account/Routing Number (if applicable)	X			This is fully supported.
137	WEB F-8 Transaction Amount	X			This is fully supported.
138	WEB F-9 Approval/Confirmation Number	X			This is fully supported.
139	<b>WEB G: Web Analytics</b>				
140	WEB G-1 Ability to track the following analytics on transactions:	X			This is fully supported.
141	WEB G-2 Number of active users	X			This is fully supported.
142	WEB G-3 Number of users who start/finish/save transaction	X			This is fully supported.
143	WEB G-4 Total sales for day, month, time of day	X			This is fully supported.
144	WEB G-5 Details on types of transactions	X			This is fully supported.
145	WEB G-6 County application name requesting the payment	X			This is fully supported.
146	WEB G-7 Geographic	X			This is fully supported. Point & Pay codes all of its pages for Google Analytics, which we can share access to with clients. Through Google Analytics, King County will have access to a broad set of web traffic data including geographic breakouts, etc.



Scope of Work Attachment A: Mandatory Requirements

Contract No. 5899650

ID	Point of Sale Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
POINT OF SALE (POS)					
1	POS: General				
2	POS-1 Ability to offer Point of Sale (POS) hardware solutions and software to support the County's diverse lines of business environments and needs (i.e. kiosks, retail, parking). (Note: The Contractor must provide POS equipment pricing in Attachment A: Price Proposal. The Contractor must also include the POS equipment and specifications in Attachment B: Questions.) to support:	X			Point & Pay is an experienced provider of POS equipment and service. Our parent company, North American Bancard, is a top merchant acquirer with over 250,000 clients, mostly small and mid-sized businesses. We fully leverage our NAB relationship to give our clients access to an outstanding lineup of hardware and related services.  Point & Pay can also deliver solutions for kiosk applications, parking, and other in-person transaction services through a combination of our internal resources, best-in-class partners, and integration capabilities.
3	POS-2 New installations: Agencies that do not have existing POS systems	X			Point & Pay will deploy POS solutions for agencies requiring new hardware and services.
4	POS-3 Modifications to augment existing POS systems without electronic payment capabilities: Agencies with existing, County-owned or leased POS hardware/software that do not have electronic payment capabilities (i.e. debit card, credit card) which require integration and interfaces to be established with the Contractor's POS hardware/software	X			Point & Pay will fully support agencies with existing POS systems looking to expand their capabilities with electronic payments. We will evaluate each situation individually, and in most cases, will look to integrate hardware and processing directly to the existing resources.
5	POS-4 Modifications to replace existing POS hardware/software: Agencies with existing, County-owned or leased POS hardware and software that may need to be replaced since it is outdated or no longer supported, or not compatible with the Contractor's POS offerings to accept electronic payments	X			Point & Pay will fully support agencies looking to replace or update their POS hardware and services.
6	POS-5 Ability to support POS payments made online, with wired or wireless network connectivity. Describe how the transaction auth, settlement, and processing will occur	X			In-person transactions conducted via the Internet are easily facilitated by Point & Pay. We offer virtual terminals and a variety of solutions based on IP terminals. For authorization and settlement, we prefer real-time authorization and host capture wherever possible.
8	POS-7 Offer solutions to support County employees to process payments for card-present and/or card-absent payments using the following methods:	X			Point & Pay fully supports the County's POS requirements.
11	POS-10 Electronic Check (in-person, online)	X			This is fully supported.
12	POS-11 Credit Card (card-present and card-absent)	X			This is fully supported.
13	POS-12 Debit Card (card-present and card-absent run as a credit card)	X			This is fully supported.
17	POS-16 Ability to provide the ability to remotely (via virtual terminal) access card payments from payers via phone, fax, or a payment gateway without a POS device	X			This is fully supported.

ID	Point of Sale Requirement	<div> <div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div> </div>			Proposer's Response
18	POS-17	Ability to process sale amounts for both positive and negative amounts	X		This is fully supported on most POS devices, as well as in the Can/Am cashiering application, where access to the functionality can be controlled via the permission infrastructure.
19	POS-18	Ability to offer POS systems that prohibit deletions of a completed transaction	X		This is fully supported. The cashiering application maintains a permanent audit trail of all financial transactions and provides no ability for a user to delete a transaction. All changes to transactions, including voids, are performed via adjusting entries.
20	<b>POS A: Set-Up and Configuration</b>				
21	POS A-1	Ability to set up role-based access and permissions	X		Point & Pay and its partners fully support configuration of roles, assignment of security to roles, and management of which role(s) are granted to users. Role definition and security is specific to a given agency or department "system" and is managed using the web application.
22	POS A-2	Ability to allow authorized users (e.g. administrators) to manage (i.e. add, update, remove) access for POS users, including issuance and management of user IDs and passwords for the POS device(s)	X		Yes, our Workbench web application enables administrators to set up and manage users. Administrators can reset user passwords, enable locked accounts, grant roles in one or multiple systems, and revoke user access.
23	POS A-3	Ability to assign a single user ID and password to a user that can be used on multiple POS devices	X		This is fully supported.
24	POS A-4	Ability to restrict access to refunds and void transaction types	X		This is fully supported.
25	POS A-5	Ability to set up required authorizations for transactions involving the sale of county-specified items	X		This is fully supported. Point & Pay also supports an online transaction "review queue" for specific transaction types where the payment isn't "released" until an approver has reviewed the item.
26	POS A-6	Ability to set up required authorizations for transactions that meet or exceed a county-specified dollar value amount		X	Minor customization is required to trigger the queuing/approval process based on dollar amount thresholds.
27	POS A-7	Ability to allow the County to set up and configure a POS device session timeout interval	X		This is fully supported.
28	POS A-8	Ability to allow authorized users to set up and configure the items to include on POS terminals	X		This is fully supported.
29	POS A-9	Ability to set up and configure the items to include on the POS terminals	X		This is fully supported.
30	POS A-10	Ability to configure a receipt to print to support in-person transactions versus a point of sale transaction supported by a county customer service representative via phone	X		Point & Pay fully supports both models; our tools for CSRs include the ability to send email receipts.
31	POS A-11	Ability to allow the agency to configure the header, footer, and body of the receipt to display the following information on a receipt, including, but not limited to:	X		Point & Pay will fully support the County's receipt requirements. Note that some receipt formats and requirements are device specific and that virtual terminal receipt capabilities may be different from terminal options for some requirements.
35	POS A-15	Other text defined by the agency (i.e. location name, address, contact phone)	X		This is fully supported.
36	POS A-16	Receipt number	X		This is fully supported.
37	POS A-17	Transaction date and time	X		This is fully supported.
38	POS A-18	Cashier ID	X		This is fully supported.



ID	Point of Sale Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
39	POS A-19 Cashier name	X			This is fully supported.
42	POS A-22 Accounting or batch date	X			This is fully supported.
43	POS A-23 Payment method	X			This is fully supported.
44	POS A-24 Transaction code	X			This is fully supported.
46	POS A-26 Item Description	X			This is fully supported.
47	POS A-27 Quantity	X			This is fully supported.
48	POS A-28 Item Amount	X			This is fully supported.
49	POS A-29 Fees (listed separately if multiple fees exist)	X			This is fully supported.
50	POS A-30 Total Receipt Amount	X			This is fully supported.
51	POS A-31 Ability to configure workflow to require a role-based (e.g. supervisor, administrator) authorization to override the transaction to allow the void transaction to be processed	X			This is fully supported.
52	POS A-32 Ability to configure workflow to require a specific named user to override the transaction to allow the void transaction to be processed	X			This is fully supported.
53	POS A-33 Ability to configure for a new accounting day to be started at times specified by the county agency to accommodate business hours (e.g. 24/7 operations, non-standard, standard)		X		Minor customization is required to make the day end timelines full customizable for individual agencies.
54	POS A-34 Ability to support corrections to receipts from a previous day and resubmit only corrected receipts to Oracle EBS while preventing duplicate transaction processing for receipts where no corrections have been made		X		Poit & Pay has included options to purchase the Teller cashing application from Can/Am as part of its proposal. Can/Am has previously integrated to Oracle ESB in a way that supports submitting adjusting entries to previously submitted transactions, architected to prevent submission of duplicate transactions.
55	POS A-35 Ability to set up and maintain an <i>unlimited</i> number of transaction codes (fees) for each business unit. If a limit exists, identify limit.	X			There are no limits on the number of codes that can be implemented on the Point & Pay system.
56	POS A-36 Ability to set up a transaction code in the system: by defining the name of the transaction code	X			Point & Pay fully supports configuration of custom data elements that accompany transactions managed through our Virtual Terminal or our integrated terminal solutions.
57	POS A-37 Transaction code	X			This is fully supported.
58	POS A-38 Transaction code description	X			This is fully supported.
59	POS A-39 Sub-transaction code(s)	X			This is fully supported as a customizable data element in the Point & Pay system.
60	POS A-40 Unit price (amount in U.S. dollars and cents), including the ability to set the default unit cost to \$0	X			This is fully supported.
61	POS A-41 Unit description (i.e. per item, per pound, per x pounds, per mile, per thousands of dollars)	X			This is fully supported.
62	POS A-42 Quantity	X			This is fully supported.
63	POS A-43 Effective start date	X			This is fully supported as a customizable data element in the Point & Pay system.
64	POS A-44 Effective end date	X			This is fully supported as a customizable data element in the Point & Pay system.
65	POS A-45 Payment methods accepted	X			This is fully supported.
66	POS A-46 Fees (separately listed from items)	X			This is fully supported.

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67	POS A-47	Provide the ability to identify taxable items or non-taxable items to automatically calculate tax amount		X	This is fully supported on our POS hardware solutions and packaged cashiering products. Minor enhancements are required to support sales tax on our virtual terminal and integrated POS solutions.
68	POS A-48	Provide the ability to apply a tax rate to taxable items based on location (i.e. Superior Court will apply the appropriate tax rate based on the location in which the forms are provided to the customer)		X	This is fully supported on our POS hardware solutions and packaged cashiering products. Minor enhancements are required to support sales tax on our virtual terminal and integrated POS solutions.
69	POS A-49	Ability to allow County agencies and business units to use the same transaction codes	X		This is fully supported.
70	POS A-50	Ability to allow users to perform a search for transaction codes, using the following methods:	X		Point & Pay fully supports transaction querying via a variety of inputs.
71	POS A-51	By column sort (ascending, descending)		X	Point & Pay supports column sorting in its report viewer, however, it is not currently available in the query tool. It can be added as a minor enhancement.
72	POS A-52	By wildcard keyword search		X	Point & Pay currently only supports specific search terms. We offer a broad set of terms that cover most circumstances (customer info, payment method info, unique identifiers, confirmation numbers, etc.). Wildcard search can be added as an enhancement and we are comfortable committing to delivering this feature.
73	POS A-53	By Transaction Code Group to apply cascading filters for sub-groups		X	Point & Pay does not currently support cascading filters, however, we are willing to commit to this development if required.
74	POS A-54	Ability to group related transaction codes	X		This is fully supported.
75	POS A-55	Ability to allow a transaction code to assigned a multiple segment General Ledger (GL) account string (e.g. 000001800-0000000-810000-33419-0000000-00000) consisting of the following segments: - Fund: Text (9) (000001800) - Project: Number (7) (1234567) - Cost Center: Text (6) (810000) - Account: Number (5) (33419) - BARS Code: Text (7) (0000000) - Future: Text (5) (00000)	X		Point & Pay's ability to customize the data elements attached, captured and reported with transactions enables assignment of GL codes, either as full strings or segments.
76	POS A-56	Ability to set up a transaction code to support one or more GL account strings to split distributions (e.g. fee split by percentage of transaction amount or defined dollar amount to one or more GL account strings)		X	Point & Pay has included a full cashiering solution as part of the services packaged in our response to this RFP. Customized configuration of GL ledger distributions and the associated coding are available in the cashiering implementation and doing so has been included part of the implementation/configuration requirements that we have in the pricing assumptions.
80	POS A-60	Ability to configure the endorsement, including, but not limited to:		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
81	POS A-61	Font size		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware. Font size customization will require a minor enhancement if needed.

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82	POS A-62	Endorsement position		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
83	POS A-63	Fields printed		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
84	POS A-64	Default printer settings (printer used)		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
85	<b>POS B: Enter Customer Transaction</b>				
86	POS B-1	Ability to select item from a menu list of items	X		This is fully supported.
87	POS B-2	Ability to enter numeric quantity	X		This is fully supported.
88	POS B-3	Ability to enter a variable-based quantity (i.e. vehicle weight before and after received from a weighing station)		X	Minor customization is required to support values calculated based on field inputs.
89	POS B-4	Ability to void transaction	X		This is fully supported.
90	POS B-5	Ability to support refunds for non-sufficient funds items. For example, an agency policy may require that only the base amount is refunded to the customer. Whereas, the fee amount is not refunded to the customer and the customer will absorb the fee. Conversely, another agency policy may require that both the base amount and fee amount must be refunded to the customer. Explain how your solution can support both models.	X		Point & Pay supports configurations for both approaches.
91	POS B-6	Ability to make corrections to previous transaction	X		Point & Pay's platform enables editing of transaction reports with sufficient permissions, provided the appropriate access control and change control policies are observed.
94	<b>Cash and Check Payments (Physical Checks, Electronic Checks,</b>				
97	POS B-11	Ability to encode and endorse checks with the following information:		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware. We are marking this as "requires customization" because the cashiering solution is a more involved implementation requiring customization, licensing, support, maintenance, etc.
98	POS B-12	Date		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
99	POS B-13	Batch ID		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
100	POS B-14	Cashier ID		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
101	POS B-15	Cashier Name		X	Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.



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102	POS B-16 Bank Information		X		Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
103	POS B-17 Ability to scan customer checks to automatically generate the check image file		X		Point & Pay's packaged cashiering solution includes a full set of configuration options for check endorsement with the included check scanning/remote capture hardware.
104	POS B-18 Ability to submit multiple image cash letter check batches to a bank in x937 format		X		Point & Pay can support this requirement as an output from the cashiering solution.
105	POS B-19 Ability to truncate data on checks to a data file(s) and send it to the bank electronically per accounts receivables conversion standard		X		Point & Pay's packaged cashiering solution includes check scanning and submission solutions including the ability to truncate.
106	<b>POS C: Calculate Fees, Taxes, and Total</b>				
107	POS C-1 Ability to support fee calculations (e.g. percentage of transaction amount or flat fee) based on the payment type (i.e. Visa - 5% of the transaction amount, MasterCard - \$3.00 per transaction, Check \$1.49 per check) <u>to pass on the fee to the customer</u>	X			This is fully supported.
108	POS C-2 Ability to support fee calculations (e.g. percentage of transaction amount or flat fee) based on the payment type (i.e. Visa - 5% of the transaction amount, MasterCard - \$3.00 per transaction, Check \$1.49 per check) <u>to allow the agency to absorb the fee</u>	X			This is fully supported.
109	POS C-3 Ability to support sales tax calculations to be included in the total amount of the transactions		X		Point & Pay does not currently support sales tax calculation in most of its web applications, however we have researched this need and scoped the requirements. We are comfortable committing to delivering this functionality to the County. Note that sales tax is supported for many of the POS and Cashiering solutions.
110	POS C-4 Ability to adjust sales tax amount using effective (start/end) dates to update POS systems for changes to sales tax, if any		X		Point & Pay does not currently support sales tax calculation in most of its web applications, however we have researched this need and scoped the requirements, including the requirement to schedule changes. We are comfortable committing to delivering this functionality to the County. Note that sales tax is supported for many of the POS and Cashiering solutions.
111	POS C-5 Ability to identify the merchant amount and fee amount as separate columns at the line item level	X			This is fully supported.
112	<b>POS D: Authorize/Settle Payment</b>				
113	Refer to General tab - Payment Processing requirements				
114	Refer to General tab - Settlement Process requirements				
115	<b>POS E: Record Transaction</b>				
116	RT-1 Ability to provide a confirmation number -- unique id to the user -- to retain for their records	X			This is fully supported.
117	RT-2 Ability to record the completion of the POS transaction and payment confirmation	X			This is fully supported.
119	RT-4 Ability to communicate the POS payment information to the customer via email or SMS text. List other options available to send receipt		X		Email is fully supported from the virtual terminal and integrated POS options. SMS will require customization.

ID	Point of Sale Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
121	POS F: Generate Receipt				
122	POS F-1 Ability to assign unique, sequential receipt numbers	X			This is fully supported.
123	POS F-2 Ability to display the following information on the receipt, including, but not limited to:	X			Point & Pay will fully support the County's receipt requirements. Note that some receipt formats and requirements are device specific and that virtual terminal receipt capabilities may differ from terminal options for some requirements.
127	POS F-6 Other text defined by the agency (i.e. location name, address, contact phone)	X			This is fully supported.
128	POS F-7 Receipt number	X			This is fully supported.
129	POS F-8 Transaction date and time	X			This is fully supported.
130	POS F-9 Cashier ID	X			This is fully supported.
131	POS F-10 Cashier name	X			This is fully supported.
132	POS F-11 Accounting or batch date	X			This is fully supported.
133	POS F-12 Payment method	X			This is fully supported.
134	POS F-13 Transaction code	X			This is fully supported.
136	POS F-15 Item Description	X			This is fully supported.
137	POS F-16 Quantity	X			This is fully supported.
138	POS F-17 Item Amount	X			This is fully supported.
139	POS F-18 Fees (listed separately if multiple fees exist)	X			This is fully supported.
140	POS F-19 Total Receipt Amount	X			This is fully supported.
141	POS F-20 Ability to search for a customer transaction in the system by: receipt number, date/time	X			This is fully supported.
142	POS F-21 Ability to re-print a receipt	X			This is fully supported.
143	POS F-22 Ability to print a receipt using a receipt printer	X			This is fully supported.
144	POS F-23 Ability to print a receipt on an 8.5 x 11 paper	X			This is fully supported.
146	POS F-25 Ability to print customer receipts on demand (i.e. duplicate receipt, re-print)	X			This is fully supported.
147	POS F-26 Ability to issue a voided transaction receipt (i.e. customer may decide to cancel the transaction)	X			This is fully supported.
149	POS F-28 Ability to accept multiple payment methods in a single transaction. For example, cash then debit card for the remaining balance.		X		This functionality is supported in the cashiering application that we have packaged with our proposal. Development would be required to support this functionality in the other payment products and channels.
150	POS F-29 Ability to provide a receipt screen that includes both the details and summary of the transaction:	X			This is fully supported.
151	POS F-30 Customer Last Name (if applicable)	X			This is fully supported.
152	POS F-31 Customer First Name (if applicable)	X			This is fully supported.
153	POS F-32 Item ID (optional)	X			This is fully supported.
154	POS F-33 Item Description	X			This is fully supported.
155	POS F-34 Quantity	X			This is fully supported.
156	POS F-35 Associated fee amount(s) (as separate lines)	X			This is fully supported.
157	POS F-36 Ability to provide a forms-based data entry screen to enter required information for the payment method(s) selected by the user	X			This is fully supported.

