

RESOLUTION NO. 2018 - 334

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-59 AND TO EXECUTE AN AGREEMENT FOR WEB-BASED PAYMENT PROCESSING SYSTEM.

RECITALS

WHEREAS, the County desires to enter into contracts with LexisNexis VitalChek Network Inc. to provide an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform, as needed in accordance with RFP No. 18-59; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for a Web-based Payment Processing System in accordance with RFP No. 18-59; and

WHEREAS, through the County's formal RFP process, LexisNexis VitalChek Network Inc. was selected as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-59 to LexisNexis VitalChek Network Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-59.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2 day of October, 2018.

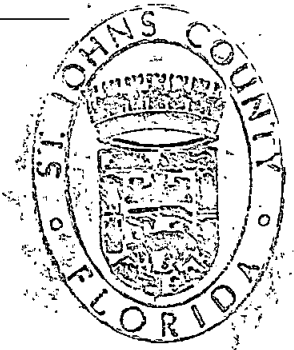
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 10/4/18





CONTRACT AGREEMENT
RFP NO: 18-59; Web-based Payment Processing System
Master Contract #: 18-MCC-LEX-09739

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **LexisNexis VitalChek Network Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027; Phone: (800) 255-2414; Fax: (866) 693-1920; and Email: JPiefke@lexisnexisrisk.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of five (5) calendar years, and shall automatically renew annually, on the anniversary of the Effective Date, until such time as the County no longer utilizes or has need of the provided system and/or services, or as otherwise negotiated and approved by the County, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with RFP No: 18-59, and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Growth Management and Management Information Services Departments or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the System Cost Proposal, as submitted by the Contractor and according to the RFP proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the annual amount budgeted by the St. Johns County Growth Management Building Services Division without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute

the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work; and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Growth Management Department / Building Services Division
Attn: Suzanne S. Konchan, AICP, Growth Management Director
4040 Lewis Speedway
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any

such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

The Contractor shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

The Contractor shall maintain during the life of this Contract, Crime Coverage with minimum limits of \$2,000,000 per occurrence.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected

provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

LexisNexis VitalChek Network Inc.
Attn: Jeffrey B. Piefke, Vice President and General Manager
6 Cadillac Drive, Suite 400
Brentwood, TN 37027

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 -PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 - USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 - SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation;

(2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**RFP No: 18-59; Web-based Payment Processing System
Master Contract No: 18-MCC-LEX-09739**

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Contract Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Name

By: _____
Signature – County Representative

Printed Name – County Representative

Printed Title – County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONSULTANT:

LexisNexis VitalChek Network Inc.
Company Name

Signature – Consultant Representative

Printed Name & Title

Date of Execution

EXHIBIT "A"

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

LexisNexis® VitalChek Network Inc.

Payment Solutions Service Agreement

This agreement ("Agreement") is entered into as of _____ (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and St. Johns County, FL ("Customer") with its principal place of business located at 500 San Sebastian View, St. Augustine, FL 32084.

WHEREAS, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

WHEREAS, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1 attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current Fees are detailed on Schedule 2 attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to

meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer or its employees. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury.
15. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State where Customer is located.

EXHIBIT "B"

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

**VITALCHEK NETWORK, INC.
Paper and Electronic Media Policies**

1.1 Policy Applicability

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

1.2 Storage

1.2.1 Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

1.2.2 Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

EXHIBIT "C"

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Proposed System Costs as submitted in the RFP Package. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

EXHIBIT "C-1"

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

SYSTEM COST PROPOSAL

Web-based Payment Processing System Cost Proposal				
I. Transaction Fee Percentage (%): Input either a proposed flat rate percentage (%) or tiered rate percentages (%) per payment type. If tiered, identify the ranges per percentage rate.				
Payment Type:	Tiered Rate Percentages (%) Transaction Fee		OR	Flat Rate Percentage (%) Transaction Fee
A. Visa	\$ _____ to \$ _____	_____ %	OR	2.4%
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
B. Master Card	\$ _____ to \$ _____	_____ %	OR	2.4%
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
C. Discover Card	\$ _____ to \$ _____	_____ %	OR	2.4%
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
D. American Express	\$ _____ to \$ _____	_____ %	OR	2.4%
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
E. E-Check	\$ _____ to \$ _____	_____ %	OR	Flat \$0.25
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
Additional Fees per Payment Service (if Applicable)		Percentage (%) Per Transaction Fee	OR	Dollar (\$) Amount Per Transaction Fee
F. Web Payment		_____ %	OR	N/A
G. Mobile Payment		_____ %	OR	N/A
H. Kiosk Machine		_____ %	OR	N/A
I. POS		_____ %	OR	N/A

Web-based Payment Processing System Cost Proposal

II. IMPLEMENTATION COST: Includes, but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided.		\$ 2,500.00*
III. ANNUAL MAINTENANCE FEE (TOTAL FIVE YEAR COST): Includes, but not limited to: annual software cost, licensing cost, maintenance and upgrade fees. (Itemize individual annual year costs below)		\$ 2,300.00
Year 1 Annual Maintenance	\$500.00	
Year 2 Annual Maintenance	\$500.00	
Year 3 Annual Maintenance	\$500.00	
Year 4 Annual Maintenance	\$500.00	
Year 5 Annual Maintenance	\$500.00	
IV. HOURLY RATE: For services (i.e. Technical Support, Additional Training, etc.) not included in the Annual Maintenance Cost. Includes any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing additional hourly rate services requested by the County.		\$ 90.00/ Hour

* Includes implementation/setup based on the presented options selected by the County related to the project scope outlined in this RFP. Also includes implementation/setup for any future phases that might include additional payment modes (POS, IVR, kiosk) and/or additional departments/divisions within the County.

EXHIBIT "D"

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

SERVICE REQUIREMENTS

A. GENERAL INFORMATION

St. Johns County is located in the upper northeast part of Florida and its headquarters is in St. Augustine. St. Johns County is soliciting RFP Packages from interested, qualified firms, for the purpose of awarding a contract to a firm to provide the scope of work as provided herein.

The County's finance system utilized is Superior eFinancePLUS 5.1. The County's application system is an in-house developed WATS application for the County's Growth Management Division for tracking Application Submittals and Permitting. Point of Sale (POS) is handled by the in-house developed WATS application.

Anticipated transactions types or services for the solution being sought are: construction applications, permits, and other Growth Management type fees.

B. SCOPE OF WORK

The awarded firm (Contractor) shall be required to provide an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform. St. Johns County (hereinafter referred to as "County") will not collect or store any Login or Credit Card information needed to complete a purchase/transaction. Any collection or storage of Payment data, to include credit card data and Bank account information, if applicable, will take place on the Contractor's site, NEVER being transferred to the County. PCI compliance and SSL certificates will be required of the Contractor.

C. PAYMENT PROCESS WORKFLOW

The workflow for the Web-based Payment System will be as follows:

1. St. Johns County Site Users will select one or more items or services to purchase.
2. St. Johns County Site Users will choose to "Checkout" (make payment).
3. St. Johns County Site Users will be routed via an API call, to a SSL based Secure Contractor site to supply their payment information.
4. St. Johns County Site Users will Enter their payment information on the Secure Contractor's site, and then be automatically returned to the County web site with a transaction ID from which the transaction would be completed via a secondary API call.

D. SYSTEM REQUIREMENTS

The Online (Web-based) Payment System Application API must meet the following requirements:

Integration with Existing County Web Applications

The Online Payment System API must easily integrate with the County's existing Web Applications which are based on a Microsoft .NET platform.

Login/Password

St. Johns County websites occasionally require Login and Password for the purpose of limiting access to certain information and functionality. This security is strictly for the purpose of securing data stored on County servers, and in no way will be connected to, or is to be confused with, the securing of payment information. Therefore, any system using a Single-Sign-On or similar style model, to provide automated login to the processing Contractor's site, directly from St. Johns County sites, will not satisfy County requirements, in the scope of this RFP.

Payment Types

The Contractor must accept a minimum of Visa, MasterCard, American Express, Discover, and have the ability for a user to pay directly via their Bank Account. Contractor's system must allow users the choice of creating an account/logging into to the Contractor's site, where the user's payment information can be stored for future payments, or completing the transaction as a guest. As a guest, users would not be required to create an account or login to pay

by Credit Card.

Payment Processing

The system must be PCI compliant and on a SSL based Secure Contractor site. Contractor is responsible for PCI compliance and SSL certificates. The County will not collect or store any Login or Credit Card information needed to complete a purchase/transaction. Any collection or storage of Payment data, to include credit card data and Bank account information, if applicable, will take place on the Contractor's site, NEVER being transferred to the County.

The Contractor shall provide the tokenization needed to take the County's system outside of the PCI compliance scope.

Transactions/Refunds/Reports

The system must provide an API function for refunding payment for specific transactions, and access to detailed payment transaction reporting. The API must also be able to return a list of all transactions, allowing processed transactions to be automatically compared with the County's internal database of invoice/ticket numbers. This is needed to quickly identify accounting discrepancies in the County's system with the actual transactions that were processed.

Sandbox Environment

The system must provide a Sandbox environment for the purpose of unlimited testing without actual payments being processed.

E. MICROSOFT .NET PLATFORM INTEGRATION

The Online (Web-based) Payment System Application Program Interface (API) must be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform.