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158	<b>POS G: Interfaces to Other Systems</b>				
159	Refer to the "General" tab of this workbook to view Interface requirements				
160	<b>POS H: Generate Reports &amp; Perform Reconciliation</b>				
161	POS H-1 Ability to query and view receipts by various fields or combination of fields, including, but not limited to:	X			Point & Pay provides a robust tool within its Workbench for retrieving transaction details and receipts.
162	POS H-2 Receipt Number	X			This is fully supported.
163	POS H-3 Receipt Number range (from/to)		X		This function is supported in the full cashiering option. Minor enhancement would be required to support range based searching in the Workbench.
164	POS H-4 Transaction Type - Voided Receipt	X			This is fully supported.
165	POS H-5 Check Number		X		This function is supported in the full cashiering option. Minor enhancement would be required to support searching by check number in the Workbench.
166	POS H-6 Reference Field(s)	X			This is fully supported.
169	POS H-9 Cashier name	X			This is fully supported.
170	POS H-10 Customer Name	X			This is fully supported.
171	POS H-11 Customer Number	X			This is fully supported.
172	POS H-12 Transaction Code or Fee	X			This is fully supported.
173	POS H-13 Receipt Amount	X			This is fully supported.
174	POS H-14 General Ledger Account String	X			This is fully supported.



# Scope of Work Attachment A: Mandatory Requirements

Contract No. 5899650

ID	Interactive Voice Response Requirement	Yes, Meets Without Customization			Proposer's Response
		Yes, Meets, Customization Required	No, Will Not Meet		
INTERACTIVE VOICE RESPONSE (IVR) - Payment Methods: Credit Card, Debit Card (run as credit)					
1	IVR: General				
2	IVR-1	Ability to provide hosted interactive voice response solutions	X		Point & Pay is an expert provider of IVR services. We currently support over 1,000 IVR payment applications on behalf of our clients. We also partner with Selectron to offer fully customizable IVR solutions for the unique needs of agencies extending beyond straightforward payment capture.
3	IVR-2	Ability to use the County-provided toll-free number for payer access	X		This is fully supported.
5	IVR-4	Ability to provide call-flow diagrams which must include standard flow and exception handling	X		This is fully supported. Sample diagrams have been provided in our product documentation.
6	IVR-5	Ability to provide phone tree documentation which must include standard flow and exception handling	X		This is fully supported. Call tree documentation has been provided in our product documentation.
7	IVR-6	Ability to integrate with an existing County IVR system to redirect the public from the existing IVR application to the Contractor's IVR system for electronic payments	X		This is fully supported. Typically, the IVR would simply accept transfers from the ACD or queueing IVR, directed into our dedicated telephone number
8	IVR-7	Ability to provide statistics related to IVR usage sorted by language (e.g. English, Spanish), Payment Type, and Card Type	X		This is fully supported. Authorized County staff will be able to run system reports, including details about system statistics
9	IVR-8	Ability to provide professional voice talent for IVR recordings, minimally in English and Spanish. Cite other languages that your solution supports.	X		This is fully supported. Professionally recorded voice prompts are designed for clarity and maximum usability
10	IVR-9	Ability to allow the County to provide professional voice talent for IVR recordings	X		This is fully supported.
11	IVR A: Set-Up and Configuration				
12	IVR A-1	Ability to direct customers to a customized menu navigable by voice (i.e. to accommodate rotary phone users) or touchtone phone	X		This is fully supported. Voice navigation is supported on our advanced IVR solutions.
14	IVR A-3	Ability to work with the agency to re-configure phone tree script to guide user payment	X		Point & Pay has proposed several different tiers of IVR solutions. In the most basic, specific elements of the script are customizable while the overall flow is relatively fixed. At the more complex end, every element is customizable and the IVR solutions can perform sophisticated account management and informational functions in addition to payment processing.
15	IVR A-4	Ability to support foreign languages, including, but not limited to English, Spanish, Russian, Korean. List the languages that are supported.	X		Point & Pay supports English and Spanish in our packaged IVR products. Additional languages can be added on the advanced/custom options. Virtually any language can be supported.
16	IVR A-5	Ability to configure phone tree with multiple levels of depth to handle complex logic	X		Point & Pay has offered options for full script customization in our advanced IVR options and through our partnership with Selectron.
17	IVR A-6	Ability to allow numeric entry, including:	X		This is fully supported.
18	IVR A-7	Integer values (whole numbers)	X		This is fully supported.
19	IVR A-8	Amount values (e.g. dollars and cents)	X		This is fully supported.
20	IVR A-9	Phone number, including area code	X		This is fully supported.

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21	IVR A-10	Ability to allow character entry (i.e. get first letter, next letter)	X		This is fully supported.
22	IVR A-11	Ability to configure pre-defined range of sequential letters in the alphabet to allow the user to narrow down character entry (i.e. A-C, D-F, G-I, J-L, M-O, P-S, T-V, W-Y, Q-Z)	X		This is fully supported.
23	IVR A-12	Ability to allow date entry (i.e. MM/DD/YYYY, MM/DD)	X		This is fully supported.
24	IVR A-13	Ability to allow time entry (i.e. hours)	X		This is fully supported.
25	IVR A-14	Ability to playback user entry	X		This is fully supported.
26	IVR A-15	Ability to support pre-defined script for first failed attempt	X		This is fully supported.
27	IVR A-16	Ability to support pre-defined script for second failed attempt	X		This is fully supported in the customized IVR option
28	IVR A-17	Ability to support pre-defined script for third failed attempt	X		This is fully supported in the customized IVR option
29	IVR A-18	Ability to support pre-defined script for user entry not found error	X		This is fully supported. Custom prompts can be configured for each failed attempt
30	IVR A-19	Ability to allow user to verify if information correct to continue	X		This is fully supported.
31	IVR A-20	Ability to allow user to change incorrect entries	X		This is fully supported.
32	IVR A-21	Ability to allow user to repeat script	X		This is fully supported.
33	IVR A-22	Ability to support pre-defined script to inform user of service fee, if applicable, and provide explanation of service fee (i.e. percentage of fee paid by the user based on amount, set fee paid by user)	X		This is fully supported and can be configured according to the agency's business rules
34	IVR A-23	Ability to omit the service fee information if the fee is absorbed by the agency and no service fee is associated with the user's transaction	X		This is fully supported and can be configured according to the agency's business rules
35	IVR A-24	Ability to allow user the option to continue the call	X		This is fully supported.
36	IVR A-25	Ability to allow user the option to terminate/end call	X		This is fully supported.
37	IVR A-26	Ability to support the customer to transfer the customer call to a live attendant	X		This is fully supported.
38	IVR A-27	Ability to support a County customer service representative to transfer the customer to an IVR pay-by-phone virtual terminal where the payment will be accepted	X		This is fully supported. CSRs speaking with a customer can transfer the caller to the IVR to make a payment
39	<b>IVR B: Interfaces to Other Systems</b> (agency source system(s), Oracle EBS)				
40		Refer to the "General" tab of this workbook to view Interface requirements			
41	<b>IVR C: Locate customer and account</b>				
42	IVR C-1	Ability to support customer lookup (identifier or name)	X		This is fully supported.
43	IVR C-2	Ability to support account number lookup	X		This is fully supported.
44	IVR C-3	Ability to support payment amount and balance lookup	X		This is fully supported.
45	<b>IVR D: Enter Payment</b>				
46	IVR D-1	Ability to allow customer to select card type (e.g. credit card, debit card)	X		This is fully supported.



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47	IVR D-2 Ability to allow customer to select card brand (e.g. Visa, MasterCard, American Express, Discover, etc.)	X			This is fully supported.
48	IVR D-3 Ability to allow customer to enter a card number, validate user entry, and support the following logic:	X			This is fully supported.
49	IVR D-4 If valid, playback card number	X			This is fully supported.
50	IVR D-5 If invalid, run first failed attempt script and allow user to re-enter card number	X			This is fully supported.
51	IVR D-6 If session timeout occurs, run the final invalid script	X			This is fully supported.
52	IVR D-7 Ability to allow customer to enter card verification information and support the following scenarios to playback appropriate script:	X			This is fully supported. The appropriate script can be configured to play back for the given scenarios
53	IVR D-8 Card Type Not Accepted as credit card	X			This is fully supported.
54	IVR D-9 Card Type Not Accepted as debit card	X			This is fully supported.
55	IVR D-10 Card Type Not Accepted (e.g. ATM card)	X			This is fully supported.
56	IVR D-11 Enter Expiration Date	X			This is fully supported.
57	IVR D-12 Playback payment summary	X			This is fully supported.
58	IVR D-13 Ability to offer flexible security verification as defined by the agency (i.e. require payer to enter zip code associated with the billing address). Cite the security verification options available.	X			Point & Pay offers a variety of options to validate customers. The most common is to require a strict or unique set of values to enable a customer to look up their bill and balance. We can also use secondary values (e.g. zip code) in combination with a bill identifier as a second point of authentication.
59	<b>IVR E: Authorize/Settle Payment</b>				
60	IVR E-1 Ability to run the card authorization process and support the following scenarios to playback the appropriate script:	X			This is fully supported.
61	IVR E-2 Card Good Auth	X			This is fully supported.
62	IVR E-3 Card (1st) Bad Auth	X			This is fully supported.
63	IVR E-4 Card (2nd) Bad Auth	X			This is fully supported.
64	IVR E-5 Communication Failure (possible scripts: due to technical difficulties; call back later; possible actions: terminate call, return to previous step/main menu; redirect user automatically to County customer service representative)	X			This is fully supported. Prompts are available when the IVR is not available due to technical difficulties and the user can be directed to a County CSR
65	IVR E-6 Service Unavailable	X			This is fully supported.
66	IVR E-7 Duplicate Payment	X			This is fully supported.
67	IVR E-8 Verbal Auth Required (unable to process through automated system; terminate call)	X			This is fully supported.
68	IVR E-9 Ability to transmit and receive the authorization transaction	X			This is fully supported.
69	<b>IVR F: Record Transaction</b>				
70	IVR F-1 Ability to provide a confirmation number - unique id to the user to retain for their records	X			This is fully supported.
71	IVR F-2 Ability to record the completion of the IVR transaction and payment confirmation	X			This is fully supported. Authorized County staff can view payment reports with transaction details
72	IVR F-3 Ability to update customer balance information <i>near-real time</i>	X			Point & Pay's IVRs tie into the same data exchange architecture as the rest of the platform. Any integration we build for the rest of the solution can be used by the IVR services.

Scope of Work Attachment B: Optional Requirements

Contract No. 5899650

ID	General Requirements	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
1	<b>PO</b>	<b>Payment Options</b>			
8	PO-7	Ability to support the acceptance of credit and debit cards, including:			
16	PO-15	Other (list):	X		Point & Pay also supports ApplePay, Android Pay, and similar proprietary contactless payment solutions on eligible terminals.
100	<b>INT</b>	<b>Interfaces to Other Systems (agency source systems, Oracle EBS)</b>			
101	INT-1	Ability to provide the capability to electronically transfer County business data to/from the Contractor's system (i.e. for the purpose of data validation prior to the payment authorization process to support required integrations to perform lookup of customer information (i.e. case lookup by case number)). Describe how data will be transmitted (e.g. Web API interface, flat files via secure FTP) and stored for use to support this function.	X		<p>Point &amp; Pay is an expert integrator, having completed over 200 unique data exchange integrations with government accounting systems, customer information systems, and other data repositories. We offer a full menu of packaged integration services, including:</p> <ul style="list-style-type: none"> <li>- API Interfaces (for both data retrieval and posting)</li> <li>- File-in (variety of formats, or custom)</li> <li>- File-out (variety of formats, or custom)</li> <li>- HTTPS Post (for web handoff)</li> <li>- HTTPS Postback (for real-time posting)</li> <li>- Embeddable interfaces (for hosted transaction processing or storing payment devices)</li> <li>- Embeddable scripting</li> </ul> <p>In implementation/project planning, our team will work with the County at large and the individual agencies to determine the best integration strategy for each component</p>
102	INT-2	Ability to integrate with the County's Oracle E-Business Suite (EBS) financial management system in accordance with the interface specifications provided by the County's Business Resource Center:		X	Point & Pay is confident in its ability to exchange data via the Oracle EBS system via APIs. We have packaged architectures for exchanging data with systems of this kind, and we would be writing translation modules to generate/consume the specific message/data formats dictated by the EBS. As discussed in Exhibit 1: SOW, Point & Pay will serve as a consulting resource to the County on how best to structure interaction with this system to enable the desired level of automation while preserving data integrity and control.
103	INT-3	To Oracle EBS General Ledger (GL) to post transaction summary or transaction detail information		X	Point & Pay will utilize the Oracle EBS's API to post transaction information.
104	INT-4	From Oracle EBS GL to receive chart of accounts information		X	Point & Pay will utilize the Oracle EBS's API to request account information.
105	INT-5	From Oracle EBS GL to receive transactions and balances data		X	Point & Pay will utilize the Oracle EBS's API to request transaction and balance information.
106	INT-6	To Oracle EBS Accounts Receivables (AR) to provide the necessary data for generating transactions into Oracle Receivables		X	Point & Pay will utilize the Oracle EBS's API to post data to the AR.
107	INT-7	From Oracle EBS Accounts Receivables to receive receipt data from Oracle EBS		X	Point & Pay will utilize the Oracle EBS's API to request receipt data.
108	<b>RPT</b>	<b>Reporting</b>			<b>Point &amp; Pay Confidential (entire Reporting section)</b>

ID	General Requirements	Yes, Meets Without Customization Yes, Meets, Customization Required No. Will Not Meet			Proposer's Response	
121	RPT-13	Ability to save pre-defined report parameters for future use		X		Point & Pay can include a minor enhancement to the reporting interface to enable this functionality.
143	NF	Non-Functional Requirements				
150	NF-7	Ability to provide payment application Web pages that have the ability to work with current versions of the following Web browsers, including, but not limited to:	X			All of the browsers listed are included in our UAT and QA proceses for the release of web components.
157	NF-14	Other (list):	X			UC Browser, Vivaldi, any other browser supporting HTML 5. Point & Pay generally uses the following rule for browser support: on a quarterly basis, we review analytics.usa.gov and pull the browser statistics. Any browser responsible for more than 1% of the traffic becomes part of our testing suite. We guarantee support for any browser responsible for more than 5% of traffic.
158	NF-15	Ability to provide payment application Web pages that has the ability to work with current versions of the following mobile platforms' Web browsers, including, but not limited to:	X			All of the browsers listed are included in our UAT and QA proceses for the release of mobile responsive web components.
162	NF-19	Other (list):	X			Amazon Silk, Blackberry, any other browser supporting HTML 5. Point & Pay generally uses the following rule for browser support: on a quarterly basis, we review analytics.usa.gov and pull the browser statistics. Any browser responsible for more than 1% of the traffic becomes part of our testing suite. We guarantee support for any browser responsible for more than 5% of traffic.



Scope of Work Attachment B: Optional Requirements  
Contract No. 5899650

ID	Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
WEB/ONLINE					
1	WEB: General (Note: These requirements apply to both vendor-hosted and King County-hosted business applications)				
2	WEB-1 Ability to support the following payment methods for Web/Online transactions:	X			Point & Pay will support King County's web processing payment methods.
8	WEB-7 Near-field Communications (list in comments)	X			Point & Pay supports ApplePay, Android Pay, and the card-branded NFC solutions via its NFC enabled terminal solutions.
9	WEB-8 PayPal		X		Point & Pay is willing to commit to including PayPal as a payment option if required by King County.
10	WEB-9 Other (list):		X		Point & Pay supports many open-loop gift cards and EFT cards. Additional payment methods can be added upon request.
24	WEB A: Set-Up and Configuration				
40	WEB A-17 Ability to save user payment information for recall at a later time for the purposes of initiating a pre-scheduled payment. Describe how your proposed solution will work to support this requirement. Indicate how multi-pay tokens will be used to support card-absent transactions.	X			The Point & Pay application includes a tokenization engine. All transaction requests can be assigned a token, which can be used to represent that payment method in future interactions. Point & Pay's token strategy, which is based on best practices, is to use single-use tokens. This means that each time an application wants to use a stored payment method, it must cycle the token.
41	WEB A-18 Ability to process one-time or recurring, scheduled payments on an ongoing basis at regular intervals upon the Payer's Authorization. Describe how your proposed solution will work to support this requirement. Provide examples of how this can be set up and handled with tokenization so that the payment details are stored by the vendor, but still allow the County to initiate the transaction based on user's preferences. Indicate how multi-pay tokens will be used to support card-absent transactions.	X			Point & Pay fully supports integrated one-time and recurring payment solutions using token strategies. We offer embeddable components for client applications to use in capturing payment methods and generating the initial token. From there, we use a single-use token strategy, as described above. To use a stored payment method multiple times over the course of a recurring schedule, we ask that client applications be prepared to cycle the tokens after each use. This is a best practice, as it limits the scope of activities possible should a token be compromised.
42	WEB A-19 Ability to process recurring payments initiated by a County application using payment information saved at the vendor/processor. Describe how your proposed solution will work to support this requirement. Indicate how multi-pay tokens will be used to support card-absent transactions.	X			Please see our response above.
43	WEB A-20 Ability to store and manage multiple payment types (e.g. debit card, credit card) and/or profiles. Describe how your proposed solution will work to support this requirement. Indicate how multi-pay tokens will be used to support card-absent transactions.	X			Point & Pay's applications are designed to offer customers the ability to store a "wallet" with multiple payment methods. Our token strategy also supports this model for integrated applications, as the embeddable capture pages can be used for as many payment methods as a customer wants to store.
44	WEB B: Interfaces to Other Systems				

ID	Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
45	WEB B-1 Ability to provide an application programming interface (API) that County applications can use to create and manage all aspects of a "shopping cart" (general properties, line item information, customer information, etc.)	X			Point & Pay's API is designed to manage shopping-cart style checkout.
46	WEB B-2 Ability to create custom queries against shopping cart data through a Web API	X			Point & Pay's API supports queries.
48	WEB B-4 Ability to send the County automated status notifications regarding the availability of the vendor payment form and payment processing services.	X			Point & Pay currently monitors the status of critical functions using a System Health Dashboard. We can easily script regular reporting and notifications based on the same services.
49	WEB B-5 Ability to provide an API that the County can use to retrieve single transaction details, including audit history, using a transaction identifier or "shopping cart" identifier	X			Point & Pay's API supports queries for transaction details.
51	WEB B-7 Ability to provide an API which the County can use to create a unique customer identifier to identify a particular user for future transactions. This identifier can be generated as part of an initial payment and returned to the County in the payment details if the generation of the identifier was requested or may be created separately at the request of the user via a County application.) The identifier can be passed as part of a County initiated transaction (recurring or not.)	X			Point & Pay's API supports fields for identifying customers and we store a customer table separate (though related) to transactions, bills, etc. We use this table to consolidate customer activity. Custom fields/attributes can be associated with customer records. Further diligence is required with the County to walk through the use cases for this functionality, but it should be fully supported.
73	<b>WEB C: Display Customer Transaction &amp; Accept Customer Payment</b>				
74	WEB C-1 Ability to maintain the customer's shopping cart information:	X			This is fully supported.
75	WEB C-2 Shopping Cart ID	X			This is fully supported.
76	WEB C-3 Item ID	X			This is fully supported.
77	WEB C-4 Transaction Status	X			This is fully supported.
84	WEB C-11 Ability to provide Address Validation Services (AVS) to verify international addresses. Cite countries supported and provider name of AVS.	X			There are unique considerations for enforcing AVS for international payments. The service is supported by Visa, MasterCard, Discover, and American Express across their full international footprint. In the AVS response codes, separate values are returned when international addresses either don't match, or partially match. This allows for better decisioning, as AVS failure is not as good a risk control for countries outside of where it is highly accurate (generally accepted to be the US, Canada, and the UK).
86	WEB C-13 Ability to provide standardized address entry local to the format of the country of selected by the user to mask the user data entry/input	X			Point & Pay can manipulate the UI dynamically based on the country selected.
91	WEB C-18 Ability to accept the following payment types to support recurring payments:	X			Point & Pay fully supports all of the required payment types for recurring payments.
92	WEB C-19 Credit Card	X			Fully supported
93	WEB C-20 Debit Card	X			Fully supported
96	WEB C-23 Ability to offer to support online electronic payment functionality listed below, including, but not limited to:	X			Point & Pay fully supports all of the required and requested components off-the-shelf. Full descriptions of these services have been provided in our product documentation.

ID	Requirement				Proposer's Response
		Yes, Meets Without Customization	Yes, Meets, Customization Required	No, Will Not Meet	
98	WEB C-25 Future-dated payments	X			Fully supported
99	WEB C-26 Recurring payments	X			Fully supported
100	WEB C-27 Digital wallet	X			Fully supported
112	<b>Bill Presentment</b>				
113	WEB D-6 Ability to render bill electronically at payer's request through the payment portal	X			This is fully supported; Point & Pay offers extensive bill presentment capabilities.
114	WEB D-7 Ability to render bill electronically at payer's request through email notification	X			This is fully supported.
115	WEB D-8 Ability to provide an image of electronic invoice in .pdf format	X			PDF is Point & Pay's standard format for bill image presentment.
116	WEB D-9 Ability to provide the County the flexibility to modify the format of the invoice (i.e. position the scanline to ensure readability to ensure that invoices that are printed and submitted through mail can be processed)	X			This is fully supported; Point & Pay offers full service full layout design and customization. We have worked with clients to optimize their bill layouts for initiatives like driving paperless adoption, etc.
117	WEB D-10 Ability to allow the County to make nightly modifications to the balances file to ensure that customers can view and pay current balances, even if bill id delinquent	X			This is fully supported. Point & Pay prefers to separate the concept of bills and bill balances.



# Scope of Work Attachment B: Optional Requirements

Contract No. 5899650

Contract No. 0000000					
ID	Point of Sale Requirement			Proposer's Response	
<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>					
POINT OF SALE (POS)					
1	POS: General				
7	POS-6	Ability to support POS payments made offline, with limited to no network connectivity. Describe how the transaction auth, settlement, and processing will occur	X		This is fully supported on most terminal models. We also offer cellular terminals or mobile solutions than can help improve the processing experience for agencies with this challenge.
8	POS-7	Offer solutions to support County employees to process payments for card-present and/or card-absent payments using the following methods:	X		Point & Pay fully supports the County's POS requirements.
9	POS-8	Cash (in-person only)	X		Note: This is fully supported on specific solutions (e.g. full cashiering, mobile cashiering, kiosk, etc.)
10	POS-9	Physical Check (in-person and mail order)	X		Note: This is fully supported on specific solutions (e.g. full cashiering, mobile cashiering, kiosk, etc.)
14	POS-13	Near-Field Communications (i.e. ApplePay, SamsungPay, MasterCard Pay, digital wallet)	X		This is fully supported on terminals with NFC radios.
15	POS-14	Intragovernmental Services Charge (requires the user to enter an Oracle E-Business Suite Financial Management System Project-Org-Task-Expenditure Type-Award)		X	Yes, the included option for cashiering with Can/Am's Teller application fully supports this functionality. A real-time interface with EBS specifically for Intragovernment Services Charges would be required to be built. Can/Am has performed this integration in previous project and is confident it can be included in the King County scope.
16	POS-15	Other (list):			Gift cards, EFT cards, and other stored value cards.
20	POS A: Set-Up and Configuration				
31	POS A-11	Ability to allow the agency to configure the header, footer, and body of the receipt to display the following information on a receipt, including, but not limited to:	X		Point & Pay will fully support the County's receipt requirements. Note that some receipt formats and requirements are device specific and that virtual terminal receipt capabilities may be different from terminal options for some requirements.
32	POS A-12	King County name	X		This is fully supported.
33	POS A-13	Images (i.e., King County logo)	X		This is fully supported on many newer terminals. Note that customization would be required to support this on the virtual terminal.
34	POS A-14	Agency name	X		This is fully supported.
40	POS A-20	Customer ID	X		This is fully supported.
41	POS A-21	Customer Name	X		This is fully supported.
45	POS A-25	Sub-transaction code (if applicable)	X		This is fully supported.
77	POS A-57	Ability to validate that the GL account string is valid and set up in the County's Oracle EBS Financial Management system GL module		X	Point & Pay has included a full cashiering solution as part of the services packaged in our response to this RFP. GL coding and code validation are included in the cashiering implementation. We are marking this requirement as "Customization Required" because the cashiering package requires a more significant implementation, licensing, maintenance, and support component than our other off-the-shelf processing solutions.

ID	Point of Sale Requirement	<div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div>			Proposer's Response
78	POS A-58 Ability to set the start and end dates for GL account strings independent of start and end dates on transaction codes		X		Point & Pay has included a full cashiering solution as part of the services packaged in our response to this RFP. GL code start and end dates are included in the cashiering implementation. We are marking this requirement as "Customization Required" because the cashiering package requires a more significant implementation, licensing, maintenance, and support component than our other off-the-shelf processing solutions.
79	POS A-59 Ability to configure a group of sub-transaction codes to be linked to a single transaction code to automatically distribute the transaction amount by percentage of total transaction or by dollar amount specified by the agency across multiple GL account strings.  For example, the Department of Public Health's Medical Examiner's Office, Vital Statistics section issues death certificates. - Transaction Code: PHSKC Death Cert-New First Copy - Item Cost: \$20.00 - Revenue/Fee Split Distribution: \$8.00 (40% to State of WA DIA GL account string: 000001800-0000000-21800-DEP0040-0000000-00000)  \$2.00 (10% to State of WA DOH GL account string: 000001800-0000000-21800-DEP0074-0000000-00000)  \$10.00 (50% to King County PHSKC 000001800-1114004-800022-34670-0000000-00000)		X		Please see above regarding our approach to cashiering software with GL interaction. Please note that Point & Pay can code its pages, Virtual Terminal transactions, and integrated POS transactions in such a way that coding data is statically attached to transactions and posted and recorded. From there, if those codes enable the requested split functions automatically, this is a possible solution. Otherwise, we believe a dedicated cashiering solution, for which we have included options in our proposal, is the appropriate technology solution for these functions.
85	<b>POS B: Enter Customer Transaction</b>				
92	POS B-7 Ability to scan bar codes to gather account information to update other County systems		X		Point & Pay supports barcode scanning in our packaged cashiering solution and in the PayAnywhere Storefront line of mobile cashiering products. Enhancements would be required to support scanning for other payments products.
93	POS B-8 Ability to enter discount codes to reduce the transaction amount and recalculate total amount due		X		Point & Pay supports discounts in its PayAnywhere line of mobile cashiering products. Support for discounting in other product lines will require customization.
94	<b>Cash and Check Payments (Physical Checks, Electronic Checks,</b>				
95	POS B-9 Ability to automatically trigger the drawer to open to receipt cash/check transactions upon completion of the receipt being generated		X		Cash drawer automation is available in our packaged cashiering solution and in the PayAnywhere Storefront line of mobile cashiering products. Enhancements would be required to support this for other payments products.
96	POS B-10 Ability to maintain and audit trail to track drawer (open/close) activities		X		See above.
115	<b>POS E: Record Transaction</b>				
118	RT-3 Ability to update customer balance information	X			This is fully supported.
120	RT-5 Ability to record the POS payment transactions at a summary or detail level back to the County's Oracle EBS financial management system	X			This is fully supported.

ID	Point of Sale Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
121	POS F: Generate Receipt				
123	POS F-2	Ability to display the following information on the receipt, including, but not limited to:	X		Point & Pay will fully support the County's receipt requirements. Note that some receipt formats and requirements are device specific and that virtual terminal receipt capabilities may differ from terminal options for some requirements.
124	POS F-3	King County name	X		This is fully supported.
125	POS F-4	King County logo		X	This is fully supported on many newer terminals. Note that customization would be required to support this on the virtual terminal.
126	POS F-5	Agency name	X		This is fully supported.
135	POS F-14	Sub-transaction code (if applicable)	X		This is fully supported.
145	POS F-24	Ability to print a receipt to file (e.g. .pdf)	X		This is fully supported.
148	POS F-27	Ability to add comments to document the reason for the void	X		This is fully supported.
160	POS H: Generate Reports & Perform Reconciliation				
161	POS H-1	Ability to query and view receipts by various fields or combination of fields, including, but not limited to:	X		Point & Pay provides a robust tool within its Workbench for retrieving transaction details and receipts.
167	POS H-7	Interfaced Date to Agency Source System	X		This is fully supported.
168	POS H-8	Interfaced Date to Oracle EBS	X		This is fully supported.



# Scope of Work Attachment B: Optional Requirements

Contract No. 5899650

ID	Interactive Voice Response Requirement	Yes, Meets Without Customization Yes, Meets, Customization Required No, Will Not Meet			Proposer's Response
INTERACTIVE VOICE RESPONSE (IVR) - Payment Methods: Credit Card, Debit Card (run as credit)					
1	IVR: General				
4	IVR-3	Ability to provide a toll-free number for payer access to the County which can be retained by the County even if the contract terminates	X		This is fully supported.
11	IVR A: Set-Up and Configuration				
13	IVR A-2	Ability to allow agency to configure a preamble (introduction script)	X		This is fully supported. King County will have the option to configure and record a custom greeting.
69	IVR F: Record Transaction				
73	IVR F-4	Ability to record the IVR payment transactions at a summary or detail level back to the County's Oracle EBS financial management system	X		Point & Pay's IVRs tie into the same data exchange architecture as the rest of the platform. Any integration we build for the rest of the solution can be used by the IVR services.
74	IVR G: Generate Reports & Perform Reconciliation (refer to "General")				
75	IVR-G-1	Ability to provide call progress analysis to listen for tones being returned by the network to indicate what is happening during a call to determine the results of an outbound call is)		X	Each step in an IVR workflow generates an interaction with the middle-tier handlers that manage the call flow. They are also logged in the database. In this way, data can be used as soon as it is recorded, which is while the call is taking place. Some customization would be required to make this data available to the County in a useful way.
76	IVR-G-2	Ability to provide IVR reports to track and analyze call receiver performance, including, but not limited to:	X		Point & Pay logs and records all of our IVR interactions, which are then reportable to the County. In addition to the requested items, we track dropped calls, the point in the process where the calls drop, and other useful stats that can be used to determine the effectiveness of IVR scripts.
77	IVR-G-3	Talk time	X		This is fully supported.
78	IVR-G-4	Hold time	X		This is fully supported.
79	IVR-G-5	After call work	X		Point & Pay logs and tracks the actions taken to process and post payments after the call is completed.
80	EXTENSIBILITY				
81	EX-1	Ability to deliver payment confirmation to customer via email		X	This is possible, but oftentimes difficult and not recommended. Alpha-numeric entry, especially those involving special characters (e.g. "@", "." etc.) continues to be one of the most difficult and time consuming functions to accomplish on an IVR.
82	EX-2	Ability to deliver payment confirmation to customer via SMS text message		X	SMS notification is currently in development and we are comfortable delivering the functionality for this contract.
83	EX-3	Ability to set up and configure a hunt group to organize several call lines so that calls are routed to a free line where several people perform the same job and can field the call	X		This is standard operational procedure for our call center.
84	EX-4	Ability to offer predictive dialing capabilities (i.e. automated system that makes outbound calls that when a call is answered, it transfers the call to a County customer service representative)		X	This option can be configured on a customized basis. We also offer dial-out from live operators at cost competitive rates to the automated service.

ID	Interactive Voice Response Requirement	<div> <div>Yes, Meets Without Customization</div> <div>Yes, Meets, Customization Required</div> <div>No, Will Not Meet</div> </div>			Proposer's Response
85	EX-5	Ability to allow the customer to select an option to receive a call back to avoid wait times	X		This feature is in place and currently operating at our call center.
86	EX-6	Ability to generate calls to customers for collection or payment reminders based on account data provided by the County accounting or billing systems		X	This option can be configured on a customized basis. With the outbound channel enabled, the IVR can generate payment reminders based on account data
87	EX-7	Ability to set up and configure skills-based routing to send calls to County customer service representative based on their ability to assist the customer		X	This option can be configured on a customized basis. The County can configure transfer destinations based on where the caller is in the IVR
88	EX-8	Ability to support appointment scheduling		X	This option can be configured on a customized basis.
89	EX-9	Ability to activate new accounts		X	This option can be configured on a customized basis.
90	EX-10	Ability to send appointment reminders		X	This option can be configured on a customized basis.
91	EX-11	Ability to send emergency notifications		X	This option can be configured on a customized basis.
92	EX-12	Ability to support surveys		X	This option can be configured on a customized basis.
93	EX-13	Ability to document that an outbound IVR call was made to a specific customer to record that event as part of the customer record in the agency source system		X	This option can be configured on a customized basis. The outbound channel includes reports that detail events such as time of calls, type of outbound message, call result (answered, voice mail, operator), etc
94	EX-14	Ability to allow the customer to leave a voice mail message to be re-directed to the correct business area	X		This feature is in place and currently operating at our call center.
95	EX-15	Ability to allow enter contact information (e.g. telephone call back number) into a County Web application (hosted by a vendor, or the County) to trigger an outbound IVR call to the customer to make payment		X	This option can be configured on a customized basis.
96	EX-16	Ability to offer operator intercept capabilities (i.e. when invalid numbers are dialed, or an error condition occurs (unrecognizable speech), an operator intercept may occur to playback a message explaining the problem.		X	This option can be configured on a customized basis. The call flow can be tailored to include a number of user experience prompts such as those that inform a user why specific actions are resulting in a failure.
97	EX-17	Ability to integrate with the County's Microsoft Dynamics Constituent Relationship Management (CRM) System		X	This option can be configured on a customized basis.
98	EX-18	Ability to support eCheck payment methods	X		This is fully supported.
99	EX-19	Ability to provide call progress analysis and monitoring to listen for tones being returned by the network to indicate what is happening during a call to determine the results of an outbound call is to show the disconnects and connects		X	This option can be configured on a customized basis. Outbound reporting includes error codes for operator intercepts, connecting with a fax machine, or hitting a voice mail as a result of the call.

**EXHIBIT 2**  
**PRICE**  
**Contract No. 5899650**

The Contractor will be paid for the implementation of systems, equipment and services agreed to under this Contract by electronic payment transaction fees generated under the SERVICE FEE FUNDED MODEL or AGENCY-ABSORBED FUNDED MODEL, as described below. Each Agency will decide on which fee model to employ.

Other costs may be incurred for highly customized or other more complex systems and services as described below in "Other Pricing."

Any fee not identified in this Exhibit will not be allowed during the Contract term, and therefore will not be paid, unless agreed to in advance by the County in writing and captured in a Contract Amendment.

**SERVICE FEE FUNDED MODEL**

For this Service Fee funded model, charges are rolled into a composite rate including interchange, assessment and processor fees.

Credit accepted include American Express, Discover, MasterCard, Visa Credit, and other card networks as agreed upon.

Debit accepted include Visa Personal Signature Debit and Star, NYCE, and other systems as agreed upon.

Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

**Tax Application Service Fees**

The County's customers will be able to make payments via the Internet, IVR, or Point-of-Sale using their credit/debit cards, and/or checking account(s) for the payment of taxes at the following rates.

<b>Tax Applications</b>	<b>Rate</b>
Credit Accepted	2.35%, \$2.00 minimum
Debit Accepted <sup>1</sup>	\$3.50

<sup>1</sup> Visa Tax Debit Program

**Non-Tax Application Service Fees**

Non-tax application service fees that qualify under the Visa Government and Higher Education Program are governed by the following rates:

<b>Non-Tax Applications</b>	<b>Rate per transaction</b>
Non-court related Credit and Debit <sup>2</sup>	2.35%, \$2.00 minimum
Court-related Credit and Debit <sup>2</sup>	See tables below

<sup>2</sup> Includes PIN and PINless debit transactions.