Respondents are required to supply, with the submitted RFP proposal, sample programming code demonstrating integration with the Microsoft .NET programming environment, including examples for both a purchase and a refund transaction. All API calls, implementation methods, and code samples must conform to .NET standards, and be well documented.

F. TECHNICAL SUPPORT

Contractor must be able to supply both telephone and email technical support, allowing St. Johns County developers direct access to a computer programmer and/or member of technical staff proficient with actual code integration. Support only provided indirectly through a Project Manager, Account Rep. or any other liaison not intimately familiar with API programming code, will not satisfy County requirements, in the scope of this RFP.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

August 22, 2018

RE: RFP 18-59; Web-based Payment Processing System

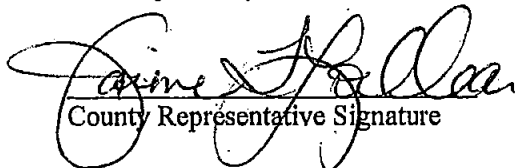
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to LexisNexis VitalCheck Network, Inc. as the top ranked firm under RFP 18-59; Web-based Payment Processing System. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 5:00PM, Monday, August 27, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Jaime T. Locklear, MPA, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us

Date: 8/22/18

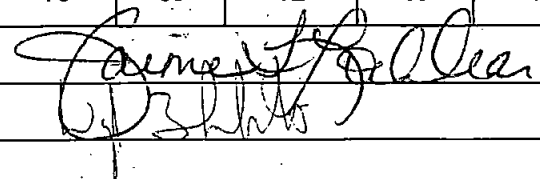
EVALUATION SUMMARY SHEET

Date: July 12, 2018
RFP: RFP 18-59 Web-based Payment Processing System

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER Danny Phillips	RATER Derek Cribbs	RATER Dawn Cardenas	RATER Shawna Novak	RATER Lisa Brown	TOTAL	RANK	COMMENTS
Autoscribe Corporation dba PaymentVision	80	75	79	53	85	372	5	
First Billing Services, LLC	70	85	56	60	83	354	6	
Gila, LLC dba Municipal Services Bureau (MSB)	78	81	83	74	95	411	2	
Hancock Whitney Bank	64	58	68	45	55	290	8	
JetPay Payment Services, FL, LLC	82	65	95	55	91	388	4	
LexisNexis VitalCheck Network, Inc. dba LexisNexis Payment Solutions	83	82	95	90	91	441	1	
NIC Services, LLC	83	60	87	80	84	394	3	
SOURCECORP BPS, Inc. (an Exela Company)	70	60	72	35	76	313	7	

APPROVED: Purchasing ^{Manager} Supervisor
Management Information Systems Director



NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 5:00 PM August 23, 2018 UNTIL 5:00 PM August 27, 2018

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Wylie Thibault, Management Information Services Director
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: RFP 18-59; Web-based Payment Processing System
DATE: July 12, 2018

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Wyl Thibault
Date 08-21-2018
Budget Amount Not to Exceed Annual budgeted Amount.
Account Funding Title 1190-53120 Building Services
Funding Charge Code 1190-53120
Award to LexisNexis VitalCheck Network, Inc.
Award Amount \$2,500.00 implementation cost, plus \$500.00 per year annual maintenance, plus Transaction fees in accordance with RFP submitted system cost proposal. \$90⁰⁰ per hr
ST JOHNS COUNTY
AUG 21 '18
PURCHASING

EVALUATION SUMMARY SHEET

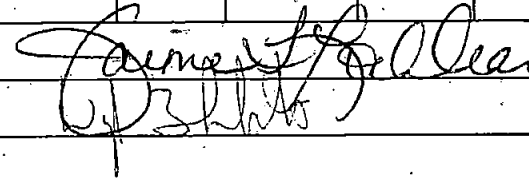
Date: July 12, 2018
RFP: RFP 18-59 Web-based Payment Processing System

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER Danny Phillips	RATER Derek Cribbs	RATER Dawn Cardenas	RATER Shawna Novak	RATER Lisa Brown	TOTAL	RANK	COMMENTS
Autoscribe Corporation dba PaymentVision	80	75	79	53	85	372	5	
First Billing Services, LLC	70	85	56	60	83	354	6	
Gila, LLC dba Municipal Services Bureau (MSB)	78	81	83	74	95	411	2	
Hancock Whitney Bank	64	58	68	45	55	290	8	
JetPay Payment Services, FL, LLC	82	65	95	55	91	388	4	
LexisNexis VitalCheck Network, Inc. dba LexisNexis Payment Solutions	83	82	95	90	91	441	1	
NIC Services, LLC	83	60	87	80	84	394	3	
SOURCECORP BPS, Inc. (an Exela Company)	70	60	72	35	76	313	7	

APPROVED: Purchasing ^{Manager} ~~Supervisor~~

Management Information Systems Director



NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 5:00 PM August 23, 2018 UNTIL 5:00 PM August 27, 2018

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL, AND
ONE (1) EXACT ELECTRONIC COPY TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084**

FULL LEGAL NAME OF COMPANY: LexisNexis VitalChek Network Inc.

MAILING ADDRESS: 6 Cadillac Drive., Ste. 400, Brentwood, TN 37027

CONTACT EMAIL ADDRESS: JPiefke@lexisnexisrisk.com

DATE: 5-24-2018

St. Johns County, Florida

Web Based Payment Processing System (RFP No. 18-59)

June 19, 2018

David C Walton, Strategic Account Manager
LexisNexis VitalChek Payment Solutions
6 Cadillac Drive, Brentwood, TN 37027
(904) 710-1352 Mobile
dwalton@lexisnexisrisk.com

Page intentionally left blank.

Table of Contents

Table of Contents	3
Section 2 – Cover Letter	6
Section 3 – Qualifications and Experience	7
Attachment 3-A.....	7
Attachment 3-B.....	11
Attachment 3-C.....	13
Attachment 3-D.....	15
Attachment 3-E.....	16
Attachment 3-F.....	16
Attachment 3-G.....	17
Attachment 3-H.....	18
Resumes of Key Personnel and Staff	21
Section 4 – Proposal Forms	23
Attachment 4-A.....	23
Attachment 4-B.....	45
Attachment 4-C.....	53
Attachment 4-D.....	57
Attachment 4-E.....	61
Section 5 – Administrative Information.....	63
Proof of Liability Insurance Limits.....	63
Drug Free Work Place Form	64
RFP Affidavit.....	65
RFP Affidavit of Solvency	66
Conflict of Interest Form.....	67
Copies of All Acknowledgements.....	68
Original Signed Documents (Original Copy Only).....	71

Page intentionally left blank.

Section 2 – Cover Letter

June 19, 2018

Diana M. Fye, AS, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Dear Ms. Fye:

On behalf of LexisNexis®, I am pleased to submit our response to St. Johns County Web-Based Payment Processing System, RFP No. 18-59. As a member of the LexisNexis family of companies, we are uniquely positioned from a technological, financial, and experience standpoint to meet or exceed the RFP requirements.

According to the St. Augustine Record, St. Johns County is the 14th fastest growing county in the country. From a commercial and residential land use perspective, such growth is exciting but can present new challenges as well challenging as well. As such, it is clear that the County is taking proactive steps to help improve and streamline growth management operations through technology investment.

Technology innovation will serve as a means to better connect developers, builders and contractors with the growth management services provided by the County. Specific to this RFP, the technology deployed by LexisNexis will deliver the additional step of removing friction points associated with remitting payment for County services; and will help alleviate foot-traffic and mail-in check processing at the County's operational center(s).

LexisNexis® VitalChek Network, Inc. (DBA: LexisNexis Payment Solutions) is a certified payment facilitator with most of our 228 employees located at our main office located at 6 Cadillac Drive, Brentwood, TN 37024. LexisNexis Payment Solutions ("LexisNexis") has provided electronic payment processing solutions since 1987, almost exclusively oriented toward government agencies. Our experience in credit card and electronic check payment facilitation includes more than 2800 government agencies in 48 states, Washington, D.C., Guam, Puerto Rico and American Samoa. LexisNexis maintains Tier 4 data centers and is a certified PCI Level 1 Service Provider. We undertake more than 17 internal, third-party, and independent audits annually. As a result, we maintain strict processes and internal controls to include thorough employee background checks and regular security penetration scans.

Unlike payment gateways, LexisNexis Payment Solutions ("LexisNexis") can provide the County a flexible, reliable, secure and total payment processing system. Our sub-merchant approach not only removes the County from PCI data related scope but we also retain the management responsibility for chargebacks and legal liability for the merchant account(s).

(continued on next page)

We maintain actively involved with the industry. LexisNexis works closely with our acquirers as well as with card issuers to clearly understand the direction in which the card processing regulatory environment is moving and to provide input into the rules governing such changes. We have been a member of the MasterCard Government Services group since its inception and meet on a regular basis with MasterCard executives to discuss and provide input into initiatives in the Government payment processing market. We are actively engaged with MasterCard Government Payment Program stakeholders and participate in technology discussions with department heads at Visa and American Express.

LexisNexis® VitalChek Network, Inc. has never filed an administrative or judicial action with any State agency or State court. Additionally and to the best of our knowledge we are unaware of any filings for administrative or judicial action by LexisNexis Risk Solutions (our parent company) or by RELX Group (publically traded holding company of LexisNexis Risk Solutions).