For Court-related debit and credit transactions, a fixed or variable service fee will be set based on channel as follows:

Initial rates for District Court transactions:

Channel	Rate
Web: DCor application only	\$1.49
Web: applications other than DCor	\$4.99
IVR	\$4.99

District Court's POS transactions are covered under agency-absorbed funded model below.

Initial rates for Department of Judicial Administration transactions:

Channel	Rate
Web	\$2.49
POS	\$1.49 for amounts up to and including \$60. 2.49% for amounts over \$60.

The fees for District Court and Department of Judicial Administration, respectively, will remain fixed for one year from the first production use of any of that court's applications (hereinafter "Initial Period") for all payment amounts for the court's payment applications. Ninety (90) days prior to the end of the Initial Period and subsequent annual periods, the average payment amount will be reviewed and adjusted if the average payment falls into a different pricing category according to the table below. The prior year's data, or in the case of the Initial Period, the prior three (3) quarters' data, will be used for the calculation of the pricing category. Contractor shall notify the County of any changes in the fees as soon as possible but no later than 60 days before the start of the next annual period.

Court Applications				
Average Payment Amount	WEB Service Fee (Standalone)	IVR Service Fee (Standalone)	POS Service Fee (Standalone)	WEB/IVR/POS Service Fee
\$0.00 - \$59.99	\$1.49	\$1.99	\$1.49	\$1.99
\$60.00 - \$79.99	\$1.99	\$2.49	\$1.99	\$2.49
\$80.00 - \$99.99	\$2.49	\$2.99	\$2.49	\$2.99
\$100.00 - \$119.99	\$2.99	\$3.49	2.49%	\$3.49
\$120.00 - \$139.99	\$3.49	\$3.99	2.49%	\$3.99
\$140.00 - \$159.99	\$3.99	\$4.49	2.49%	\$4.49
\$160.00 - \$179.99	\$4.49	\$4.99	2.49%	\$4.99
\$180.00 - \$199.99	\$4.99	\$5.49	2.49%	\$5.49
\$200.00 - \$219.99	\$5.49	\$5.99	2.49%	\$5.99
\$220.00 - \$239.99	\$5.99	\$6.49	2.49%	\$6.49

#### **\$240.00+ Formula for Convenience Fees**

For average payment amounts greater than \$240.00, the convenience fee will be

set at 2.49% of each transaction with a minimum of \$1.49.

### ACH/eCheck Service Fees

Electronic Check or ACH processing are governed by the following rates:

Applications	Rate
WEB	\$1.00
POS	\$1.00
IVR	\$1.00

### AGENCY-ABSORBED FUNDED MODEL

The Agency-absorbed Funded Model is governed by the following rates. In this model interchange and assessment costs are passed directly to each Agency. The Contractor also charges a fee for each transaction. Total transaction costs therefore include a combined Interchange Pass-Through rate (IPT) and a Contractor per transaction charge (IPT + per transaction charge).

Applications	Rate
WEB	IPT + \$0.08
POS	IPT + \$0.08
IVR	IPT + \$0.08

Current IPT Program rate tables will be provided to the County prior to Contract signing and at least thirty (30) Days in advance if a rate change(s) occur. King County must agree in writing to any Contractor per transaction fee changes, which shall be captured in a Contract Amendment.

### OTHER PRICING

#### Ancillary Services

For the duration of the Contract (seven (7) years with provisions for annual extensions for a total 10-year period), the following Ancillary Services will be charged at the specified rates to Agencies. Rates will only be charged if approved by the County, in writing, prior to the Services being delivered.

Ancillary Services	Rate	Frequency
King County Annual Review and Electronic Payment Trends and Practices Report	No cost	Per Event
Reporting and Statement Fee	No cost	Per application per month
Voice Authorizations	No cost	Per Event
Application Training—remote	No cost	Per Session
Application training—onsite <sup>3</sup>	\$2500	Per Day
Collateral Marketing—design	No cost	Per Campaign
Collateral Marketing—printing and distribution	No cost	Per Campaign
Chargebacks and Adjustments	No cost	Per Event
Returned Check item fee	No cost	Per Occurrence
Chargeback Insurance rate <sup>4</sup> (Optional)	2.00%	Per Transaction (additive to Service Fee)

<sup>3</sup> For every on-site installation of Services, training will be cost free. However, there may be circumstances where a special convening for training is requested e.g. an Agency desires refresher training for applications. Cost includes travel and lodging.



<sup>4</sup> Chargeback Insurance is designed to provide a pool of funds from which chargeback fees and lost principle amounts may be drawn against if the original funds paid to the client are no longer available. The management of the Chargeback process and the working of returns reside in Contractor's control. For Agencies using chargeback insurance, this rate will be reviewed annually and, based on chargeback experience, adjusted within 30 days. Any change must be agreed to in advance in writing by the County and captured in a Contract Amendment.

## Hosted Application and Custom Development Services

For the duration of the Contract (seven (7) years with provisions for annual extensions for a total 10-year period), the following rates will be charged to county Agencies for Hosted Application and Custom Development Service for each instance so long as Contractor provides a fixed price quote based on the hourly rates described below. Rates will only be charged if approved in writing by the County, which shall then be captured in a Contract Amendment before such customizations are performed.

Products & Services Description	Rate	Frequency
Professional Services/Resource Rate		
<ul style="list-style-type: none"> <li>Project Management</li> <li>IT Developer</li> <li>QA Analyst</li> <li>Integration Engineer</li> </ul>	\$80 \$60 \$40 \$40	Per Hour
New application setup	Waived	Per Application at Setup
API Development	Waived	Per Application per Hour
WEB Development	Waived	Per Application
IVR Development (Contractor Standard IVR service)	Waived	Per Application
<b>OPTIONAL services:</b>		
Custom Application Service Provider Fee	\$80	Per Hour
IVR Development (Contractor Premium IVR service)	\$25,000	Per Year
IVR Voice Talent Recording	Waived	Per Recording Event
Oracle EBS Financial Management System Integration	No cost  NOTE: the County may incur costs from Oracle	Per Event
Hosting and Maintenance (Custom Only):		
1. Unique/Segregated Reporting Database	\$35,000	One time
<ul style="list-style-type: none"> <li>- Allows for ad hoc reporting</li> <li>- Accessible by SQL Reporting Services, Crystal Reports, etc.</li> <li>- Annual hosting &amp; Maintenance</li> </ul>	\$6,000	Annual
2. Unique Application Instance	\$50,000	One time
<ul style="list-style-type: none"> <li>- Full segregation of King County Functions</li> <li>- Annual hosting &amp; Maintenance</li> </ul>	\$150,000	Annual
Other (list):		



**Terminals and Equipment Fees** – Purchase rates for duration of Contract (seven (7) years with provisions for annual extensions for a total 10-year period).

Terminals and Equipment	Purchase Rate	Frequency
List equipment:		
Verifone VX 520 <sup>4</sup>	No cost	Per item
Verifone MX 915	No cost	Per item
Idtech mag strip reader	No cost	Per item
First Data 130	No cost	Per item
Other devices (list):		
Pay Anywhere mobile swipe devices	No cost	Per item
Mobile Services fees	No cost	Per usage
Kiosk <sup>5</sup>	\$1,500-\$20,000+	Per item
Others (list):		
Shipping	No cost	Per Event
Deployment/encryption	No cost	Per Event
Cables	No cost	Per Event
Supplies	No cost	Per Event
Other (list):		

<sup>4</sup> The fee structure also covers any change or addition to the existing line-up of point of sale terminals and devices in the future.

<sup>5</sup> Contractor sources kiosks through several partner vendors. Kiosk pricing depends on specific usage for example, indoors or outdoors, etc. and will be determined and agreed upon prior to installation.

## ADJUSTMENT TO FEE RATES

Fees related to equipment and to Credit Card, Debit Card, eCheck and other forms of electronic transaction processing, other than those passed through the Agencies from the Associations and third parties, will not increase during the term of this Contract. Should circumstances require the Contractor to request an adjustment to fee rates, upon the County's agreement to a fee change, the Contractor must give the County at least thirty (30) days' advanced notice prior to any change to such fees, and if agreeable such changes will be captured in a Contract Amendment.

## EXHIBIT 3: PERFORMANCE REQUIREMENT / SERVICE LEVEL AGREEMENT

Contract No. 5899650

### I. SERVICES AVAILABILITY

Subject to the terms of the Contract, the Contractor's Systems and Services will be available for SaaS, Storage, and Network Services by Contractor 99.99% of the time, 24x7x365 ("**Contractor's Systems and Services Availability**"). Contractor will monitor the Contractor's Systems and Services three hundred sixty-five (365) days per year, seven (7) days per week and twenty-four (24) hours per day and shall take actions as noted herein to address service issues. The Contractor's Systems and Services Availability percentage will be measured on a monthly basis according to the following formula: (i) the sum of (1) number of minutes in the month less (2) the total number of minutes of system downtime in the month, (ii) divided by the number of minutes in the month.

**Scheduled Downtime.** Contractor shall provide at least seven (7) day advance notice to the County of any anticipated Scheduled Downtime Periods for routine system maintenance to the Contractor's Systems and Services. "Scheduled Downtime" means any scheduled Contractor's Systems and Services unavailability as communicated to the County, which may include without limitation scheduled maintenance, upgrades of hardware or software, or upgrades to increase storage capacity. Scheduled Downtime is not included in the calculation of availability of the Contractor's Systems and Services described above. Scheduled downtime should not occur during business hours, as defined by each agency to meet its business needs. Business hours will generally refer to Monday – Saturday, 6:00 a.m.- 6:00 p.m. Pacific Standard Time (PST), unless otherwise specified by the agency to support agencies that are 24/7/365 operations.

**Outage.** An Outage is defined as a period of time during which the Contractor's Systems and Services fail to provide or perform their primary function to all or a large group of users, including being not available to King County, or they have been affected by a non-recoverable error, or the response time is so slow that it is not practical for the Contractor's Systems and Services to be used. An Outage could also mean that Contractor's Systems and Services contracted for between the Contractor and King County are unavailable or not performing within acceptable performance thresholds as determined by the County.

The maximum duration of Outages should not exceed five (5) minutes per calendar month.

An Outage is considered resolved at the time that Contractor has finished investigating the problem and the County has provided written acceptance that the Contractor's Systems and Services are operational again.

**Outage Credit.** Failure to meet this objective shall make the County eligible for a service credit to be paid to the County as specified in Section IX Credit below. The length of the Outage is determined and calculated on a per-occurrence basis, commencing upon the Contractor's initial awareness of an Outage and ending when the Contractor's System and

Service has been restored as deemed by the County.

A cumulative Outage of five (5) minutes or less in a calendar month will not result in any liability to the Contractor. For every minute of Contractor's Systems and Services Outage beyond five (5) minutes of cumulative time in any calendar month, the County will receive from the Contractor a credit in the amount of \$10.00 per minute.

## **II. PROCESS FOR REPORTING AN OUTAGE**

Contractor shall notify the County that an Outage has occurred as soon as Contractor detects an Outage through its automated monitoring systems or other means, but no later than two (2) business days from the first day of the Outage.

When the County believes that an Outage has occurred, County will make reasonable efforts to open a service request reporting such Outage to Contractor no later than the next business day after the County becomes aware that an Outage occurred, and the County will report the nature and time of the believed Outage to Contractor.

For the avoidance of any doubt, the County will be able to report its belief that an Outage may have occurred to Contractor twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year via the Contractor contacts specified in the Contractor's Escalation Contact Information below.

## **III. BEGINNING OF MEASUREMENT**

The Parties will begin to measure Contractor's Systems and Services Availability upon "**County Use**" of the Contractor's Systems and Services as deemed by the County. County Use will be defined as the general availability of the Contractor's Systems and Services to the County.

## **IV. ASSIGNMENT OF SEVERITY LEVEL AND RESOLUTION PROCESS**

For purposes of this Exhibit 3, "**Severity Level**" will be defined as the service impact category assigned by the County to any significant loss of SaaS Services capability ("**Incident**") that is not within allowed maintenance window, Exclusions or Disclaimed Problems or is outside of County's Span of Control. Severity Levels shall be determined by the County and will be categorized from Severity Level 1 through Severity Level 4. The Parties will follow the procedures set forth below for Severity Level 1 through Severity Level 4 Incidents:

- a. County contacts Contractor using means of communication designated by Contractor;
- b. Contractor engages County in first level support response, requesting a status and information concerning the Incident;
- c. A support ticket is originated based on the initial Severity Level assessment– a ticket number is given to County contact;

- d. Preliminary troubleshooting and resolution are handled by a Contractor service specialist;
- e. Contractor applications analyst or applicable operations personnel are contacted (if necessary);
- f. If immediate resolution is not available, County contact is given a call back time;
- g. If the Incident is a direct application issue, the Incident is escalated to Contractor's Application Engineering team; and
- h. Calls are returned to County within guidelines specified in table below, including updates as to current status.

Listed below are the Severity Levels and corresponding guidelines for the Contractor's Systems and Services.

Severity Level	Guidelines for Incident Levels	Resolution Time	Follow-Up With County
<b>Severity Level 1</b>	<p>County will be deemed to have experienced a Severity Level 1 Incident if County experiences the following conditions caused by items within Contractor's span of control:</p> <p>An unplanned fifty percent (50%) to complete loss of SaaS Services capability attributable to the Contractor's Systems and Services.</p> <p>An Incident will begin either when the loss of capability for the Contractor's Systems and Services begins or when the situation becomes known to Contractor or is either automatically or manually reported to Contractor, whichever occurs earlier, and will continue until such time as the Contractor's Systems and Services are restored as determined by the County.</p>	Two (2) hours	Contractor will contact the County within fifteen (15) minutes of notification of a Severity Level 1 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within five (5) days of resolution.
<b>Severity Level 2</b>	<p>County will be deemed to have experienced a Severity Level 2 Incident if County experiences the following conditions caused by items within Contractor's span of control:</p> <ul style="list-style-type: none"> <li>An unplanned Incident causing a twenty-five percent (25%) to fifty percent (50%) loss of SaaS Services by the Contractor's</li> </ul>	Six (6) hours	Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 2 Incident by County. Thereafter, updates will be provided promptly, but no later than three (3) business days after new information

Severity Level	Guidelines for Incident Levels	Resolution Time	Follow-Up With County
	<p>Systems and Services; or</p> <ul style="list-style-type: none"> <li>Recent modifications to the system cause the Contractor's Systems and Services to operate in a way that is materially different from those described in the either the Contract or in the Documentation.</li> </ul>		<p>about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within six (6) days of resolution.</p>
<b>Severity Level 3</b>	<p>County will be deemed to have experienced a Severity Level 3 Incident if County experiences the following conditions due to items within Contractor's Span of Control:</p> <ul style="list-style-type: none"> <li>An unplanned incident causing up to a twenty-five percent (25%) loss of SaaS Services by the Contractor's Systems and Services; or</li> <li>Recent modifications to the system cause the Contractor's Systems and Services to operate in a way that is materially different from those described in the Contract or in the Documentation for non-essential features.</li> </ul>	Twenty-four (24) hours	<p>Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 3 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within seven (7) days of resolution.</p>
<b>Severity Level 4</b>	<p>Severity Level 4 Incidents are issues that do not affect the operation of the Contractor's Systems and Services and are comprised of "informational" messages (e.g. scheduled maintenance).</p>	One-hundred twenty hours (120)	<p>For Severity Level 4 Incidents, Contractor will use commercially reasonable efforts to make first contact with County seventy-two (72) hours prior to maintenance. Activity will be followed by a post-mortem report detailing the accomplishments.</p>

## V. EXCLUSIONS

Contractor's support obligations pursuant to this Exhibit 3 do not include training for County in the use, management or administration of the Contractor's Systems and Services, the client implementation or any other products or services or management of County's day-to-day operational issues such as: (i) software and system configuration, (ii) monitoring and

maintaining its hardware, network and third party software; and (iii) performing necessary backups.

In addition, Contractor shall not be obligated to fix any problem with the Contractor's Systems and Services under any of the following circumstances:

- a. County has used the Contractor's Systems and Services other than for the purposes allowed in this Contract;
- b. County has altered, damaged or modified the Contractor's Systems and Services or incorporated it into other software, in a manner not approved by Contractor; or
- c. The problem was caused by County's or a third party's software or equipment other than as specified in this Contract or the Documentation.

The Parties may enter into a Contract Amendment authorizing Contractor to provide additional services at an agreed upon price.

## **VI. DISCLAIMED PROBLEMS**

"Disclaimed Problems" shall mean any Service interruptions, degradation or problems that are the result of:

- a. Scheduled service maintenance, updating, alteration, or implementation of which County has been provided seven (7) calendar days of advance notification and has been approved by the County;
- b. The failure of power or equipment at the premises of County or End User;



## VII. ESCALATION CONTACT INFORMATION

County acknowledges and agrees that the 1<sup>st</sup> Level Escalation is always the first point of contact for reporting Incidents. The Contractor staff answering that line will escalate issues internally as appropriate.

### Severity 3+ Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
<b>1<sup>st</sup> escalation contact:</b> Mark Ruis	<b>Phone:</b> 503-860-5015 <b>Email:</b> mruis@pointandpay.com
<b>2<sup>nd</sup> escalation contact:</b> Frank Coleman	<b>Phone:</b> 727-433-3522 <b>Email:</b> fcoleman@pointandpay.com
<b>3<sup>rd</sup> escalation contact:</b> Frank Pollock	<b>Phone:</b> 888-891-6064 x5747 <b>Mobile:</b> 203-619-4918 <b>Email:</b> fpollock@pointandpay.com

### Severity 1, 2 Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
<b>1<sup>st</sup> escalation contact:</b> Mark Ruis	<b>Phone:</b> 503-860-5015 <b>Email:</b> mruis@pointandpay.com
<b>2<sup>nd</sup> escalation contact:</b> Frank Coleman	<b>Phone:</b> 727-433-3522 <b>Email:</b> fcoleman@pointandpay.com
<b>3<sup>rd</sup> escalation contact:</b> Frank Pollock	<b>Phone:</b> 888-891-6064 x5747 <b>Email:</b> fpollock@pointandpay.com

## VIII. CREDIT

During the Term of the Contract, Contractor shall provide the following:

- Reporting Process.** County may inform Contractor in writing or by email within thirty (30) business days of the time it first believes that it is eligible to receive the credits set forth below; however it is not required to request the credit. If a dispute arises, County shall make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.
- Remedy.** The County shall be entitled to receive payment from the Contractor of a service credit according to the process described above in Section I Services Availability. Payment shall be due within thirty (30) Days of the end of the month when Outages exceeded the allowable service level.



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2017

DATE (MM/DD/YYYY)

12/21/2016

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

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

**PRODUCER** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** American Guarantee and Liab. Ins. Co.

26247

**INSURER B:** Indian Harbor Insurance Company

36940

**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

**INSURED**  
1376420 POINT AND PAY  
250 STEPHENSON HWY  
TROY MI 48083

**COVERAGES****CERTIFICATE NUMBER:** 14430863**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL 1M/2M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	CPO5781666-03	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CPO5781666-03	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	N	N	AUC5781633-03	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5781668-03	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	ERRORS AND OMISSIONS	N	N	MTP-903-0598-03	12/31/2016	12/31/2017	LIMIT OF LIABILITY: \$10,000,000

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

King County, WA is an additional insured with respect to the general liability and auto coverage, only as required by contract, subject to the terms and conditions of the policy.

**CERTIFICATE HOLDER**

14430863  
King County, WA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Business Continuity and Incident Management Plan**

Creation Date: 10-23-2012  
Last Updated: 1-14-2016  
Version: 1.4

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## Plan Maintenance History

Version	Author	Date	Notes
1.0	IMT Members	10-31-2012	Initial Version
1.1	IMT Members	1-23-2013	Updates derived from annual review
1.2	Frank Pollock	1-14-2014	Adaptation of plan to P&P specific functions
1.3	Ryan Pieszak	1-9-2015	Updates derived from annual review
1.4	Ryan Pieszak	2-1-2016	Updates derived from annual review

## Executive Attestation

I certify that I have reviewed and approved the Disaster Recovery/Business Continuity Plan, Pandemic Plan, Test Results, and Training Programs.

Date: 2/1/16

Executive Frank Pollock (digital signature)



## Exercises

Activity	Date	Participants	Comments
Test Plan	10-31-2012	IMT Members	Initial Plan Test date
Annual Review and Table Top Exercise	1-23-2013	IMT Members	Revised IMT Member roles and added more robust definition content to the Incident Management Plan section of the document
Plan Review Exercise	6-4-2015	IMT Members	Reviewed plan in response to simulated incident
Plan Review Exercise	6-7-2015	IMT Members	Reviewed plan in response to simulated incident

## Business Impact Analysis

The purpose of the business impact analysis (BIA) is to identify which business units/departments and processes are essential to the survival of the business.

The BIA will identify how quickly essential business units and/or processes have to return to full operation following an Incident situation. The BIA will also identify the resources required to resume business operations.

- Primary System Requirements –systems that must be available to perform the business process
- Secondary System Requirements – systems that assist in performing the business process, but the business process can still be performed if the system is unavailable
- Maximum Tolerable Downtime (MTD)- maximum length of time a business function can be discontinued without causing irreparable harm to the business
- Business Process Interdependencies- Impact to operation and any other business processes that are needed to perform the function (as an example: the Accounting department may need the mailroom to be open to receive their mail. The Business process interdependency for Accounting would be the receiving and delivering of mail by corporate services)
- Manual Work Around - an alternative method of working following a loss of IT systems

## Risk Management

Process:	Criticality ( 1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Transaction Authorization	5	Ryan Pieszak	Stephen Babon	Global Payments, EPX, Velocity Payment Systems	20 minutes	Payments across all channels. Refunds/Voids.	Switch to stand-in authorization
Transactional Risk Management	5	Global FMS	VPN Access to Global FMS	Global Payments	3 Hours	In the event of a total loss of Alaric Fractils, Global FMS can be used to assess the risk on transactions and merchants originating through Global Payments	Global Merchant Accounting System (WestLake) can be used to suspend all settlement or individual high risk merchants until the other systems become available.
Processor-based Settlement and Confirmation	4	Ryan/Stephen	Processor NOCs	Global Payments, EPX, Velocity Payment Systems	2 days	In the event of loss of confirmation processes, P&P can assemble virtual batches and self-settle	Coordinate manual function with PNP/NAB accounting
Internal Settlement and Client Funding	4	NAB Finance – Adam Morozowski	Ryan, Stephen, TeNeice	BMO Harris, Great Plains	1 day	In the event of internals settlement tools being inoperable, settlement can be driven directly through the bank via file or template.	Coordinate PNP tech, PNP/NAB finance, and bank representatives
Web interface hosting	5	Pradeep Jadhav	Stephen Babon	DataPipe, AWS	3 hours	Loss of ability to host and manage transactions via web interfaces	Deploy error messaging solutions. In the case of extended downtime, route to backup hosting facilities
POS Connectivity	5	Barry Wong	Ryan Pieszak	Global Payments, Velocity, EPX, NAB	3 hours	Loss of the ability to connect terminals and process transactions originating from terminals	Deploy alternative authorization tools – virtual terminals, websites, etc.
IVR Connectivity	5	Ryan Pieszak	Stephen Babon	NAB IT, i3, Genesys	3 hours	Loss of the ability to receive calls or host IVR services	Deploy error messaging and reroute calls to call center in the event of an extended outage.
API/Integration Components	5	Ryan Pieszak	Stephen Babon	Datapipe, AWS, Velocity	3 hours	Loss of the ability to receive transactions from	Route traffic to alternate API host in the case of an

						external sources	extended outage
Email Messaging	4	PNP/NAB NOC	Google NOC	Google	4 Hours	Loss of the ability to send and receive emails and communicate with customers	Use other means of communication such as telephone or cell phone
Telecommunication	5	NAB NOC	Stephen Babon	I3, XO, Verizon, Spectrum	30 minutes	No ability to call customers or receive calls	Resort to backup telecom system at XO or cell phone communications with customers
Internet Access	4	NAB NOC	Stephen Babon	Verizon, Spectrum	4 hours	Inability to utilize outside research sources	Switch to backup provider. If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.

## Customer Support

Process:	Criticality (1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Telephone System Support	5	I3 Interactive Phone Systems and Client	Failover to secondary phone system	I3 Communications and PNP/NAB IT	30 minutes	Ability to support all customer needs	If the 250 building is completely down we would need to drive down to the co-lo facility (XO) to log into the secondary phone server and manually switch that to the Primary. Since 250 Stephenson is down and there is no one to route calls to, currently we change the schedules to after hours and calls are sent to each department's after hours call flow. Tech Support calls are routed externally and all other calls go to voice mail. While the mail server is down, the voice mail will queue up on the phone server until the connection is re-established. The schedule change would also need to be changed on the server at the co-lo. Both Global Payments and FDC must be notified in the event of primary phone system failure and redirection of support calls.
Terminal Management Systems	3	VeriCenter (VeriFone), TermMaster(Hypercom), Nurit Control Center(Lipman)	No failover or secondary systems	NAB IT and/or Terminal Manufacturer support	5 hours	Ability to make modifications to customer credit card terminal applications as necessary to support	No manual work around exists, customers will be contacted as soon as the respective terminal management system becomes available

Authorizations through Global Transport	5	Global Transport Internet payment interface	Voice authorizations	Global Payments	30 minutes	Ability for all customers utilizing PayAnywhere, Phoneswipe or other software directly integrated into this interface	Utilization of voice authorization services or IVR authorization at a significantly higher cost to process transactions. Store and Forward conditions may be utilized in mobile payment applications with no guarantee of authorization upon return of service.
Global Payments East authorizations	5	Global Payments East System	Voice authorizations	Global Payments	30 minutes	Ability for all customers connected to any point of interface to Global payments to authorize transactions which encompasses over 80% of all current PNP/NAB customers	Utilization of voice authorization services or IVR authorization at a significantly higher cost to process transactions. Store and Forward conditions may be utilized in mobile payment applications with no guarantee of authorization upon return of service.
First Data North authorizations	5	First Data North Platform	Voice authorizations	First Data North	30 minutes	Ability for all merchants connected to the FDC North platform to authorize transactions	Utilization of voice authorization services or IVR authorization at a significantly higher cost to process transactions
First Data Omaha Authorizations	5	First Data Omaha Platform	Voice authorizations	First Data Omaha	30 minutes	Ability for all merchants connected to the FDC Omaha platform to authorize transactions	Utilization of voice authorization services or IVR authorization at a significantly higher cost to process transactions
First Data BUYPASS/Memphis authorizations	5	First Data BUYPASS Platform	Voice authorizations	First Data BUYPASS/Memphis	30 minutes	Ability for all merchants connected to the FDC BUYPASS and Memphis platforms to authorize transactions	Utilization of voice authorization services or IVR authorization at a significantly higher cost to process transactions
Email Messaging	4	Postfix email	None	NAB IT	4 Hours	Loss of the ability to send and receive emails and communicate with customers	Use other means of communication such as telephone or cell phone



Internet Access	4	All external data sources	None	NAB IT	4 hours	Inability to utilize outside research sources such as Global Payments, First Data.	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.
Account Research	3	Status	Mirror Copy of Status database	PNP/NAB IT	5 Hours	Loss of ability to research historical account information	Look for data on Global Access Advantage or other Global Payments or First Data on-line portfolio management systems
Authorize.Net internet authorizations	5	Authorize.Net	Unknown	Authorize.Net support team	30 minutes	Loss of ability to authorize transactions for customers connected to authorize.net for internet based transaction processing or virtual terminal usage.	Utilize voice authorizations for the respective host connected to the gateway
Data Wire internet/IP authorizations	5	Data Wire Secure Transport Services	Unknown	Data Wire support team	30 minutes	Loss of ability to authorize transactions for merchants connected to Data Wire directly via an internet connection to a shopping cart or POS system.	Utilize voice authorizations for the respective host connected to the gateway

## Underwriting

Process:	Criticality ( 1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Account Underwriting	5	Status	Mirror Copy of Status database	PNP/NAB IT	3 Hours	Primary system that accepts new account information and triggers the underwriting process	No manual work around for the underwriting department; this system is critical to the flow of new accounts received from ELAP and PA/PS Apply site.
Email Messaging	5	Postfix email	None	NAB IT	2 Hours	Loss of the ability to send and receive emails and communicate with customers; the underwriting department receives all of its notifications to tell when deals (i.e. traditional or mobile) hit the system	Use other means of communication such as telephone or cell phone
Mobile payments account boarding and automated risk underwriting process	5	PA/PS Apply Site	None	NAB IT, IDology, Threat Metrics, Lexus Nexus	3 Hours	Primary method for receiving new account information for the PA/PS product platform and triggers IDology, Threat Metrics, and Credit reporting entities	Manual entry into Status and PA/PS Back office and manual review and entry into outside credit and identity validation services.
Internet Access	5	All external data sources	None	NAB IT	3 hours	Inability to receive new applications, access identity management systems, credit reporting agencies, processor management systems, Visa and other critical systems necessary to underwrite new merchant accounts	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations. In addition Underwriting representatives can call agencies and outside resources to obtain information in certain cases.
Ticket Management	5	TMS	None	NAB IT	3 Hours	Inability to enter and reference service logs relevant to the underwriting process	None
Account Research	3	Global Payments	Status	Global Payments	5 Hours	Loss of ability to	Look for information in

		Reporting Portals				research historical account information	PNP/NAB Status application
Account Research	3	First Data Reporting Portals (Client Line...)	Status	First Data	5 Hours	Loss of ability to research historical account information	Look for information in PNP/NAB Status application
Account Entry and Maintenance	5	Global WestLake/GAA	None	Global Payments	3 Hours	In the event of loss of access to Global FMS,	Wait for system to become available
MCC Verification	1	Visa Browser	Lookup Binder	Visa Online Support	Non-Critical	MCC codes but be verified to underwrite and board new accounts	Use manual lookup binder in Underwriting department
Telephone System Support	5	I3 Interactive Phone Systems and Client	Failover to secondary phone system	I3 Communications and PNP/NAB IT	30 minutes	Ability to support all customer needs	See Customer Support:
Underwriting Research CFM	5	NAMAA System	None	NAMAA Support	4 Hours	Inability to reference the history of merchants that have taken cash advances from other providers and defaulted.	Call NAMAA for manual lookup reference

## Finance

Process:	Criticality ( 1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Internet Access	4	All external data sources	None	NAB IT	5 hours	No visibility to external accounts and banking information	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.
Email Messaging	4	Postfix email	None	NAB IT	4 Hours	Loss of the ability to send and receive emails and communicate with customers, investors and banks	Use other means of communication such as telephone or cell phone
Daily PNP Funding	5	Great Plains	None	Microsoft, Columbus Consulting	5 Hours – Nightly Cutoff at 9:pm	Ability to pay Point and Pay merchants	Utilize manual spreadsheets and coordinate ACH with Harris Bank
Daily Bonus Funding	5	Status and Great Plains, Global Payment and First Data	Must have all systems and vendors to operate	NAB IT, Microsoft, Columbus Consulting, Global Payments and First Data	5 Hours – Nightly Cutoff at 9:pm	Ability to daily fund our agents and ISO's pursuant to contractual obligations	Utilize Manual spreadsheets assuming that Status has failed over and can provide the funding information and coordinate ACH with Harris Bank
Monthly Residual Processing	1 to 5 depending on time of month	Great Plains, Status, Global Payment s and First Data	Must have all systems and vendors to operate	PNP/NAB IT, Microsoft, Columbus Consulting, Global Payments and First Data	Depending on the time of the month the this will vary	Ability to pay residuals to ISO and Agents. Until otherwise documented, Gordon must be available to assist in the processing and recovery to this process	No workaround; with no data received from IT out of Status, no manual residual payment process can exist.

## Marketing

Process:	Criticality ( 1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Internet Access	4	All external data sources	None	NAB IT	5 hours	No access to external research systems	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.
Email Messaging	4	Postfix email	None	NAB IT	4 Hours	Loss of the ability to send and receive emails and communicate with marketing partners and media contacts	Use other means of communication such as telephone or cell phone
Lead Management	5	CRM(PA, CSG, CFM)	None	NAB IT	3 Hours	Loss of ability to input leads derived from marketing sources	No backup for lead distribution
Mobile payments account boarding	5	PA/PS Apply Site	None	NAB IT	3 Hours	Primary method for receiving new leads information for the PA/PS product platform	Depend on inbound phone calls
Telephone System Support	5	I3 Interactive Phone Systems and Client	Failover to secondary phone system	I3 Communications and PNP/NAB IT	30 minutes	Ability to communicate to media, PR sources	*See Customer Support

## National Sales

Process:	Criticality (1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Daily Bonus Funding	5	Status and Great Plains, Global Payment and First Data	Must have all systems and vendors to operate	NAB IT, Microsoft, Columbus Consulting, Global Payments and First Data	5 Hours – Nightly Cutoff at 9:pm	Ability to daily fund our agents and ISO's pursuant to contractual obligations	Utilize Manual spreadsheets assuming that Status has failed over and can provide the funding information and coordinate ACH with Harris Bank
Monthly Residual Processing	1 to 5 depending on time of month	Great Plains, Status, Global Payments and First Data	Must have all systems and vendors to operate	PNP/NAB IT, Microsoft, Columbus Consulting, Global Payments and First Data	Depending on the time of the month this will vary	Ability to pay residuals to ISO and Agents. Until otherwise documented, Gordon must be available to assist in the processing and recovery to this process	<b>* NOTE:</b> Documentation forth coming
Internet Access	4	All external data sources	None	NAB IT	5 hours	No access to external research systems	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.
Email Messaging	4	Postfix email	None	NAB IT	4 Hours	Loss of the ability to send and receive emails and communicate with Agents and ISO's	Use other means of communication such as telephone or cell phone
AIC Access(ELAP)	4	Agent Info Center	None	NAB IT	5 Hours	Loss of ability for Agents and ISO's to review their portfolio	Use telephone communications to answer questions or Email
Telephone System Support	5	I3 Interactive Phone Systems and Client	Fallover to secondary phone system	I3 Communications and PNP/NAB IT	30 minutes	Ability to support all customer needs	<b>*See Customer Support</b>
Daily Accounting and Financial Management	4	Great Plains	Manual GL Register	Microsoft, Columbus Consulting	5 Hours	Loss of ability to automatically pay agents and ISO's	See Appendix A for Great Plains Specific plan created by Columbus Consulting
Account Research	3	Global Payments Reporting Portals	Status	Global Payments	5 Hours	Loss of ability to research historical account information	Look for information in PNP/NAB Status application
Account Research	3	First Data Reporting Portals (Client Line...)	Status	First Data	5 Hours	Loss of ability to research historical account information	Look for information in PNP/NAB Status application



Account Entry and Maintenance	5	Global WestLake/GAA	None	Global Payments	3 Hours	In the event of loss of access to Global FMS,	Wait for system to be available.
Ticket Management	5	TMS	None	NAB IT	3 Hours	Inability to enter and reference service logs relevant to the underwriting process	None
Terminal Management Systems	4	VeriCenter (VeriFone), TermMaster(Hypercom), Nurit Control Center(Lipman)	No failover or secondary systems	NAB IT and/or Terminal Manufacturer support	5 hours	Ability to make modifications to customer credit card terminal applications as necessary to support	No manual work around exists, customers will be contacted as soon as the respective terminal management system becomes available
Shipping Management Systems	5	World Ship(UPS), Ship Rush	UPS Store	NAB IT and UPS Support	5 Hours	Loss of ability to ship terminals and supplies to new and existing customers	Package terminals and peripherals and take them to UPS Store 318 JOHN R RD TROY, MI 48083-4542 Phone: (248)588-8700 <a href="mailto:store1365@theupsstore.com">store1365@theupsstore.com</a>
Account Research	3	Status	Mirror Copy of Status database	PNP/NAB IT	5 Hours	Loss of ability to research historical account information	Look for data on Global Access Advantage or other Global Payments or First Data on-line portfolio management systems

## Human Resources

Process:	Criticality ( 1 least critical - 5 most Critical)	Primary system resources	Secondary System resources	Critical Vendors	Maximum Tolerable Downtime	Business Process Interdependencies	Manual Work around
Payroll Processing	5	ADP Total Source and ADP Workforce Now	Manual Checks	ADP	3-5 Hours	Payroll process	Write manual Checks
Time and Attendance	4	ADP Etime	Manual time card or Spreadsheets	ADP	5 Hours	Loss of ability to automatically manage hourly employees time	Revert to manual time cards and spreadsheets
Internet Access	4	All external data sources	None	NAB IT	5 hours	No access to ADP Payroll Systems	If all internet access is down for an elongated period of time, certain users may be able to work remotely from home or other locations.
Email Messaging	4	Postfix email	None	NAB IT	4 Hours	Loss of the ability to send and receive emails and communicate with Employees	Use other means of communication such as telephone or cell phone

## Risk Assessment

- Probability - What is the probability that this threat will occur?
- Vulnerability - How vulnerable is your organization if this threat occurs?
- Impact - What impact will this have on your organization?