Thank you for providing us the opportunity to share the details of our service capabilities. Should you have any questions, please do not hesitate to contact me at the telephone or email address provided below. I am fully authorized to speak on behalf of LexisNexis VitalChek regarding our proposed solution.

Sincerely,



David C Walton
Strategic Account Manager
LexisNexis VitalChek Payment Solutions
LexisNexis Risk Solutions
(904) 710-1352 Mobile
david.walton@lexisnexis.com

Section 3 – Qualifications and Experience

Attachment 3-A

ATTACHMENT "3-A"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date
PCI DSS Level 1 Certification; see below.	N/A	Schellman & Company, LLC, a certified Qualified Security Assessor	October 31, 2018 For PCI/DSS verification, refer to the VISA Website, https://www.visa.com/splisting/searchGrsp.do
TN Certificate of Good Standing; see below	Control # 000202512	Tennessee Secretary of State	Perpetual
FL Business License; see below	Document # P36951	Florida Secretary of State	December 31, 2018

PCI DSS COMPLIANCE VALIDATION

The Payment Card Industry (PCI) Security Standards Council (SSC) is an open global forum founded by a consortium of the major card brands. The PCI SSC created and maintains the PCI Data Security Standard (DSS) which encourages and enhances cardholder data security and facilitates the broad adoption of consistent data security measures globally. The PCI DSS Requirements and Security Assessment Procedures set forth 12 PCI DSS requirements, and defines compliance testing procedures, to form a common security assessment tool. The current version of the PCI DSS can be found at www.pcisecuritystandards.org.

This document confirms that Schellman & Company, LLC, a certified Qualified Security Assessor (QSA) Company, utilized these procedures to conduct an onsite assessment for this Service Provider and validated its compliance with the applicable sections of the PCI DSS version 3.2.

SERVICE PROVIDER:	LEXISNEXIS VITALCHECK NETWORK, INC.
SERVICE PROVIDER CATEGORY:	Level 1 Service Provider
SERVICES COVERED BY ASSESSMENT:	VITAL RECORDS AND PAYMENT SERVICES PROCESSING APPLICATION
FACILITIES COVERED BY ASSESSMENT:	Eventwood, Tennessee, El Paso, Texas, Manila Philippines, Alpharetta, Georgia, Boca Raton, Florida
REPORT ON COMPLIANCE VALIDATION DATE:	August 25, 2017

Conditions & Limitations:

- This document is supplemental to the compliance validation services provided by Schellman & Company, LLC and is not a replacement for the official PCI Security Standards Council's templates and forms which have been approved by the payment brands.
- The Service Provider has a perpetual responsibility to maintain compliance with the PCI DSS. Schellman & Company, LLC's Report on Compliance opines on the Service Provider's compliance with the PCI DSS as of a date in time and should not be construed as evidence of compliance for any date, or period of time, other than the Report on Compliance Validation Date.
- Onsite PCI DSS compliance assessments are not designed to detect or prevent criminal activity or other acts that may result in a breach of cardholder data. PCI DSS compliance validation should not be construed as a guarantee or assurance that a Service Provider is unsusceptible to cardholder data breaches.
- The information in this document is provided "AS IS", without warranties of any kind. Schellman & Company, LLC expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.





Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

PAULA JOHNSON
STE. 400
6 CADILLAC DRIVE
BRENTWOOD, TN 37027

May 1, 2018

Request Type: Certificate of Existence/Authorization
Request #: 0275516

Issuance Date: 05/01/2018
Copies Requested: 1

Document Receipt

Receipt #: 004062621

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3729233152

\$20.00

Regarding: LexisNexis VitalChek Network Inc.
Filing Type: For-profit Corporation - Domestic
Formation/Qualification Date: 04/21/1988
Status: Active
Duration Term: Perpetual
Business County:

Control #: 202512
Date Formed: 04/21/1988
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

LexisNexis VitalChek Network Inc.

- * is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 027635321

Phone (615) 741-6488 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

State of Florida Department of State

I certify from the records of this office that LEXISNEXIS VITALCHEK NETWORK INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on December 31, 1991.

The document number of this corporation is P36951.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 17, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of June, 2018*



Ken Detzner
Secretary of State

Tracking Number: CU6095899924

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Page intentionally left blank.

Attachment 3-B**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**Full Legal Company Name: LexisNexis VitalChek Network Inc.**ATTACHMENT "3-B"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes _____ No X _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties:Amount actually recovered, if any: N/AName(s) of the project owner(s)/manager(s) to include address and phone number:
N/A

2. List all pending litigation and or arbitration.

Because of the size and nature of our business, it would be difficult to provide an accurate and complete list of every investigation, litigation, administrative charge, complaint, or other administrative proceeding filed by or against RELX Group. At the present time, LexisNexis VitalCheck, Inc. has no litigation, judgements, claims, (liquidated damages, or other) or arbitration proceedings or suits pending against the firm.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

Case: Government Payment Service, Inc. vs. LexisNexis VitalChek Network, Inc.
Court: United States District Court for the Northern District of Illinois, Eastern Division
Case No: 12 C 1946
Filed: 2012

Nature of Case: Lawsuit brought against LexisNexis VitalChek Network, Inc. by an unsuccessful bidder on an RFP for payment services to Cook County, Illinois
Resolution: LexisNexis VitalChek's motion to dismiss was granted by the Court on May 29, 2012

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

There have been no liens filed against the company in the past seven years.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved _____ satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____

If no, please explain why? _____

No claims have been filed against the company in the last five years.

7. List the status of all pending claims currently filed against your company:

There are no pending claims currently filed against the company.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

(Use additional or supplemental pages as needed)

Attachment 3-C

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

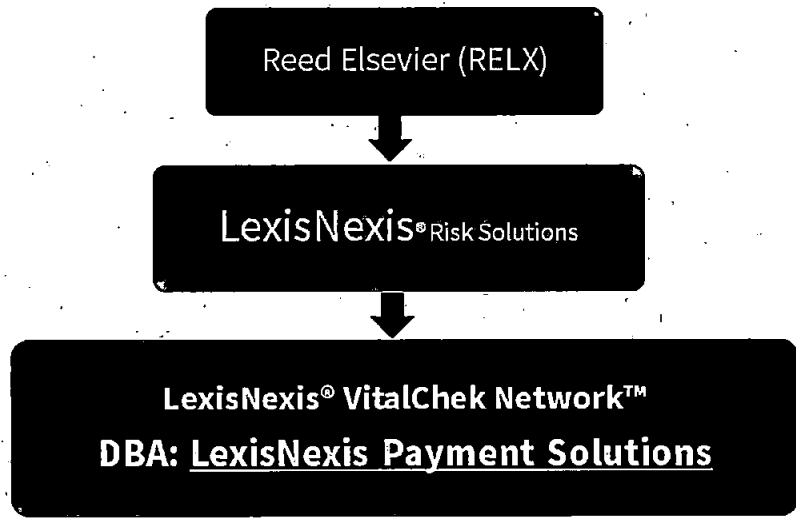
Full Legal Company Name: LexisNexis VitalChek Network, Inc.

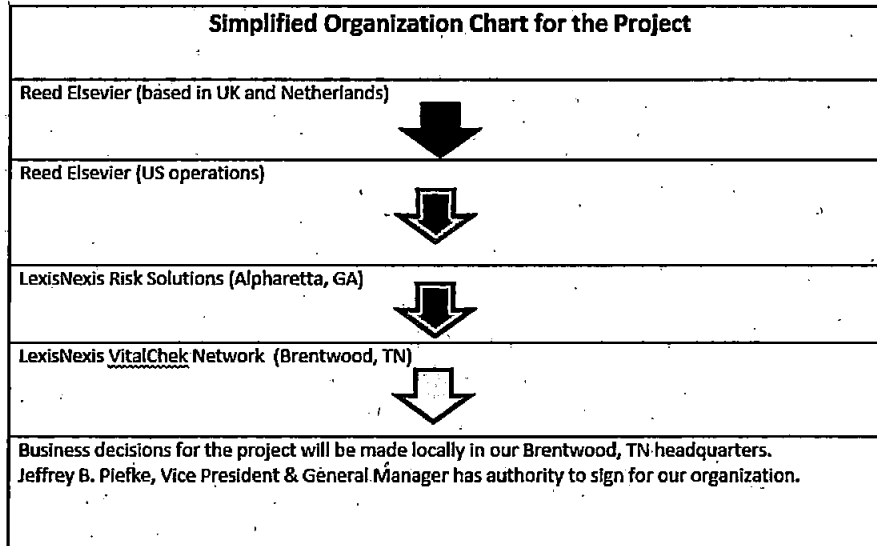
ATTACHMENT “3-C”