Threat	Applicable?	1=Low	3=Med	5=High	Risk Factor
	Yes/No	Probability	Vulnerability	Impact	
Human Error: Operation	Yes	3	3	3	9
Power Outage	Yes	2	4	3	9
Chemical Spill	No	0	0	0	0
Central Computer Equipment Failure	Yes	3	3	4	10
Water Leak/Plumbing Failure	Yes	1	1	1	3
Equipment Failure	Yes	2	2	3	7
Hostage Taking	Yes	1	1	1	3
Bomb Threat	Yes	1	1	1	3
HVAC Failure/Temperature Inadequacy	Yes	2	2	2	6
Death or Departure of Key Staff	Yes	2	3	3	8
Epidemic	Yes	2	3	3	8
Flooding	Yes	1	1	1	3
Fire	Yes	1	1	5	7
Telecommunications Failure	Yes	3	4	5	12
Labor Dispute/Strike	Yes	1	3	5	9
Tornado	Yes	3	3	4	10
Hurricane/Typhoon	Yes	4	3	3	10
Snowstorm/Blizzard	Yes	3	3	3	9
Ice Storm	Yes	2	3	3	8
Thunder/Electrical Storm	Yes	4	3	3	10
Application Software Failure	Yes	2	5	5	12
Earthquake	Yes	1	1	1	3

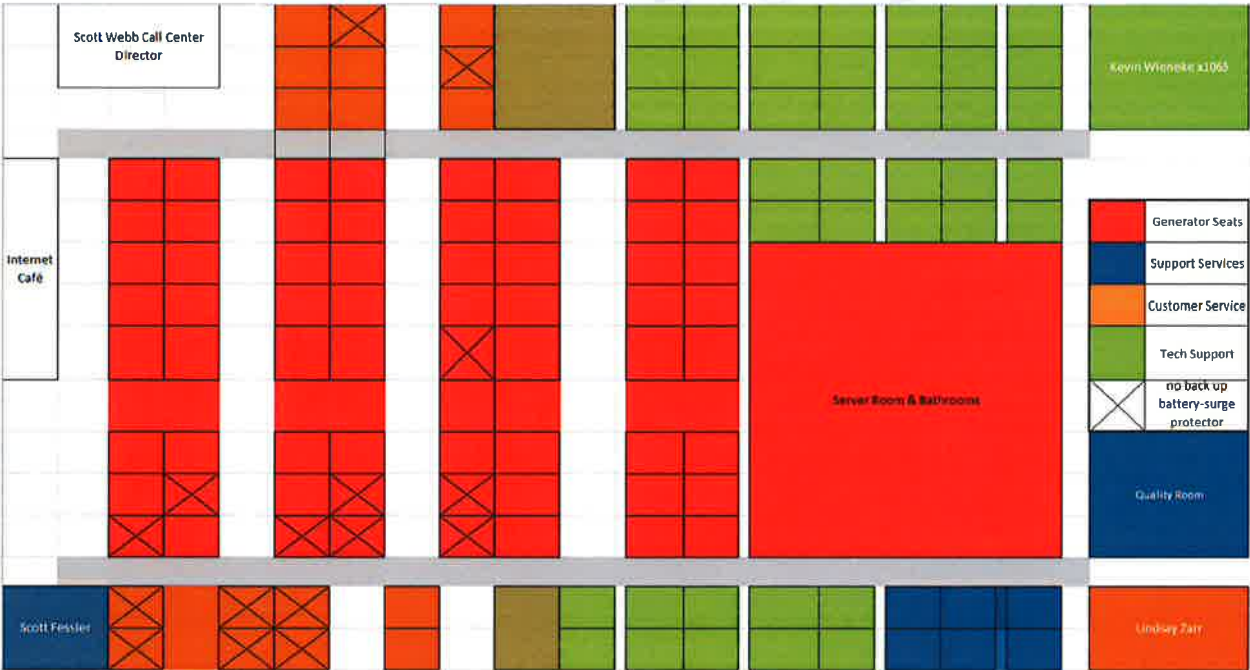
To summarize, the highest threats and risk factors to the company are the following:

Telecommunications Failure (12): A telecommunications failure, similar to a power outage would result in transferring all calls to our afterhours support facility and not being able to address customer concerns or inquiries properly. PNP/NAB has a secondary phone system at our co-location in Southfield currently allowing routing of calls to our call center associates here in Troy. We also have arranged with an external 3<sup>rd</sup> party to accept our overflow in cases of extreme circumstances.

Application Software Failure (12): Applications such as the Point & Pay SaaS platform, reporting servers, job runners, IVR scripting and service engines, and accounting software play an active and cascading role in the daily operation of the business. Most mission critical components have built-in redundancy, fail-over capability, or manual work-around options.

Weather (10-12): Point & Pay/North American Bancard has thoroughly analyzed its site dependencies and the impacts of specific weather events. Our operational headquarters in Florida presents risk of hurricanes, flooding and other sever storm events. Our corporate facility in Michigan presents risk of snow/ice events. In most cases, for critical services and staffing, sufficient redundancy exists between the two primary sites to mitigate the risk for periods of 1-3 days. Additional redundancy is being explored with the Portland, Oregon office. Most critical technology services are now hosted external to our facilities in data centers that are hardened against these elements.

3<sup>rd</sup> Floor Customer Support Call Center



## Scope

This Point & Pay/North American Bancard Business Continuity and Incident Management Plan is designed to provide immediate response and subsequent recovery from any unplanned business interruption. An unplanned business interruption can result from a loss of a critical service (e.g., computer processing, telecommunications), a loss of building access (e.g., contamination, etc.), or physical facility catastrophe (e.g., fire, sabotage, etc.). A centralized group, referred to as the Incident Management Team, will oversee response and recovery activities, as well as support the recovery of affected Recovery Teams.

This Business Continuity Plan provides an overview of the strategies, resources, and procedures required in recovering from any short or long-term business interruption.

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## **Incident Management Team**

The Incident Management Team (IMT) is responsible for declaring a disaster and communicating the declaration with staff and key business partners. When a Disaster event has been declared, the primary responsibilities of the team will be to use their resources to support the recovery effort.

### **Incident Management Team Definition of Roles**

#### **Incident Commander**

- Declare disaster to activate plan and IMT command center
- Manage the overall response
- Establish appropriate staffing for the recovery and monitor effectiveness
- Exercise overall responsibility for coordination between IMT members
- Act as The business's "public face" to the community
- Move business toward stated recovery objectives

#### **Human Resource Coordinator**

- Is responsible for the "human" aspects of the Incident and answer questions related to compensation and benefits
- Provide current roster of personnel
- Provide emergency contact information for notification as necessary
- Track, record, and report all on-duty time for personnel working during the Incident
- Ensure that personnel time records and other related information are prepared and submitted to payroll
- Maintain a file of injuries and illnesses that includes results of investigations associated with the Incident
- Oversee the investigation of injury claims arising out of the Incident
- Assist staff with any aspect of travel including transportation and lodging.

#### **Recovery Coordinator**

- Ensure that the business's offices are returned to normal operations as quickly as possible
- Assist in the development of an alternate site as necessary
- Oversee the investigation of property and equipment damage claims arising out of the Incident
- Recover computer and telephone technology (hardware and software)

#### **Public Relation Lead**

- Is responsible for developing the media messages regarding any Incident
- Is responsible for all stakeholder communications including the suppliers, vendors, outside agencies and the media
- Serve as the primary media contact
- Update and maintain Web site
- Monitor media coverage and provide rumor control as necessary

#### **Financial Management Lead**

- Maintain daily cash funding of all essential business processes
- Prepare and maintain a cumulative cost report for the Incident
- Ensure easy access to necessary capital.
- Communicate with outside shareholders and investment banks
- Coordinate vendor contracts not included in the current approved vendor lists



- Coordinate with Incident Commanders on all matters involving the need to exceed established purchase order limits.
- Establish and manage disaster accounts
- Notify insurers and third party administrators as needed
- Collect and maintain documentation on all Incident information for reimbursement from private insurance carriers and other agencies
- Coordinate all fiscal recovery with disaster assistance agencies if applicable

#### **Business Unit Lead**

- Is responsible for coordinating all activities in their respective departments related to the Incident and its recovery
- Is responsible for maintaining Business Unit level tracking and recording of all on-duty time in coordination with Human Resources
- Service as Business Unit primary contact

#### **Legal Compliance Lead**

- Is responsible for coordinating all activities in their respective departments related to the Incident and its recovery
- Is responsible for providing the business with all regional, state and local legal obligations pertaining to the specific incident
- Validates all correspondences are in compliance with our legal notification responsibilities prior to release
- Coordinates all communication and activities with outside legal counsel as required

## **Incident Management Team Members**

### **Incident Co-Commanders**

This team is responsible for managing decisions:

Frank Pollock, VP, Products and Services - Incident Co-Commander C: 203.619.4918

Kevin Connell, President - Incident Co-Commander C: 732-489-5451

Ryan Pieszak - Incident Co-Commander C: 716-218-8409

### **Human Resource Coordinator**

Julia Kellogg, Director of Human Resources – Business Unit Lead (HR) /Human Resource Coordinator  
C: 313.287.3435

### **Recovery Coordinator**

Stephen Babon, Director of IT Operations –Recovery Coordinator C: 813.679.0849

Todd Bunn, Manager, IT Operations - Recovery Coordinator C: 586.216.3684

### **Public Relations Leads**

Lori Jones, Director of Marketing – Business Unit Lead (Marketing) / Public Relations Lead C: 248.217.9977

Brooke Tajer, Marketing Coordinator – Business Unit Lead (Marketing) Public Relations Lead C: 248.933.1189

### **Financial Management Lead**

Adam Mrozowsky, VP of Finance –Financial Management Lead C: 517.281.3348

### **Legal Compliance Lead**

Michael Sauer – General Counsel – Legal Compliance Lead C: 480.285.6896

### **Business Unit Leads**

Geoff Stocki, VP of Operations - Business Unit Lead (Operations) C: 248.890.6121

Rita Feldman, EVP of Sales - Business Unit Lead (Agent/ISO Sales) C: 248.802.9984

Rick Kovacs, EVP of Sales – Business Unit Lead (CSG Sales) C: 248.388.1151

Scott Webb, VP of Service Operations - Business Unit Lead (Customer Support) C: 248.765.9571

Scott Fessler, VP of Support Services – Business Unit Lead (Support Services) C: 240.329.1363

Adam Mrozowsky, VP of Finance – Business Unit Lead (Finance) C: 517.281.3348

## Incident Management Plan

Incidents vary but typically share the following characteristics:

- They emerge suddenly, there is little or no time to make decisions
- The customers, agents and/or media may become aware of the issue very early
- Rumors both within and outside the company are prevalent

### Potential Incidents

Any incident or change in the business environment that could affect public perception of the company requires notification and involvement of PR Team. Examples include:

#### Operational

- Card data breach (including partners and merchant customers)
- Widespread customer-impacting technology failure

#### Non-Operational

- Employee accidents or safety issues
- Threat of regulation or legislation that harms Point & Pay/North American Bancard business interests
- Irrate customer
- Layoffs or decisions to exit a particular business
- Lawsuits involving Point & Pay/North American Bancard
- Employee or competitor sabotage
- Employee or terrorist threats
- Acts of nature such as an earthquake, blackout, tornado or forest fire
- Executive illness or death

### Three Categories of Incidents:

The Incident Communications Plan defines three levels of incidents: Yellow, Orange, and Red. This method establishes the level of action required, and helps guide the team regarding steps to be taken to resolve the Incident. Although examples of the Incident levels are provided, any situation could potentially escalate or diminish to any level of Incident. As a result, each situation should be judged in real-time and on a case-by-case basis. However in all situations, because of the ability of one level of Incident to evolve into a higher level, standby external communications, including customer communications and a media statement, must be created.

#### **Yellow – Level One**

A level-one event is not immediately considered an Incident communications issue. It is an internal issue with impact restricted to the company itself and requires local handling by the involved department(s). Few people externally (including media) know of the situation. Its nature is such that it is unlikely to raise any significant concern among employees, customers, sales agents, outside agencies, or media. However, a Yellow event has the potential to evolve into an Orange or Red event if it is not properly handled.

#### *Examples of Yellow – Level-One Incidents:*

A technology failure limited in reach and time that does not impact customers; a PCI compliance issue that is isolated to a single large customer (customer's fault).

**Orange – Level Two**

A level-two event is considered a potential Incident communications issue. It is an event that may concern employees or the local community and media. In this type of situation, the PR Leads should be informed as part of the escalation process. The PR Leads will stand by to monitor the situation. Depending on the event, a standby statement will be created to respond to media inquiries reactively.

**Examples of Orange – Level-Two Incidents:**

Technology failure in which customers experience a brief loss of service; isolated work force reductions; perceived job-related health or safety threats; medical situations that require an emergency response.

**Red – Level Three**

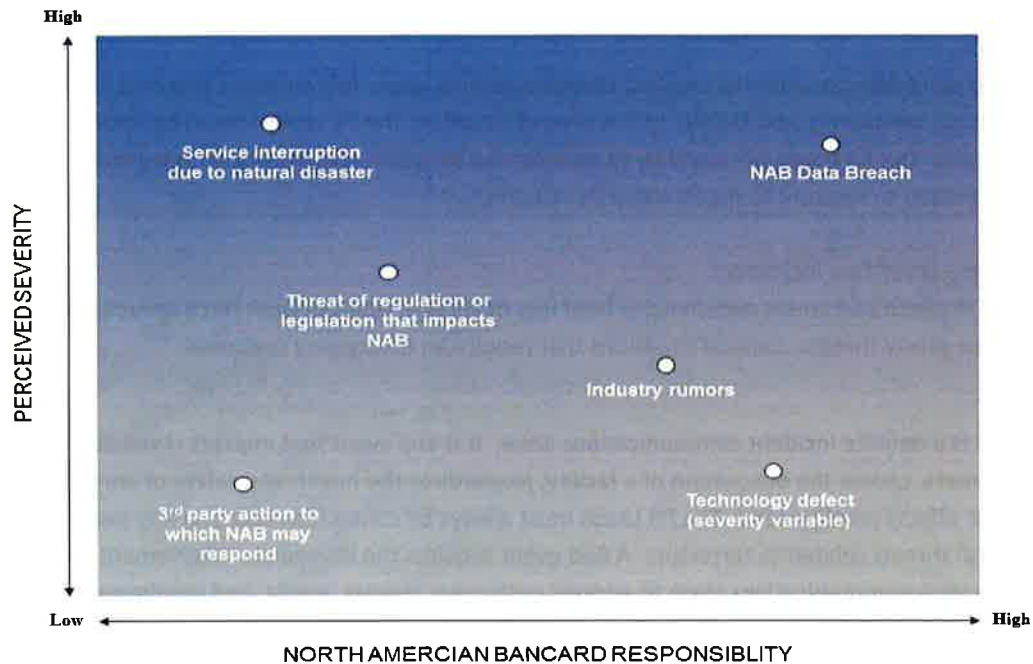
A level-three event is a definite Incident communications issue. It is any event that impacts revenue could incite an exodus of customers, causes the evacuation of a facility, jeopardizes the health and safety of employees or the local community, or affects employment. The PR Leads must always be contacted regarding any perceived biological or physical threats related to terrorism. A Red event requires the immediate involvement and mobilization of the crisis communications team to address customers, agents, media, and employees proactively.

**Examples of Red – Level-Three Situations:**

Credit card data breach impacting PNP/NAB merchants and their customers; disruption of technology or business impacting customers; major injury or fatality at PNP/NAB offices; events requiring fire department or emergency services assistance; workplace violence.

**Incident Communications Risks:**

PNP/NAB Bancard Vulnerability



#### Controlling the Flow of Information:

The biggest risk for a low-level Incident evolving into a higher-level Incident is losing control of the flow of information. Because rumor and speculation, both internal and external, often occurs in the wake of the initial event, it is essential that the incident communication include three separate communications activities:

##### Employee Communications

- Employees communicate to customers, prospects, partners, friends, family, and other audiences external to PNP/NAB. Therefore, it is important and essential that employees are provided enough information to limit speculation as well as communication guidelines as to what they can and likewise cannot communicate to audiences external to Point & Pay/North American Bancard.
- ***Employees must know that any employee who violates communication directives may be subject to disciplinary action including job termination.***

##### Customer and Partner Communications

- Customers, agents, and partners must receive prompt communication, as appropriate, to alert them to the issue, assure them that Point & Pay/North American Bancard is on top of the situation and control their communications to their own external audiences.

##### Media Communications

- Because the internet and other alternative news reporting sources shorten the news cycle to mere minutes, once the media gets wind of an Incident it is incumbent upon Point & Pay/North American Bancard to respond in real time. As always, Point & Pay/North American Bancard needs to present a confident, assured face to external audiences via the media. Alternately, the media can be used proactively to quell concerns about an active Incident.

## How to Communicate During an Incident:

### Step 1: Information Gathering

- As soon as an Incident of any level is identified, the Incident Management Team (as defined in the document) is notified and an immediate conference call is organized. A conference call-in number and pass code is established and the bridge remains open (as long as security and integrity are assured; otherwise a new bridge is established) so that people can call in for real-time updates.
- A designated Incident Commander chairs the call.
- Incident level is determined.

### Step 2: Incident Monitoring and Alerting

- In conjunction with the Incident Commander, contact any third parties, customer's PR or other non-Point & Pay/North American Bancard representatives that may need to become involved to inform them of who is the main Incident contact.
- Employee, customer, and media statements are prepared.
- Incident Commander creates an Incident fact and works with stakeholders in real time to keep the fact sheet current.
- Analyze situation as a team (see Step 3).