COMPANY ORGANIZATION CHART

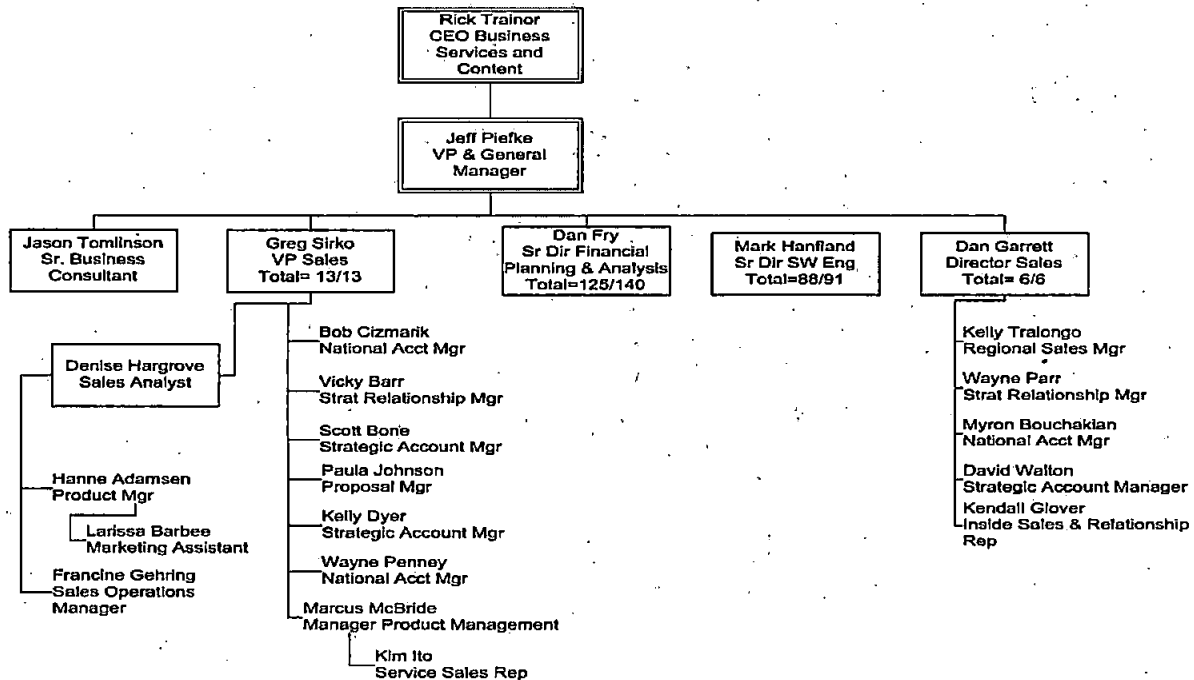
LexisNexis VitalChek – Payment Solutions operates as a division of LexisNexis® Risk Solutions, which is a division of RELX Group. RELX PLC is the London listed holding company for RELX Group (NYSE: RELX). LexisNexis Risk Solutions provides customers with solutions and decision tools that combine public and industry-specific content with advanced technology and analytics to assist them in evaluating and predicting risk and enhancing operational efficiency. [REDACTED]

[REDACTED]





LexisNexis VitalChek – Payment Solutions is managed by Jeff Piefke (authorized to sign all RFP documents and our LexisNexis Payment Solutions service agreement) who reports to Rick Trainor, CEO of LexisNexis Business Services and Content. The senior management team includes Greg Sirko, Dan Fry, Mark Hanfland and Dan Garrett. The organization chart below depicts each senior manager’s role and areas of responsibility.



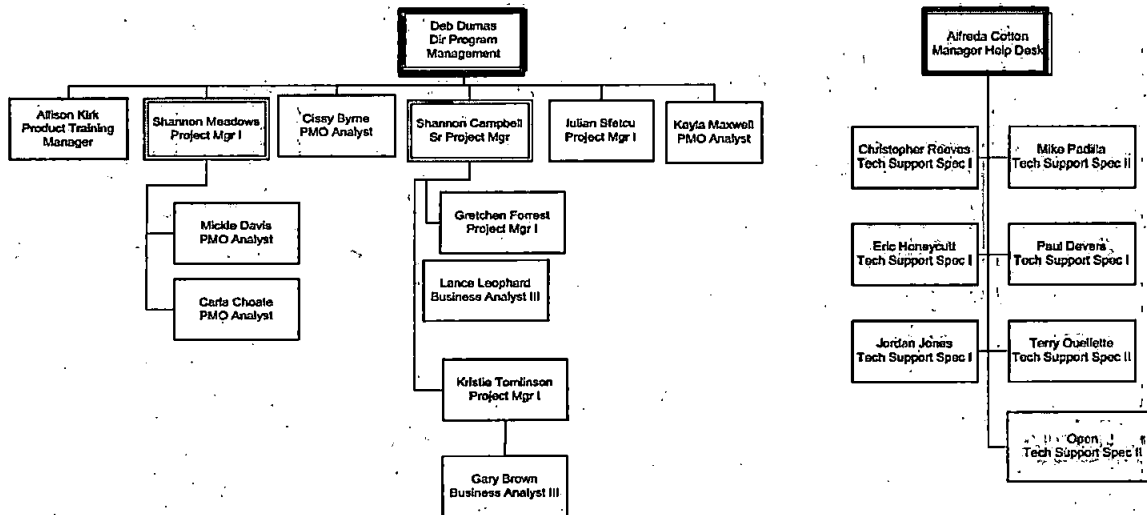
Attachment 3-D

REQUEST FOR PROPOSALS (RFP) NO: 18-59
 WEB-BASED PAYMENT PROCESSING SYSTEM
 Full Legal Company Name: LexisNexis VitalChek Network, Inc.

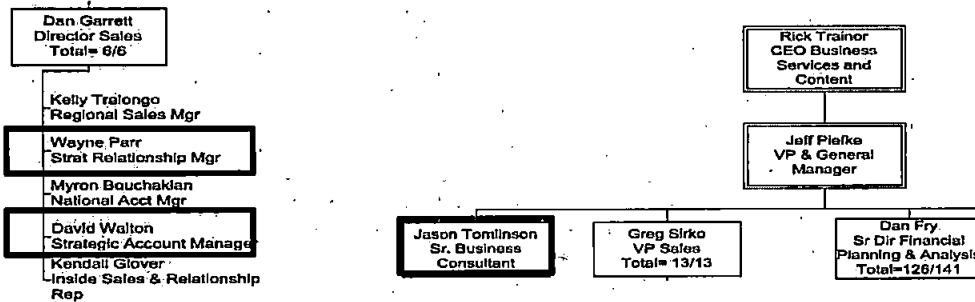
ATTACHMENT "3-D"

PROJECT TEAM ORGANIZATION CHART
 (Attach or insert copy here)

Project Management ("PMO") and Technical Help Desk



Account Team & Integration Consulting Support



The Key Personnel outlined in Attachment 3-E are highlighted in red. In terms of the PMO, this is a shared services (matrixed) organization where resources are assigned as projects are approved to move forward. Upon award and contract execution, Deb Dumas will assign a project manager and a project analyst tasked with completing the project. The project manager is tasked with assigning specific technical resources to the team from software engineering and technical support. Though Jason Tomlinson is not an official project resource he is responsible overseeing all integration projects and is available to the County's technical resources to provide any consulting that may be necessary for developing the County's integration architecture.

Attachment 3-E

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: LexisNexis VitalChek Network, Inc.

ATTACHMENT "3-E"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total Years' Experience	Office Location
Deb Dumas	Project Director	12	17	Brentwood, TN
Wayne Parr	Strategic Account Manager	17	17	Brentwood, TN
Alfreda Cotton	Technical Help Desk Manager	11	11	Brentwood, TN
David Walton	Strategic Account Manager	2	19	St. Augustine, FL
Jason Tomlinson	Integration Consultant	8	15	Brentwood, TN

See "Resumes of Key Personnel and Staff" section for employee resumes.

Attachment 3-F

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3-F"

LIST OF PROPOSED SUB-CONSULTANTS

Each Respondent shall provide any and all Sub-Consultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Consultants are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONSULTANTS

NONE (NOT APPLICABLE)

Attachment 3-G**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM****ATTACHMENT "3- G" (Revised per Addendum 1)****PREVIOUS EXPERIENCE**

(Attach or insert copy here of a written narrative for at least three (3) projects as the lead firm in the last five (5) years where the firm provided a web-based payment processing system)

Virtually all of LexisNexis' existing customers and their specific needs are unique. This means that commercial off-the-shelf or COTS applications cannot address the complete needs of these government agencies.

The case studies that follow represent three of our most recent implementations, though none of them represent our customers domiciled in Florida; however, LexisNexis maintains a strong customer presence within the state. A few key LexisNexis Florida customers include:

- a) Jacksonville Aviation Authority
- b) The 1st, 9th, and 15th Judicial Circuit Courts (with active engagements with the 13th and 19th Judicial Circuit Courts)
- c) Florida Department of Vital Statistics in Jacksonville, along with local health departments within most counties
- d) Sunshine State Tag Agency, LLC

Washoe County, NV

Washoe County, Nevada implemented LexisNexis services county-wide for standard electronic payments; though the county utility required a more feature rich solution. It was the county's goal to provide a self-service platform to their utility customers to view future/pending payments, add one or more payment modes (stored card or bank account) for automatic payments, receive email correspondence on payment activity, and to view historical payment information.

As a result, LexisNexis implemented the Recurring/Schedule payment module to meet all of these needs (see Attachment 4-A; Section A.2 for a full description of this module). The project also involved a conversion of utility customer accounts who were already opted-in for a legacy solutions that was pending a sun-set.

Davidson County

Davidson County, Tennessee (Nashville) boast one of the highest electronic payment adoption rates among all of our sub-merchant customers; and possibly the government merchant services industry at large. To date, the County accounts approximately 52% of its revenue from LexisNexis' electronic payment solutions. The County's primary goal when they awarded this project to LexisNexis was maximizing adoption in every department, maximizing the use of all payment modes (POS, web, IVR, kiosk), and reaching as many citizens as possible.

To assist with this, LexisNexis provided the County marketing and promotion services support via our internal marketing group and via local partners (printed material). Specifically, we provided graphics, copy, and email campaign expertise, though the County controlled the overall campaign message. We

also helped find local minority owned businesses to facilitate the production of all requested printed material. The overall outcome of these activities resulted in maximum awareness of the County's electronic payment capabilities and the associated convenience; as well as an adoption rate that vastly exceeded the original goal of 30%.

Loss Angeles County (California) Sanitation District

LA County Sanitation District is one of LexisNexis' newest customers and is implementing one of our most recent innovations in terms of finding creative ways of using processing technology to meet very unique needs.

LA County Sanitation required a payment processing system to address the logistical process of waste disposal. Specifically, the LA County Sanitation requires all trucks that utilize its waste disposal facilities to be initially weighed and to pay an initial estimated fee for the waste (by the pound). Upon existing the facility, the trucks are weighed again. The different in poundage between the initial weigh and the second serve as the basis for calculating the actual and final fee. Making this process work using credit cards was logistically messy until we presented the following solution.

LexisNexis processes a point-of-sale pre-authorized transaction using a EVM/Swipe POS terminal based on the initial fee estimate amount. Capturing the card information via a POS terminal is important because the card-present qualification minimizes LA County Sanitation's card processing costs. As trucks are weighed a second time LA County employee can finalize the actual fee. They then access a web based virtual terminal that allows viewing and modification of the pre-authorized transaction. The user then adjust the fee, then sets the transaction for final authorization, and prints a receipt or captures an email address for an emailed receipt. This process allows the preferred POS terminal capture of the card information, the ability to adjust the transaction prior to final authorization, and does not require the truck drivers to present their card a second time.

Attachment 3-H

REQUEST FOR PROPOSALS (RFP) NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM ATTACHMENT "3-H" REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

1. Reference Company Name: Cook County (Chicago, IL)

Date(s) of Service: 2011 to present

Project Information (Type of Study): Cook County implemented in a multi-phased project that began with county-wide integrated POS for Cook County Clerk of Courts, Dpt.of Revenue (property and sales tax), Sherriff's Office, Code Enforcement, Building & Planning, and County Hospitals to name a few. Subsequent phases involved

integrated web projects for the same county departments. In particular, Cook County also adopted our stored value (or digital wallet) solutions, Payment Profiles, for departments that deploy host system customer self-services portals that require recurring card and eCheck payments.

Reason for Reference: This multi-phased project demonstrated our ability to manage on-time and quality projects that require extreme attention to detail, diverse project resources (both internally and client-side) across different departments, that have interrelated milestones outside of our control, and that involve seamless integrations into multiple host systems.

Primary Reference Contact Name and Title: David Byrnes, Deputy Chief Information Officer Cook County Treasurer's Office

Contact Phone Number: (312) 603-5005

Contact Email Address: dbyrnes@cookcountytreasurer.com

2. Reference Company Name: Washington Department of Licensing ("DOL")

Date(s) of Service: 2009 to present

Project Information (Type of System): Washington DOL implemented a statewide integrated POS and web for all state licensing offices in the State of Washington. This includes driver's license issuance and renewals, motor vehicle registrations (approximately 200 locations throughout the state) and professional licensing.

Reason for Reference: This project with its multiple locations and products created several challenges, including the development of a live training approach, supplemented with "train-the-trainer" sessions and online help. As well, this DOL's processes and customer satisfaction benefitted heavily by extending payment options via integrated web.

Primary Reference Contact Name and Title: Cindy Cavanagh, Comptroller Washington Department of Licensing

Contact Phone Number: (360) 902-7415

Contact Email Address: ccavanagh@dol.wa.gov

3. Reference Company Name: Kentucky Administrative Office of the Courts ("AOC")

Date(s) of Service: 2008 to present

Project Information (Type of System): Kentucky AOC implemented a statewide integrated POS payment program for driver's license issuance, renewals and replacements, a service offered through the courts in the state of Kentucky. In addition, Kentucky AOC implemented POS and web payments for court fines, fees, document retrieval fees and e-filing fees.

Reason for Inclusion: This implementation was highly complex, in that the AOC did not have a complete statewide accounting system for the individual county courts to utilize. The system had to be developed in a manner that served both the needs of the AOC as an entity and each separate county court system (there are 120 counties participating). Requirements included a complex reporting and payment structure to ensure success. The system

also required integration with the AOC's many internal systems. These successful integrations have led to our adding more products and services to the AOC payment platform.

Primary Reference Contact Name and Title: Sharon Woodrum, Auditing Manager

Contact Phone Number: (502) 573-2350

Contact Email Address: sharonwoodrum@kycourts.net

4. Reference Company Name: Hamilton County Government (Chattanooga, TN)

Date(s) of Service: 2013 to present

Project Information (Type of System): Hamilton County Government implemented POS and web payments county-wide. This included courts, vehicle title and registrations, treasury, building & planning, health, and registrars; to name a few. The County Trustee's primary goal was to enable electronic payments in every department for consistency and maximum adoption.

Reason for Inclusion: In addition to including building & planning, this implementation involved multiple-phases, interfaces, and interdepartmental technical resources; which created levels of complexity that only an experienced project team could successfully overcome.

Primary Reference Contact Name and Title: Gail B. Roppo / Director of Purchasing

Contact Phone Number: (423) 209-6355

Contact Email Address: GailR@hamiltontn.gov

5. Reference Company Name: City of Franklin, TN

Date(s) of Service: 2007 to present

Project Information (Type of System): The City of Franklin implemented POS and web payments for its Water & Sewer Utility Department, Municipal Court, Building and Neighborhood Services Department, and Police Department. This city-wide implementation was delivered in two main phases. At this time the city is currently evaluating our Recurring/Scheduled Payments module for initial use with utility payments.

Reason for Inclusion: While we desired to showcase the versatile nature of our payment solutions, we wanted to be sure to include a customer reference that can speak from a building, residential planning, and permitting perspective.

Primary Reference Contact Name and Title: Lawrence Sullivan, Asst. City Recorder

Contact Phone Number: 615-550-6649

Contact Email Address: Lawrence.sullivan@franklintn.gov

Resumes of Key Personnel and Staff

Debra Dumas, Director of Project Management, will provide executive project leadership during implementation, initiation, planning and execution, and will be the primary contact specific to the overall implementation program. Post go-live will be transitioned into the Operations Support Team and Wayne Parr, Director of Customer Relationship Management, will be responsible for general project engagement and escalation matters. At all times during the project the County will have technical support 24/7/365 from our Technical Help Desk. Resumes of key personnel who will provide services and oversee important aspects of the project are as follows:

Debra Dumas - Director of Project Management

Debra has more than 24 years of technical project management experience and is a certified Project Management Professional (PMP) and certified ScrumMaster (CSM). She has many years of experience in banking applications. Responsibilities include: Managing the Project Management Team with oversight of new project implementations. As PMO director, Debra is currently overseeing a range of internal and external projects. Organizationally, Debra Dumas reports to Mark Hanfland, Senior Director of Software Engineering.

- Years' of experience in payment processing for government: 12
- Education: Madonna University, Livonia, MI, Bachelor of Science in Computer Science
- Professional History:
 - LexisNexis VitalChek Network Inc., Brentwood, TN, Director of Software Engineering 2006 – Present
 - LexisNexis VitalChek Network Inc., Brentwood, TN; Technical Project Director II 2005-2006
 - Affiliated Computer Services, Brentwood, TN; Systems Development Senior Manager 2001- 2005

Alfreda Cotton - Manager, Help Desk

Alfreda Cotton manages a team which addresses technical and IT support requirements and resolves IT-related issues in a timely manner. Responsibilities include: Management of IT Help Desk and facilitating the feedback system for team members on issues such as customer service, communication, and technical skills. Though Alfreda is responsible for ongoing operations for the Help Desk, she participates in our annual level 1 PCI certification activities; as well as several other annual technical audits. Organizationally, Alfreda Cotton reports to reports to Mark Hanfland, Senior Director of Software Engineering.

- Years' of experience in payment processing for government: 11
- Education: Cumberland University, Lebanon, TN
- Professional History:
 - LexisNexis VitalChek Network Inc., Brentwood, TN; Manager Technical Help Desk , 2011 – Present
 - Technical Project Analyst 2007 – 2011
 - Business Analyst 2006-2007

Wayne Parr - Strategic Relationship Manager

Wayne is key to the LexisNexis business and manages our relationships with key accounts. He will oversee the relationship with the County. Wayne has over sixteen years' experience in sales and account management; twelve years' experience in project oversight, management and supervisory duties, excellent communication, people and relationship skills and experience in technology, telecommunications and customer software design. He has led the implementation and training projects for Los Angeles County, KY Administrative Office of Courts, WA Department of Labor and MD District Courts. Responsibilities include: Oversight of new customer implementations and training; handling escalated customer service issues; maintenance of key accounts. Wayne is working two key initiatives with Cook County, IL and Maryland District Courts for ongoing expansion engagements.