### Step 3: Analyze Situation

- Go to **Step 4** if the following applies:
  - PNP/NB at risk of negative exposure if problem is not soon resolved.
  - Threats or high probability of customer, agent, or partner complaints taken to media or other external sources.
- Go to **Step 5** if the following applies:
  - Negative PNP/NAB comments/coverage already public.
  - Incident impacting PNP/NAB ability to serve customers.
- Go to **Step 6** if the following applies:
  - Threats of legal action against PNP/NAB.

### Step 4: Consider the following if the situation has *not* gone public

- Remain in routine contact with Incident Recovery Coordinators for changing conditions.
- Update messages and review regularly with Incident Management Team.
- Continue monitoring until problem is resolved.
- Go to **Step 5** if it is likely the situation will go public (even if not immediately).

### Step 5: Crisis Management at Alert Level 3 (Red), as the crisis evolves

- Incident Management Team develops strategy; get executive approval.
- Identify appropriate internal and external audience delivery methods.
- Prepare initial "public" statement
  - First, empathize with customer's situation
  - Next, clearly articulate steps PNP/NAB is taking to address and/or resolve the Incident
  - Lastly, let audiences know when more information will become available
- Prepare potential questions and answers that are expected by media, agents, and customers.
- Notify all employees and other relevant parties to direct any media inquiries to a central PR Leads number.



- Role-play possible media scenarios with a **single** company spokesperson.
- Review **Step 7** before taking action

Step 6: Consider the following if legal action is threatened

- Contact the Legal Compliance Lead immediately.
- In coordination with the Legal Compliance Lead, prepare a public “drawer statement” (to be used only if needed).
- Distribute drawer statement if legal action is taken.
- Review **Step 5** if there is a risk that the legal action will be widely publicized.
- Review **Step 7** before taking action
- If an attorney should appear at any business meeting or conference call with a customer/partner, stop the meeting immediately, inform customers that PNP/NAB will need to have its own legal representative as designated by the Legal Compliance Lead included if customer/partner is going to have legal representation at the meeting.

Step 7: Create, plan and communicate to management

- PR Lead creates and reviews recommendations and timeline (based on Steps 4, 5 and/or 6) with primary Incident Commander and account manager (if customer or agent related).
- The plan should include:
  - Sales and employees communications processes
  - Approximate timeline for issuing further communications
  - Key messages
  - What *will* and *won't* be said externally
  - List of other PNP/NAB managers, partners and other parties that should know about this plan.
- Modify plan based on feedback and reconvene PR Leads and identify roles and responsibilities.

Step 8: Implement plan

- Guidelines for communicating with media or other external audiences:
  - Cooperate, be polite and helpful
  - Respond quickly to media inquiries; respect deadlines
  - Prep spokesperson with answers to likely questions, especially difficult/painful questions
  - *Never* lie
  - *Never* speculate
  - *Never* say “no comment,” but rather “it’s PNP/NAB policy not to discuss...”
  - It is OK to say, “I don’t know the answer to that question.” But indicate willingness to research the question.
- Guidelines for communicating with employees:
  - Identify internal audiences that are impacted
  - Prepare statements that provide an appropriate level of detail for each audience by answering the following questions:
    - What has happened?
    - Who is involved within and outside of Point & Pay/North American Bancard?
    - When did it occur and what is happening next?
    - Why and/or how did this happen?
    - What do you want employees to do?

- Offer open, timely and two-way communication
- Remind employees not to speculate or go-off script when discussing the crisis; remind employees of penalties for unauthorized communication

**Step 9: Monitor and follow-up**

- Routinely follow-up with all parties until situation is resolved.
- Monitor and analyze media coverage to determine whether PNP/NAB's position was effectively communicated; work with reporters to fix errors.
- Review any of the steps above as the situation evolves and make changes, if needed, to initial recommendations.
- Once the situation is stable, analyze overall process and recommend improvements to Incident Management Team

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## Employee Call List

### Risk Management

#### Tier 1:

Randy Lobban, Director of Risk H: 313.784.9372 C: 786.295.8683

#### Tier 2:

Karen Scamihorn, Risk Manager C: 586.216.2204  
Deanna Hammond, Risk Manager C: 248.802.1354  
Jackie Alquiza, C: 586.817.1445  
Greg Mosby, Collections Manager C: 248.679.8809

#### Tier 3:

Geoff Stocki, VP of Operations C: 248.890.6121

### Customer Support

#### Tier 1:

Lindsay Zarr, Customer Service Sr. Manager C: 248.332.2992 [Lindsay.l.zarr@gmail.com](mailto:Lindsay.l.zarr@gmail.com)  
Kevin Weineke, Tech Support Sr. Manager C: 770.265.0909 [kevin.wieneke@yahoo.com](mailto:kevin.wieneke@yahoo.com)  
Ken Owens, Customer Solutions Manager C: 248.872.6316 [ken.owens10@gmail.com](mailto:ken.owens10@gmail.com)

#### Tier 2:

Bryan Kata, Customer Service Manager C: 586.709.5675 [bryankata@hotmail.com](mailto:bryankata@hotmail.com)  
LaQuenta Lewis, Tech Support Manager C: 248.802.0471 [laquental@gmail.com](mailto:laquental@gmail.com)  
Jordan Garagiola, Assistant Manager C: 248.408.1461 [longlivetheciv@yahoo.com](mailto:longlivetheciv@yahoo.com)

#### Tier 3:

Scott Webb, VP of Service Operations H: 248.608.0826 C: 248.765.9571 [sawwebb17@gmail.com](mailto:sawwebb17@gmail.com)

### Support Services

#### Tier 1:

Shannon Rumohr, Workforce Manager C: 586.703.6697 [rumohr.sk@gmail.com](mailto:rumohr.sk@gmail.com)

#### Tier 2:

Scott Fessler, VP of Support Services C: 240.329.1363 [scotttyf23@gmail.com](mailto:scotttyf23@gmail.com)

### Underwriting

#### Tier 1:

Theresa Love, Underwriting Day Manager  
C: 248.765.0469, [theresa.love@gmail.com](mailto:theresa.love@gmail.com)  
Audrey Carey, Underwriting Night Manager  
C: 248.259.1155, H: 248.629.4319, [wava1023@hotmail.com](mailto:wava1023@hotmail.com)

#### Tier 2:

Matt Dover, Senior Underwriting Manager  
C: 586.322.4962, [mattdover10@yahoo.com](mailto:mattdover10@yahoo.com)

#### Tier 3:

Julianne Gordon, Director Underwriting  
C: 248.631.7757, H: 248.273.1962, [jgordon@nabancard.com](mailto:jgordon@nabancard.com)

**Finance**

## Tier 1:

Adam Mrozowsky, Comptroller C: 517.281.3348

## Tier 2:

Matt Soderman, VP of Finance C: 248.798.6992

## Tier 3:

Kirk Haggerty, CFO C: 313.220.1225

**Marketing**

## Tier 1:

Lori Jones, Director of Brand Marketing and Communications C: 248.217.9977

## Tier 2:

Brooke Tajer, Marketing Coordinating C: 248.933.1189

**Human Resources/Administration**

## Tier 1:

Penny Neagos, Facilities Supervisor 586.552.7581

## Tier 2:

Yolanda Smith, Sr. HR Business Partner C: 313.312.3860

## Tier 3:

Ryan Hitsman, Director of Human Resources C: 313-287-3435

**Information Technology**

## Tier 1:

Eric Olson Network Engineer C: 906.209.0785

Josh Dziepak Service Desk Manager C: 248.842.1807

Kelly Corbin System Administrator C: 248.875.7554

## Tier 2:

Trevor Smith Director of IT Operations C: 586.909.0368

## Tier 3:

Gordon Rimac CTO C: 586.216.3684

**Corporate Sales**

## Tier 1:

Tim Boulanger, Sales Support Manager C: 248.444.4835 [tmboulanger@gmail.com](mailto:tmboulanger@gmail.com)

## Tier 2:

Darren McCaffrey, Manager Corporate Sales C: 313.282.6523 [dmccaffrey@gmail.com](mailto:dmccaffrey@gmail.com)

## Tier 3:

Rick Kovacs, VP of Corporate Sales C: 248.388.1151 [rkovacs@comcast.net](mailto:rkovacs@comcast.net)

## **Business Vendor Contact List**

### **Global Payments**

Angela Button 734-241-2710

### **First Data**

Memphis

Jamie Robinson 901.371.8066

Omaha

CJ Dirks O: 402.222.1281 F: 402.991.1959 [cj.dirks@firstdata.com](mailto:cj.dirks@firstdata.com)

North

Amanda Mowen O: 240.313.1100 F: 402.315.5233 [amanda.mowen@firstdata.com](mailto:amanda.mowen@firstdata.com)

Ronda Pastran O: 240-313-1263 F: 402.916.8907 [ronda.pastran@firstdata.com](mailto:ronda.pastran@firstdata.com)

### **Data Wire**

Support Center Contact (800-704-4202)

### **Authorize.Net**

Support Center Contact (877-447-3938)

### **VeriFone (PC CHARGE)**

Support Center Contact (877-659-8981)

### **Jasper Wireless**

Vconnect Support Center Contact (800-835-7892)

### **Alaric**

Support Center London +44 20 7593 2200

Support Center Malaysia +603 22877410

Philip Izzo o: 760.542.9036 c: 617.283.4889

Skype ID: Philip.Izzo1

### **Threat Metrics**

Siobahan Thompson

Phone#: 408.200.5732 Fax 408.200.5799

### **Experian**

Primary contact: Matthew J McGovern

Phone #: 224.698.8809

Mobile# 708.363.4564

### **Equifax**

Primary contact: Chris Bush

Phone#: 866-977-6519

Email: [Chris.Bush@equifax.com](mailto:Chris.Bush@equifax.com)

### **IDology**

Primary contact: Andrew McClure

Phone#: 678.324.3808

Mobile#: 770.561.0994

**RSA Verid**

Primary Contact: Bridget Cecil  
Phone #: 508-599-6339  
Email: [bridget.cecil@rsaverid.com](mailto:bridget.cecil@rsaverid.com)

**1099Express**

Bob Miner  
Phone#: 361.884.1500

**G2 WebServices**

[jfisher@g2llc.com](mailto:jfisher@g2llc.com)  
Phone#: 425.749.4040 x216  
Fax: 425.484.6314

**Lexis Nexis**

Primary Contact: Steve Linzmeier  
Phone #: 262-781-8400  
Email: [steve.linzmeier@lexisnexis.com](mailto:steve.linzmeier@lexisnexis.com)  
Secondary Contact: John P. Morgan  
Phone#: 800-227-9597 ext. 56739  
Mobile#: 937-287-3891  
Email: [john.morgan@lexisnexis.com](mailto:john.morgan@lexisnexis.com)

**Sysnet Global Solutions (formerly Panoptic Security)**

Primary Contact: Alex Uhl  
Phone#: 801.208.1105 x1013  
Mobile#: 616.340.9436  
Email: [Alex.uhl@sysnetglobalsolutions.com](mailto:Alex.uhl@sysnetglobalsolutions.com)

**Dun & Bradstreet**

Primary Contact: Stephanie Briesemeister  
Phone#: 610-882-7849  
Email: [BriesemeisterS@dnb.com](mailto:BriesemeisterS@dnb.com)

**Image Soft (Service and Support for the scanner)**

Primary Contact: Adam Rose  
Phone#: 248.948-8100 x260  
Email: [arose@imagesoftinc.com](mailto:arose@imagesoftinc.com)

**Fujitsu**

Primary Contact: Terone Hartfield  
Phone#: 248-766-8454

**Capitol Services**

Primary contact: Christine Jones  
Phone#: 800-327-4842  
Email: [cjones@capitolservices.com](mailto:cjones@capitolservices.com)



**Quik Trak**

Primary Contact: Kim Riggs

Phone#: 503-214-3015

Email: [kriggs@quiktrak.com](mailto:kriggs@quiktrak.com)

**NVMS**

Primary Contact: Lisa Koren

Phone#: 703-361-6262 ext. 117

Email: [lisak@nvms.com](mailto:lisak@nvms.com)

**NAMAA**

Primary Contact: David Golden

Phone#: 212-779-2528

Email: [dgolden@amerimerchant.com](mailto:dgolden@amerimerchant.com)

**Columbus Consulting (Great Plains)**

26622 Woodward Ave., Suite 105

Royal Oak, MI 48067,

Phone#: 888 209 3342

**Wolverine Solutions Group**

Primary Contact: Monica Purdon

Phone#: 313.871.3414

Mobile#: 586.917.3221

Fax# 313.873.8730

**Compliance/Risk uses the following Attorney's office for legal opinions regarding merchant registrations**

Theodore F Monroe

Law Offices of Theodore F Monroe

Phone#: 213.233.2273

Office#: 213.233.2272

Fax#: 213.622.1444

## IT Vendor Contact List

Company	Escalation Level	Contact Name	Contact Role	Office Phone Number	Cellular Phone Number	Services Provided
123 NET	1		NOC	866-460-3503		#123 NET Services
Arin	1	Technical Support	Help Desk	703-227-0660		#Arin Services
Barracuda	1	Technical Support	Support Office	408-342-5300		#Barracuda Hardware
Cisco	1	Technical Assistance Center (TAC)	Enterprise Products	800-553-2447		#Cisco Hardware
Comcast	1	Technical Support	Enterprise Support	888-262-7300		#Comcast Services
HP	1	Technical Support	Business Products	800-334-5144		#HP Hardware
Juniper	1	Technical Support	Global Support	888-314-5822		#Juniper Hardware
XO Communications	1	Technical Support	Mid Market Repair Team	800-424-0583		#XO Services
XO Communications	2	Scott Rammler	Supervisor (8am – 4pm)	989-907-2157	989-737-7311	#XO Services
XO Communications	2	Steve Lombard	Supervisor (4pm – 12:30am)	989-907-2185	989-493-6034	#XO Services
XO Communications	2	James Pulley	Supervisor (10am – 7pm)	989-907-2148	989-909-9555	#XO Services
XO Communications	3	Pablo Solano	Manager	989-907-2160	989-737-6707	#XO Services
XO Communications	3	Avy Wyatt	Manager	989-907-2158	989-233-2625	#XO Services
XO Communications	3	Michael Kroulik	Manager (11:00pm – 7:00am)	989-907-2192	989-928-6635	#XO Services
XO Communications	4	Paul Leal	Sr. Manager	989-758-6527	989-737-7273	#XO Services
XO Communications	5	Director	Doug Knoll	989-758-6597	989-737-9958	#XO Services
XO Communications	6	Vice President	Michael Langan	732-593-4008	201-206-7670	#XO Services
DataPipe	1	Technical Support	Help Desk	888-952-4888		Hosting
DataPipe	2	Amy Guion	Service Delivery Manager	877.773.3306 x 2879		Hosting
DataPipe	3	Travis Howell	Global Account Executive	917-439-2491		Hosting
AWS	1	Tommy Beltramo	Account Exec	(206) 577-3384		Hosting
Global Payments	1	Technical Support	NOC	770-829-8800		Payment processing
Gallagher	1		Main Number	800-452-1540		Fire suppression systems
JF Jacobs	1		Main Number	248-476-7888		HVAC
JF Jacobs	2	John F Jacobs	Owner		248-939-7218	HVAC
Dynalectric	1	Greg Butler		248-556-7200 x232	248-670-4256	Electrical
ITSavvy	1	Jason Hawkins	Senior Account Manager	630-396-6318		IT Equipment
CDW	1	Steve Klein	Account Manager	877-529-3804	313-705-0947	IT Equipment
Canonical	1			866-982-8688		Ubuntu Linux
Red Hat	1		Technical Support		888-467-3342	Red Hat Linux
AS	1	Brad Frazair	Tech Support	248-269-4050	248-765-9515	Phone System

Iron Mountain	1		Customer Response	888-365-4766		Back up tape storage
Iron Mountain	2		Tech Support	800-934-3453		Back up tape storage
ADT	1		Customer support	866-865-5006		Security systems and cameras
SoftwareONE	1	Lee Michaels	Business Development Mgr.	248-303-5388		MS Software
SoftwareONE	2	Megan Momenee	Business Development Rep	262-953-5271		MS Software

## Business Process Recovery Strategy

The business process recovery strategy identifies the general actions that will be implemented by the Incident Management Team in order to resume critical business functions. Specific recovery strategies and detailed recovery procedures, which address immediate, short-term, and long-term strategies for recovery of each specific business function.

Business Process	Maximum Tolerable Downtime (MTD)	Management Responsibility	Recovery Location
Transaction Interfaces	3 Hours	PNP IT Operations	Datapipe/AWS
Authorization Systems	20 minutes	PNP IT Operations	Stand-In; Backup Acquirer
Internet Access	5 Hours	PNP IT Operations	Secondary Carrier - Verizon
Telecommunications Systems	30 Minutes	NAB IT Operations/Customer Support	Failover to Co-Location System at XO Communications
Email	4 Hours	NAB IT Operations	NAB HQ
Risk Management Systems	4 Hours	Risk Management, IT Operations, Third Party Vendors	NAB HQ
General Accounting, Merchant funding, agent/ISO funding	4 Hours	NAB IT, Columbus	NAB HQ
Payroll processing	5 Hours	NAB IT and ADP	ADP

Check once completed	Detailed Procedure	Responsibility
	Evaluate the event – Gather detail information from civil authorities (including county emergency Manager), security, and the news media regarding the event.	Recovery Coordinator(s)
	If this is a severe weather event, begin monitoring the storm track a minimum of 72 hours from expected impact.	Recovery Coordinator(s)
	Coordinate activities with the IMT team members and secure any resources that may be required	Recovery Coordinator(s)
	If offices are being closed, notify employees of office closings.	Human Resources
	Conduct Preliminary Incident Management Team Meeting	Incident Commander(s)
	Prepare for possible alternate site operations – Based upon the event status and anticipated progress the Incident Management Team Leaders will assign roles and responsibilities for all Staff	Recovery Coordinator(s)
	Place Global Payments on alert	Recovery Coordinator(s)
	Place First Data on alert	Recovery Coordinator(s)
	Notify all critical support vendors	Business Units

## Incident Recovery Plan

The Incident recovery plan lists the recovery objectives and locations for critical systems.