- Years' of experience in payment processing for government: 16
- Education: Belmont College, Nashville, TN, Bachelor of Arts
- Professional History:

- LexisNexis VitalChek Network Inc., Brentwood, TN; Director of Relationship Management, 2004 – Present
- LexisNexis VitalChek Network Inc., Brentwood, TN; Account Executive 2001-2004

David Walton – Strategic Account Manager

David Walton has served in the financial services, banking, and technology industries for over 20 years. Prior to this, David served as an officer in the U.S. Army. Responsibilities include: Account management and maintenance of accounts, and sales, support and development of government agency programs including remote and POS systems. In addition to his account management responsibilities, David is currently collaborating with product management to perform research and analysis of proposed future system enhancements and partner integrations.

- Years of experience in payment processing for government: 13
- Education: M.B.A., Jacksonville University and B.S., Brenau University
- Professional History:
 - LexisNexis VitalChek Network Inc., Strategic Account Manager, 2016 – Present
 - TrueIntel Research Systems, Chief Strategy Officer – 2014 to 2016
 - Harris Computer Systems, Director of Business Dev. – 2008 to 2013
 - FIS Global, Director of Sales, 1999 to 2008
 - JP Morgan Chase, Project Manager, 1995 to 1999

Jason Tomlinson – Product Manager and Integration Consultant

Jason is responsible for technical Product management and integration architecture for LexisNexis's. Jason also manages all partner host system integration initiatives and relationships. Jason also assist in managing and planning complex payment services projects and is a certified PMP. He has an extensive background in business and technical disciplines and expertise in designing and implementing effective solutions for challenging projects.

- Years of experience in payment processing for government: 15
- Education: B.S. Marketing, Auburn University and ME Vanderbilt University
- Professional History:
 - LexisNexis VitalChek Network Inc., Manager and Consultant, 2008 – Present
 - Orion Technology, LLC, Owner

Section 4 – Proposal Forms

Attachment 4-A

REQUEST FOR PROPOSALS (RFP) NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

Full Legal Company Name: LexisNexis VitalChek Network, Inc.

ATTACHMENT “4-A”

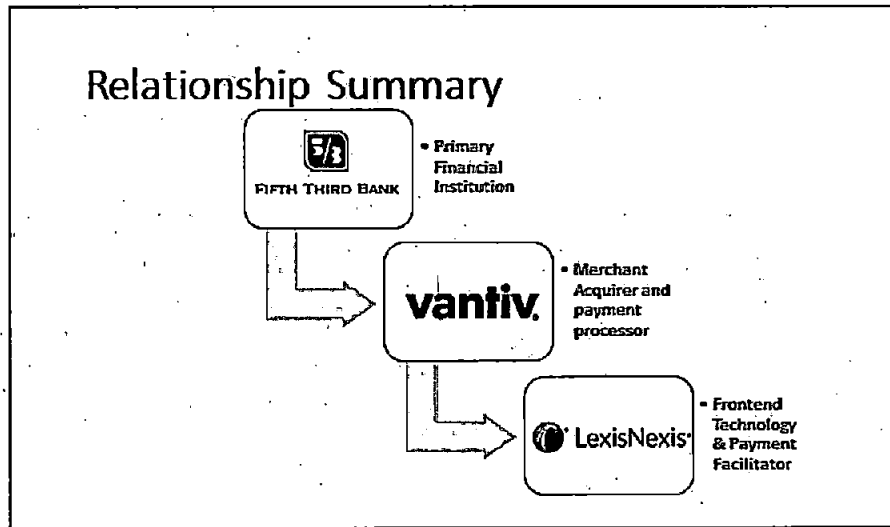
PROJECT APPROACH/ SYSTEM FUNCTIONALITY

(Provide information regarding the following questions based on systems available and capabilities/functionality.)
(Attach or insert copy here.)

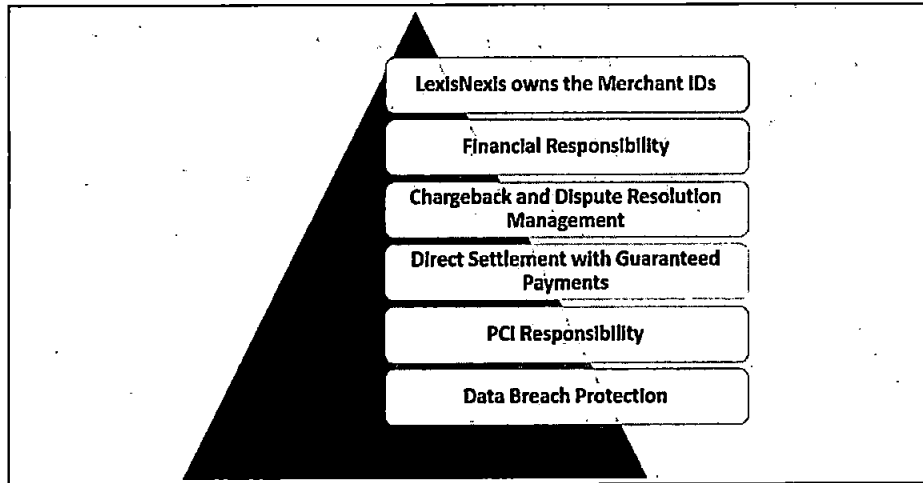
A. Provide a description of systems available and capabilities including, but not limited to:

1. Levels of systems available;

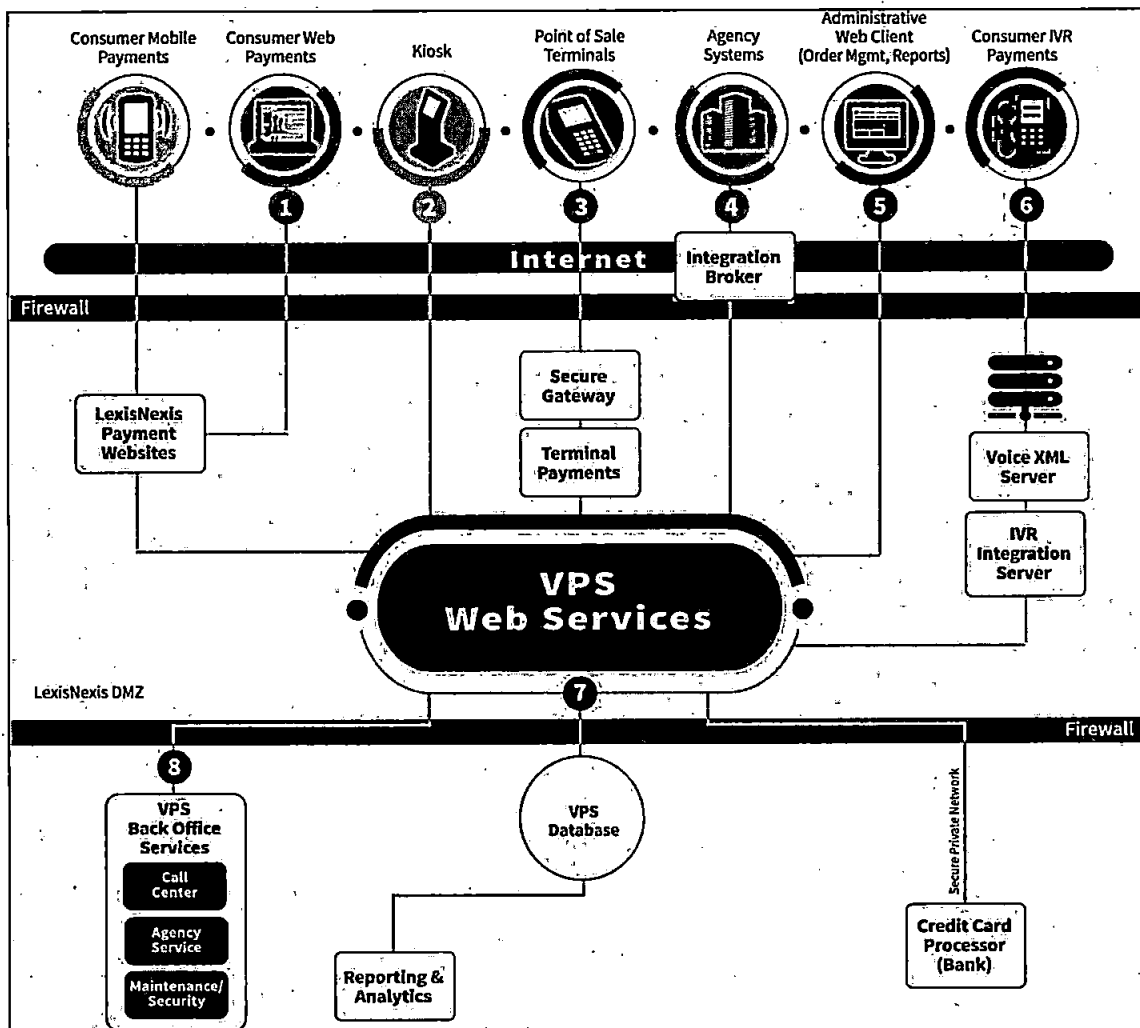
LexisNexis is a certified payment facilitator (“PAYFAC”) for Vantiv. We process all major card types (Visa, Master Card, American Express, and Discover) as well as PIN and PIN-less debit. Additionally, we provide eCheck processing for web payments.



PAYFACs (also known as payment aggregators) are subject to a more rigorous certification process as compared to payment gateways. This enables PAYFACs to maintain registration (ownership) of the merchant IDS and issue sub-merchant ID’s to our customers. This means as the merchant, LexisNexis (rather than our customers) maintains management responsibility for chargebacks and legal liability for fraud, and data compromise risks. Payment gateways are not able to provide this additional layer of protection.



The following diagram provides a graphical depiction of our authorization architecture.



LexisNexis Payment Solutions' service capabilities make an ideal and complete fit for the County's overall electronic payment processing needs. The following list includes key features offered by LexisNexis.

- a) Our ability to effectively support Service Fee and/or Agency Absorbed pricing models. Both pricing approaches include credit card processing, eCheck processing, consolidated reporting, 24 to 48 hour funds settlement, credit card chargeback management services, training, host interfaces, system maintenance, and customer and technical support. As applicable, we supply all necessary software and hardware.
- b) LexisNexis processes all major card types: Visa, MasterCard, American Express, and Discover.
- c) Our Service Fee payment program maintains strict compliance with the rules set forth by the card networks: Visa, MasterCard, American Express and Discover.
- d) LexisNexis takes full responsibility for chargeback management and research; and we ultimately own full financial responsibility.
- e) eChecks (non-guaranteed) are a cost effective alternative to web based credit card payments. The County will be notified and ultimately responsible for any NSF transactions, however, we do not charge NSF fees. Just another cost savings advantage with LexisNexis.
- f) LexisNexis deploys the Verifone VX 520 POS terminal and VX 805 chip enabled PIN pad. Combined, these devices offer the most secure data capture technology and eliminates the need for County employees to physically handle credit cards.
- g) Our web payments is an ideal solution for customers (citizens) who prefer or need to pay online. Our customizable and intuitive web payment pages make it easy for customers to pay their bills using a credit card or checking account. Our solution also allows for customers to pay multiple products in one transaction depending on the County's preferences and card network rules. Upon completing payments, customers will receive an email of their receipt which is sent to the email address provided on the web payment web form.
- h) Our payment websites are mobile ready with Dynamic Screen Scaling for mobile devices. This means our systems dynamically scale web pages to the available screen size to support any mobile communications device. This feature is now present in all newly deployed web applications and has resulted in a significant increase in mobile payments for our supported agencies.
- i) Integrated IVR payments are just another way to allow citizens to pay at their convenience. Our IVR solutions offers all card based payment options.
- j) LexisNexis has developed and maintains thousands of host system interfaces. Our most common integration method involves web post-in/post-backs, web services, SQL stored procedures, and daily batch files and our most common integration host systems are property tax, utility, finance, planning, and cashiering systems.
- k) LexisNexis is Level 1 PCI compliant, eliminating the burden of PCI compliance for the County. Our data security model also eliminates the need for any sensitive cardholder data to reside on or traverse through County computers, servers, and networks.
- l) We deploy the latest industry standard TLS (Transport Layer Security) encryption to protect the data with backwards compatibility all earlier versions as prescribed by PCI guidelines.
- m) LexisNexis provides its agency partners with 24/7/365 toll-free access to its Agency Support Team. The LexisNexis Technical Support Team personnel are specially trained in all aspects of our operating systems, programs, processes and agency-specific configurations and functionality.
- n) Daily funds settlement can be processed same-day (on batches closed prior to 4PM EST), resulting in 24-48 hour final settlement.
- o) Settlements can occur by product, user, source, department or other agency-defined needs.
- p) All payment data is available for viewing immediately following the completion of a payment.
- q) Regardless of source (web, IVR, agency phone, mobile), payment data is stored in a common database which enables consolidated research and reporting.
- r) Our administrative web application (VitalChek Product Suite – "VPS") offers a consolidated view of all payment activity regardless of source and provides multiple security (permission) levels for County users/employees.
- s) As a company that also offers compliance solutions to public and private entities, LexisNexis observes and strictly adhere to federal, state, local laws, and regulatory rules.

2. Differences in capabilities or options available;

All of the electronic payment capabilities listed in the previous item #1 are standard offerings to our customers; however, LexisNexis offers various module solutions designed to enhance the overall payment experience to the end users. This includes the following options:

#	Proposed Optional Service	Description
1	"Remember Me" Logic	"Remember Me" prompts the user to allow LexisNexis to store the entered card or bank account information for future visits. When left unchecked, user information will not be stored for future payments. If checked, the system will need to utilize a unique account number (or other unique key that identifies the WATS application account) to be associated with the stored card information. When the system detects a "Remember Me" account number in the future, it automatically pre-populates the stored card information (the card number is displayed with last 4) or bank account payment information. The user is then prompted to complete the payment.
2	Imbedded Web Payment Profiles (Digital Wallet)	Imbedded Web Payments with Payment Profiles (digital wallet) provides a means where a host system (the WATS application) can facilitate functions like register new account, modify, and process credit cards and eChecks via a surrogate account ID (token) that is utilized for future reference and payments. The same card (or checking account) can be registered for multiple payment accounts and one account can register multiple cards (or checking accounts). This integration method offers maximum seamlessness and convenience to the user; as well as maintaining the desired segmentation of sensitive card information to LexisNexis environments only.
3	Recurring/Scheduled Payments	The Recurring/Scheduled payments module makes it easy for end users (customers) to register for recurring or scheduled web payments. Whether scheduled payments, recurring payments or a combination of both, this module provides the right fit for these types of needs. This includes features like secure registration, user validation prior to registration confirmation, email notification processes (pending payments, authorized payment, expiring payment mode), and all customer assistance handled by LexisNexis support. User can cancel any pending payment prior to the execution date and similar to Payment Profiles, users can register multiple cards and multiple host accounts.
4	Text Notifications & Text-to-Pay	If Payment Profiles and/or Recurring/Scheduled Payments are implemented, the County is given the option to add Text Notifications functions to the standard email correspondence related to both modules. If enabled, the end user is prompted to opt-in to Text Notifications and must enter a valid formatted mobile phone number. Text Notifications include correspondence like pending payments, expiring cards, and changes to end user accounts. As well, all pending payment notifications invite the user to reply with a short code that facilitates immediate payment using the primary stored payment mode.

3. Limitations of available systems;

We have not identified any particular limitations to our solutions that not already consistent with the electronic payment industry at large. In fact, we've designed our processing model and technology to address the unique needs of government merchants, beyond what can be offered by banking merchant services and payment gateways. However, as a PAYFAC we are required to originate and maintain all sensitive cardholder information within our technical infrastructure. Key implications related to this requirement include:

- a) LexisNexis cannot install any card processing software locally on county servers or computers.
- b) All API provided for the County's use cannot expose to the County to any sensitive cardholder information.
- c) LexisNexis cannot provide the County any API that requires the County to capture, store, handle, and/or transact sensitive cardholder information with our systems. Such capabilities generally are provided by payment gateways; however, as a PAYFAC and assignee of the related merchant IDs, LexisNexis is prohibited from exposing such functions and sensitive data to our sub-merchants (the County).

4. Technical assistance available, identify levels of assistance.

During the implementation process the County will always contact their assigned project manager or the project management director. After the 30 day post production transition period any issues will be directed to the Technical Support Helpdesk. Additionally, each customer is provided our prescribed escalation procedures should there ever be a situation where escalation is needed.

Name	Email/Hours	Phone
Technical Support Helpdesk	7 am – 9 pm CT after hour support 24/7	Phone: 866.628.9244, <i>option 3</i>
Alfreda Cotton, Manager of Technical Helpdesk	acotton@vitalchek.com	800.669.8313 ext. 6833 615.268.9061 (cell)
Cindy Morgan, Manager of Network Operations and Business Unit Compliance	cmorgan@vitalchek.com	800.669.8313 ext. 6811 615.364.2484 (cell)
Wayne Parr, Director, Customer Relationship Management	wparr@vitalchek.com	800.669.8313 ext. 6822 615.260.2363 (cell)

LexisNexis will evaluate each reported problem and assign a severity based upon its evaluation: 1 (High); 2 (Medium); 3 (Low). In general, Severity Levels are often defined as below:

Severity 1 - Critical issues that halt or significantly disrupt the system and/or product operations, or prevent use of the LexisNexis system and/or product; this includes an inoperable POS terminal. Impacting revenue. LexisNexis will acknowledge receipt of a reported problem within 1 hour of receiving notification. LexisNexis' management will be notified of a Severity 1 problem within 1 hour after the problem is identified. LexisNexis will provide follow-up status within 2 hours of receiving notification. LexisNexis will attempt to resolve the problem as quickly as possible and provide periodic updates until all issues are resolved.

Severity 2 - Important issues that disrupt or interrupt system and/or product operations, or prevent use of some system and/or product functions or features. Functionality impaired. LexisNexis will acknowledge receipt of a reported problem within 1 hour of receiving notification. LexisNexis' second-level support will be notified of a Severity 2 problem within 1 hour after the problem is identified. After second-level support is notified, management is also

notified. LexisNexis will provide follow-up status with four hours of receiving notification. LexisNexis will attempt to resolve the problem within 72 hours.