- Recovery Time Objective (RTO)- the time period after a disaster at which the system needs to be restored
- Recovery Point Objective (RPO) - maximum amount of data loss an organization can sustain during an event. RPO is used as the basis for developing backup strategies and determining the amount of data that may require recreation after systems have been recovered.

System	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Recovery Location
Telecommunications Systems	30 min	N/A	XO Co-Location facility
TRX Interfaces	4 hours	0%	Datapipe/AWS
Authorization Systems	20 minutes	0%	Stand-in
Internet Access	5 Hours	N/A	HQ
Email	4 Hours	0%	Google/Okta
Great Plains	4 Hours	0%	HQ
ADP Payroll	4 Hours	0%	ADP
Risk Management Systems	4 Hours	0%	HQ

### Recovery Steps and Overview

PNP/NAB has installed a natural gas powered generator to support a continuous supply of conditioned power in the event that the standard power source is disrupted. This mitigates one of the most vulnerable and critical issues that may interrupt the business' operations. While this generator will not be able to sustain the entire operation, it will continue to supply power to all of PNP/NAB's data and telecommunication infrastructure as well as approximately 64 seats of the customer support center. If there is an extended power outage, PNP/NAB has a contract with GenPower (a mobile generator company) and the ability to connect a mobile power source to the corporate headquarters and supply full power to all areas of operation. Also, given all telecommunication and data systems will remain operational, remote access is possible as well as the "follow me" capabilities of the telephone system to forward all calls to other sources such as home phones, cell phones or alternate facilities.

The major systems internal systems and infrastructure that PNP/ PNP/NAB controls will be listed below:

**PNP SaaS Platform** – This is PNP/NAB's primary interface for managing web, POS, and IVR transactions. It also hosts multiple points of integration to 3<sup>rd</sup> party vendors and facilitates a variety of back office functions. PNP/ NAB hosts this platform using virtual/cloud based hosting strategies with DataPipe, LLC, and Amazon Web Services. Our contracts with these providers include backup, failover, load balancing, and several layers of redundancy.

**Email systems** – PNP/NAB utilized Microsoft Exchange in a clustered environment and has a redundant data store and dual paths to the store. Each mailbox is independently backed up and can be individually recovered in the event of corruption or data loss. We are in the process of migrating to Google and this service can be used as a backup in the event of an incident.

Telecommunication Systems – PNP/NAB utilizes the I3 Interactive Technologies SIP based Phone system.

1. If our primary phone server failed but everything else in the building is still up, we can log into the secondary phone server at the co-location facility and manually switch that to the Primary while preserving our call management architecture, queues and routing logic.
2. If the 250 Stephenson Highway corporate headquarters building is completely down we would drive to the co-location facility (approximately 15 minutes away) to log into the secondary phone server and manually switch that to the Primary. Since the primary facility is down and there is no one to route calls to, currently we would change the schedules to after hours and calls are sent to each department's after hours call flow. Tech Support calls are routed to Global or FDC and all other calls go to voice mail. If the Email server is down, the voice mail will queue up on the phone server until the connection is re-established. The schedule change would also need to be changed on the server at the co-location facility. A representative of the IT operations staff would do this function.

Risk Management Systems (Alaric) - PNP/NAB internally utilizes Alaric Fractils to manage daily transactional risk. The Alaric system resides in the 250 Stephenson Highway corporate headquarters and rides on a redundant application and database layer architecture.

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## Pandemic Plan

A pandemic is a global disease outbreak. An **influenza pandemic** occurs when a new influenza virus emerges for which there is little or no immunity in the human population, begins to cause serious illness and then spreads easily from person-to person (OSHA, 2012). PNP/NAB takes proactive measures to protect its workforce from **seasonal influenza** through various measures including: providing hand sanitizer to all departments during cold and flu season, covering the cost of an influenza shot for all employees and encouraging ill employees to stay home or work remotely.

However, the nature of a **pandemic influenza** presents a larger risk to PNP/NAB's operations. A pandemic could affect a significant portion of PNP/NAB's workforce through a variety of ways: employee illness, employees who must care for a sick family member, employees who experience a loss of childcare options, or simply a widespread fear of coming to work. This document is to serve as PNP/NAB's contingency plan if a pandemic should occur; assuming greater than 30% of NAB's workforce is affected.

PNP/NAB's Emergency Response Team (also known as Evacuation Coordinators), led by Human Resources, will serve as a liaison between Business Continuity Managers and the workforce. When the Business Continuity Managers have declared influenza pandemic, the Emergency Response team is responsible for conducting tactical operations to carry out the plan.

### Communication

#### Internal

PNP/NAB's Emergency Response Team will communicate with the workforce using the company Intranet, department telephone trees and the company email system. Face-to-face meetings will be avoided wherever possible.

#### External

PNP/NAB's Emergency Response Team will work with our Marketing/Public Relations team to communicate with our customers and critical vendors/business partners.

### Containment

In order to lessen the spread of pandemic influenza, PNP/NAB will take the following steps:

- Suspending or limiting employee travel
- Increased frequency of cleaning/sanitizing PNP/NAB facilities
- Encouraging proper hand-washing, use of hand-sanitizer, face masks and gloves
- Telecommuting – the following critical departments/functions are currently enabled and would be instructed to work remotely wherever possible: Finance, Human Resources, Information Technology, Legal, Public Relations/Marketing, Underwriting, Risk, and Support Services
- Adopt a modified sick leave policy that does not penalize sick employees, therefore encouraging employees who experience flu-like symptoms to stay home and prevent the spreading of illness.

### **Impact on Sales and Operations**

As mentioned above, employees in critical functions (Finance, Human Resources, Information Technology, Legal, PR/Marketing, Underwriting, Risk, and Support Services) are enabled to work remotely, assuming they are well. Employees in these areas are heavily cross-trained in order to reduce risk if a portion of the workforce is unable to work.

However, sales partners may experience a longer than average turnaround on submitted deals due to a reduction in staff.

Additionally, if PNP/NAB's support call centers experience greater than 30% employee absenteeism, PNP/NAB will likely exercise the option to utilize back-up support offered by partner call centers at First Data Merchant Services and Global Payment Solutions.

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## Remote Access and Acceptable Usage of Systems Policy

### POINT & PAY/NORTH AMERICAN BANCARD Network Security Policy

The information that is stored at PNP/NAB is extremely valuable and is a prized target of hackers, criminals, and other miscreants. PNP/NAB must make every effort to safeguard such data from being compromised. This security awareness policy describes the importance and role of the employee in the security framework of PNP/NAB.

As an employee of PNP/NAB, it is of primary importance to protect the integrity, and confidentiality of critical information. This information can consist of sensitive, proprietary company information such as trade secrets, or sensitive cardholder data to include account numbers, names, and addresses. The compromise of such information could cause significant and permanent damage to the fiscal viability of PNP/NAB and permanently damage the reputation of the company and its employees. It is important to understand that if critical information is compromised either intentionally or unintentionally through neglect, it could result in disciplinary actions including termination. It is therefore critical that each employee ensure that they are cognizant of the importance of cardholder data and is diligent in the protection of PNP/NAB's critical information assets.

If compromise is discovered or suspected, you should immediately report the incident through the appropriate chain of management. All suspicious activity should be immediately reported.

Many unscrupulous individuals may try to use a tactic called 'social engineering' in an attempt to convince you to inadvertently provide sensitive information such as employee data, business operating models, passwords and other data. "Social Engineering" techniques are used mostly over phone communications, so be cautious and security minded when answering phone calls. **Do not provide full cardholder data over the phone unless business needs absolutely necessitate and the customer has provided the required credentials.** Many times, the information they will pursue appears innocuous and irrelevant. When compiled however, this information provides significant information for criminals to access the systems and infrastructure of PNP/NAB. For this reason, no information should be shared with anyone who is not identified as working with the company or authorized to have such information. Any questions related to the verification of such individuals should be directed to management. Do not freely offer information related to the operations, personnel, or business of NAB.

Each individual employee or contractor is assigned a User ID and password for the various computers that are needed to perform their job function. Each employee is only given access to the machines that they need access to and only to the functions that they need to access on those machines. If you identify anyone using shared user ID's or passwords, this must be reported immediately.

Access to the Data Center is highly restricted. Only employees with a need to access the data center are given access to the data center. If you see employees or other people accessing the data center machines that do not have normal access to it report it immediately.

PNP/NAB IT systems and accounts are to be used only for the purpose for which they are authorized and are not to be used for non-business related activities. Unauthorized use of a PNP/NAB account and/or system is in violation of Section 799, Title 18, U.S. Code, and constitutes theft and is punishable by law. Therefore, unauthorized use of PNP/NAB IT computing systems and facilities may constitute grounds for dismissal and either civil or criminal prosecution. In the text below, "users" refers to users of PNP/NAB IT computing systems and facilities.

The Internet is an open and globally accessible computer network. It is connected to the PNP/NAB computer network, where essential operating systems run and mission-critical data are stored.

For safety and security reasons, a special device is installed between the two networks (Internet and internal Network). This device, which is called a "firewall", is regularly maintained to keep the IOS (Inter-networking Operating System) up-to-date. The firewall helps enforce security policy and monitor access. Nevertheless, any Internet security will only be efficient with the involvement and fair play of all users. Please turn to your usual IT support unit for advice concerning Internet problems or questions.

1. The user has to comply with the following rules. PNP/NAB may modify these rules without prior notice if required.
2. Normal Internet access is only permitted through the ISA (Internet Security and Acceleration) Server and the Firewall. The direct connection of any networked computer (e.g. dial-up connection to the Internet via modem) is prohibited.
3. The applications permitted are e-mail or outgoing web browsing. Downloading is only permitted if up-to-date anti-virus software is installed and in use. ALL files received over the Internet must be scanned, either automatically or manually, using the usual anti-virus procedures.
4. All Internet use must be for company purposes: Internet access may not be used for private purposes.
5. The user acknowledges that the legal aspects of Internet use are not yet well defined, and that Internet access involves electronic communication across various countries with their own applicable laws. Users are solely responsible for their actions.
6. Logs will generally be kept of all Internet access.
7. Worldwide Internet standards are generally supported. However, since security and high performance are the highest priority, special applications, functions or protocols may be restricted.
8. Special restrictions are in force in public places (WIF-Walk in Facilities, Internet Café, etc.).
9. The speed and availability of Internet services may vary from time to time. This is in the nature of the Internet and its facilities: the problem may not be attributable to PNP/NAB or its responsibilities.
10. The streaming of audio and video that result in excessive use of network resources is strictly prohibited.
11. The PNP/NAB IT computing systems are classified as transaction processing systems or software development systems. Therefore, non-payment related and/or non-development related information may not be processed, entered, or stored on a PNP/NAB IT computing system. All information contained on, in or manipulated by PNP/NAB IT is considered confidential and must be treated as such.
12. Users are responsible for protecting any information used and/or stored on/in their PNP/NAB workstation or IT resource accounts.
13. Users are requested to report any weaknesses in PNP/NAB computer security, or any incidents of possible misuse or violation of this agreement to the proper authorities by contacting the PNP/NAB Service Desk.

14. Users shall not attempt to access any data or programs contained on PNP/NAB IT computer systems for which they do not have authorization or explicit consent from the owner of the data or program.
15. Users shall not make unauthorized copies of copyrighted software, except as permitted by law or by the owner of the copyright. Unregistered software may not be installed.
16. Users shall not make copies of system configuration files for their own, unauthorized personal use or to provide to others for unauthorized uses.
17. Users shall not purposely engage in activity with the intent to: harass other users; degrade the performance of systems; deprive an authorized PNP/NAB user access to a PNP/NAB resource; obtain extra resources beyond those allocated; circumvent PNP/NAB computer security measures or gain access to a PNP/NAB processing or development system for which proper authorization has not been given.
18. Electronic communication facilities (such as e-mail) are for authorized use only. Fraudulent, harassing, or obscene messages and/or materials shall not be sent from, to or stored on any PNP/NAB IT resource. PNP/NAB reserves the right to inspect content of electronic communication and prevent delivery of prohibited content.
19. Users shall not download, install, or run security programs or utilities that reveal weaknesses in the security of a system. For example, PNP/NAB users shall not run password-cracking programs, "network sniffer" utilities or other sleuthing or tracing programs on PNP/NAB IT computing systems.
20. PNP/NAB may immediately cancel the Internet access of any user in the event of misuse, abuse, or threat to PNP/NAB systems.

#### **Web and Mail Specifics**

Web usage ("surfing") enables us to find various items of information all around the world

- a) Users are reminded, however, that the information found might not be
  - up-to-date,
  - true,
  - or provided by the person they assume.
  - Users should thus use any information obtained from the Internet with the greatest care. Moreover, under certain circumstances, transactions (e.g. with credit card) over the Internet might be risky. The user at their own risk makes any Internet transaction, and users may be held responsible for any losses they may incur.
- b) Users acknowledge and appreciate that speed and/or availability cannot be guaranteed, and will depend on the time of the day or the number of current users worldwide.
- c) Users also acknowledge that the Internet is a low-speed and unstructured network, and that web usage can thus be **very time-consuming**.
- d) Users further acknowledge that some web pages contain malicious programs, which could have unpredictable effects on their computer or on third-party systems.

For mail purposes, Microsoft Outlook and Mozilla Thunderbird are the only supported mail sub-systems.

Mail on the Internet enables users to exchange e-mail and files (documents) with other Internet users.

- a) Users acknowledge that e-mail is property of the company
- b) Users also acknowledge that the confidentiality, delivery, authenticity or integrity of Internet e-mails cannot be **guaranteed**, and that the sender might not be the person they claim to be. Users are therefore advised not to send/receive any critical data over the Internet.

- c) Users acknowledge that subscribing to automatic mailing lists can generate a large amount of mails (daily) and be very time-consuming.
- d) Users are required to follow the netiquette<sup>1)</sup> of the mail user community: no junk mails, no flames<sup>2)</sup>, and no mailing chains or mail bombs<sup>3)</sup>.

1. Netiquette: Neologism of Network and Etiquette; the Knigge (book on etiquette) for online-users.
2. Flame: Exaggerated verbal response to an article found on the Internet or in a Newsgroup that pollutes the network senselessly.
3. Mail bomb: Mail with huge attachment of rubbish or multiple broadcasting of nonsense.

Any noncompliance with these requirements will constitute a security violation, will be reported to the Chief Information Officer, and will result in short-term or permanent loss of access to NAB/PPN IT computing systems. Serious violations may result in civil or criminal prosecution.

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## Appendix A – Great Plains Recovery Plan

This list is a brief overview of items that are needed for a fully functioning Dynamics GP system. These would all be required in the event of a total loss of the existing system.

1. SQL Server NABACCT01 (Dynamics GP accounting data)

The SQL databases are currently being backed up once per day to flat files on the server's E: drive. These are copied to back up tapes and stored offsite.

In addition, the SQL databases are set for the simple recovery mode. This means that the only recovery point is the previous night's full backup. You could potentially lose a full day's work. SQL server does support a "point-in-time" recovery model that would let you recover up to any 5-minute interval during the day.

a. System Database – DYNAMICS

This database contains details about the companies, users, security and some auditing tables.

b. Company Databases – Multiple

Each company has its own database with all of the accounting data.

c. Service accounts & system passwords (sa, etc.)

A secure document needs to be created that lists all of the critical accounts and password currently in use. These are needed to restore existing application and integrations.

For example: The STATUS system connects to Dynamics GP and creates and number of different transactions and records. The account and password used by this integration is needed in the event of a restore to new hardware. Otherwise, the programming code would need to be reviewed and modified to use a new account and password.

d. Local login accounts and passwords and permissions

These accounts are used by consultants and administrators that may not be associated to the BANCARD domain. These would be important to have documented because they would be needed by the people doing the recovery work. Often, the permissions are customized for the needs of that specific user.

## 2. GP Client

The word "client" refers to the actual program code installed and used on computers that run Dynamics GP. The client code is composed of multiple modules and is not easily recreated with the PNP/NAB specific configuration unless there are full backups of the client installation. These would be used to ensure the installation on new computers matches the existing installation.

### a. Client installation from several users

You should have copies of the installation folder and all sub folders from several different user groups: Accounting, Fulfillment, Collections, etc. Each of the installations may have small but important differences for each department.

The installation folder is typically C:\Program Files\Microsoft Dynamics

### b. DVD image and settings to re-install clients

The current source files for installing Dynamics GP on a new PC need to be available after a disaster. The client backups listed above would not actually work if copied to a new computer. You would need the current install source for Dynamics GP along with any add-on applications like Wennsoft, SmartConnect, and Mekorma.

### c. Shared file for modified reports

Modified reports are saved in then REPORTS.DIC file on the Z: drive of NABACCT01. This file is accessed by everyone using Dynamics GP when printing from GP. This contains the modifications of reports for invoices, packing slips, trial balance reports, etc. There are many hours of work that have been invested in the modifications.

## 3. Add-on Products

The Dynamics GP environment consists of several add-ons from 3<sup>rd</sup> party software developers and from Microsoft. Each of these has different methods of storing the customizations used by NAB.

### a. Mekorma AP check formats

There are check templates for each company stored on the W: drive. These are used for printed checks and would be needed in the event of a disaster.

### b. Integration manger IMD databases

Integration Manager is used daily to import data from Excel into Dynamics GP. Each accounting user has a separate IMD file on the W: drive. This file contains the specifications and field mapping for the data imports. The IMD files are very important for a smooth recovery. It would be very time consuming to recreate all of these integrations.

The Excel template files used as data sources should also be included in the offsite backups.

### c. FRX SysData file

FRX is used to print financial reports. The FRX application uses data from the SysData folder to create the reports. There are a number of files that contain the row and column setups along with all of the calculations.

This folder is \\NABACCT01\C:\FRx Share\SysData

d. **SmartConnect data sources**

The maps for SmartConnect integrations are saved in the SQL database. However, the maps often use Excel or CSV files as the data source. Copies of these files should be available for use as templates after the disaster recovery. These are typically located on the W: drive. The CFM integrations are on \\NABACCT01\E:\Shared\CFM\_Daily

4. **Services**

Several different services run on NABACCT01 or on other web servers. These services provide the interface for a number of different integrations. It is important to document the services and configuration so that they can quickly be reinstalled after a disaster.

a. **Web services integration from STATUS system**

- i. **password**
- ii. **configuration details**

b. **eConnect DCOM+ (SmartConnect integrations and STATUS)**

- i. **password**
- ii. **configuration details**