Severity 3 - Minor issues unrelated to system operations that may or may not impact use of non-essential LexisNexis product functions or features. The product still performs its primary functions. LexisNexis will respond within 1 business day of receiving notification and identifying the problem. LexisNexis will attempt to resolve a Severity 3 problem within 5 business days.

Additionally, any payment and payment website related issues experienced by the County's citizens can be addressed by contacting LexisNexis Customer Service. Our customer support representatives can assist County's citizens on matters relating to browser connectivity issues or card/eCheck authorization problems or questions.

Name	Phone	Email	Hours
Customer Service Support	Phone: 866.628.9244, <i>option 2</i>	paymentsolutions@lexisnexis.com	24/7/365

5. Describe any required hardware to accompany your solution.

There is no client-side hardware required for remote payments (web, IVR, and phone (virtual terminal)). Should the county desire to expand the use of our services to include in-person payments, there would be a requirement for POS hardware and/or kiosk hardware.

6. Is specialized software required on County Computers? If so, describe details of hardware, and operating system platforms.

There is no specialize software required to implement our services. Services

B. Answer the following regarding system functionality for the systems available:

1. How does the workflow of the system function; that is, does it meet the workflow requirement as identified in Part III.C of the RFP. List the steps involved for web-based payment processing.

LexisNexis' solutions provide customers a customizable solution that can be tailored to many unique workflow requirements. As such, our solutions will meet the Payment Process Workflow outlined in Part III, Section C. in the RFP.

Item # 3 and 4 of Section C. can be achieved using our standard payment website with active "Remember Me" logic (recommended) that stores one payment mode for future use. Alternatively, if the County desires a stored value solution where cardholders can store multiple payment cards (or bank accounts), then our standard payment website deployed in conjunction with Payment Profiles (see description in Section 2 of this Attachment) becomes a more appropriate solution. The process flow matrix below based on our recommended option:

Process Item#	Process Description from Part III, Section C.	Affected Environment	Explanation.
1	St. Johns County Site Users will select one or more items or services to purchase.	In-house developed WATS application	We assume this capability already exist and serves as a prelude to Process Item #2.
2	St. Johns County Site Users will choose to "Checkout" (make payment).	In-house developed WATS application	To be developed by County – clicking the "Checkout" button initiates a redirect from the WATS application to a secure LexisNexis URL via a web form post. This form post will contain key elements to pre-populate a customized web form used to complete a payment. Additionally, the web form post will include unique identifier (account number, token, or GUID) to be used to facilitate a web post-back upon completion of the payment.
3	St. Johns County Site Users will be routed via an API call, to a SSL based Secure Contractor site to supply their payment information.	Standard Payment Website with "Remember Me" Logic	To be developed and configured by LexisNexis – the WATS application web form post-in will present to the user a secure customized County branded payment web page where card or bank account information can be entered. The user will be prompted to check "Remember Me" for storage of card or bank account information for future visits. If left un-checked, user information will not be stored for future payments. If checked, our system requires a unique account number to be associated with the stored card. When the system detects a "Remember Me" account number in the future, we automatically pre-populate card (displayed with last 4) or bank account payment information.
4	St. Johns County Site Users will Enter their payment information on the Secure Contractor's site, and then be automatically returned to the County web site with a transaction ID from which the transaction would be completed via a secondary API call.	Standard Payment Website with "Remember Me" Logic	To be developed by LexisNexis and County – Upon entry and completion of the payment the County workflow option 1 can immediately perform a web post-back with redirect where the WATS application presents a digital receipt OR option 2 where the users is presented a receipt/conformation page prior to being prompted to click a button that redirects back to the WATS application.

Additional considerations include the County's preferences on error handling workflow. LexisNexis provides configuration settings on how many times a user can be prompted to enter a valid card that can be successfully authorized before being redirected back to the County's WATS application for further instructions.

Finally, should the County determine that the Standard Payment Website used in conjunction with Payment Profiles is the preferred option, the process workflow and underlying integration will function mostly the same. Key differences involve the following:

- a) The WATS application must prompt the user to determine if they desire to make a one-time payment or want to register a stored card for current and future payments.
- b) Depending on the end user's preference, the web post-in URL will differ.
- c) End users who want to register a card for the first time must initially register a new account and store at least one (1) payment method. If multiple methods are stored, the user is prompted to pick a primary method.
- d) Upon registration completion, the WATS application will be passed a generic token to be used to authorize payments on the primary payment mode.
- e) End users will receive email notices on matters related to their stored payment mode(s), e.g. authorized payments, expiring stored cards, and general confirmations of account changes (like switching a primary card).

2. Describe the security process for customer login for the system.

"Remember Me" logic does not require user authentication. This feature deploys a convenience function at the request of the user to store and pre-populate card information for subsequent visits.

Should the County opt for Payment Profiles, user authentication is necessary to enter card or bank account information has not yet recently been used to facilitate a payment.

As such, users be prompted to complete the following steps to create a valid account profile:

- a) Enter first name, last name, email address, and desired password.
- b) Complete registration validation via an email that is immediately sent to the email address. LexisNexis is required to verify that all email addresses associated with profile accounts are valid.
- c) Once the account is validated, the user is prompted to acknowledge standard industry terms of use.
- d) Setup security questions that help facilitate self-service password resets or user verification on support calls.

3. Is the system Level 1 Payment Card Industry (PCI-DSS) compliant?

Yes. See PCI Level 1 certification information in Attachment 3-A.

To protect the data of both our government customers and consumers, we go "above and beyond". LexisNexis VitalChek Payment Solutions operates **Tier 4 data centers** and dedicates over 3,000 man hours per year to our SOC Audits and more than more than 9,500 man hours per year NIST Compliance. We undertake 17 independent audits annually that deal with levels of data and physical security.

Audits and Compliance – We are a PCI Level 1 Service Provider and also undertake more than 17 internal, third-party, and independent audits annually, including the American Institute of Certified Public Accountants (AICPA) **SOC 1 and SOC 2 Reports**. The (AICPA) has established guidelines that demonstrate best practices in a company's financial and operational controls.

5. Provide a detailed explanation of your company's standards and provisions for PCI Compliance.

LexisNexis is a PCI-DSS Level 1 compliant service provider that strictly adheres to the substantial industry security and confidentiality standards that must be maintained. LexisNexis conducts all transactions in full compliance with PCI related standards and practices.

Online Security Measures - LexisNexis solutions are implemented with 256-bit TLS (Transaction Layer Security) 1.3 and is backwards compatible with TLS 1.0, 1.1. The earlier SSL security protocols have known security risks that cannot be effectively mitigated, and thus is no longer supported per recent PCI guidance.

Unauthorized Access Prevention - LexisNexis adheres to strict programs that comply with industry accepted technical, procedural, and security requirements and controls. The breadth and depth of LexisNexis practices encompass computer, communications, personnel, physical, procedural, and training considerations and the use of administrative, physical, and technical safeguards as well as numerous internal controls to protect and prevent unauthorized access to sensitive information. These policies are reviewed regularly in light of changing legal, regulatory and operational environments as well as to address new and emerging threats.

Risk-Mitigation Framework – We promote the responsible use of information by employing a risk-management framework for privacy, physical security, information and compliance. This framework is based on ISO 27002 and includes administrative, physical and technical safeguards designed to protect personal credit card information collected from consumers. Continuous security controls and enhancements are also key components of our privacy, security and compliance framework.

Training, Communication, Outreach and Transparency – We are committed to keeping both internal and external stakeholders informed about what we are doing to respect privacy and keep their information secure. Our employees receive mandatory training with assessment and are educated about their obligations relating to privacy, security and compliance.

Policies, Standards and Guidelines – Strict policies, standards and guidelines through the company govern data access, protection, transport, restriction, retention, deletion and classification for customers and employees alike. These policies are reviewed regularly in light of changing legal, regulatory and operational environments as well as to address new and emerging threats.

Minimized PCI Scope - LexisNexis addresses minimizing the County's PCI scope in two ways. First our technical architecture fully segments sensitive PCI information into our PCI Level 1 certified environments. Second, LexisNexis serves as the merchant of record in accordance to our PAYFAC status with Vantiv and our other acquirers (Global Payments and Elavon). As a sub-merchant, the County will bear no legal or financial responsibility for the merchant accounts used to process the County's payments.

6. What is your company's policy on security breaches or loss of information? How does your company respond to a security breach?

LexisNexis has developed a comprehensive Information Security Breach Response and Notification Policy that sets forth the LexisNexis requirements for notifying consumers and other parties (e.g., law enforcement, credit bureaus, data vendors, customers) in the event of a security breach involving consumer sensitive personally identifiable information, LexisNexis Payment Solutions will comply with state laws that require the notification of consumers in the event of a data breach. In addition, the Company will comply with customer contracts that require timely customer notification in the event of a data beach (to the extent such notice does not conflict with established legal requirements).

We invite you to take a look at LexisNexis Privacy Principles and Privacy and Information Security Good Practices at our special Web site, <https://www.lexisnexis.com/en-us/privacy/data-privacy-principles>. The site also details what we have done, and are doing, to protect data and personal privacy.

6. What payment services does the system provide?

Payment Services	X
Web Payment	X
Mobile Payment	X
Kiosk Machine	X
POS	X

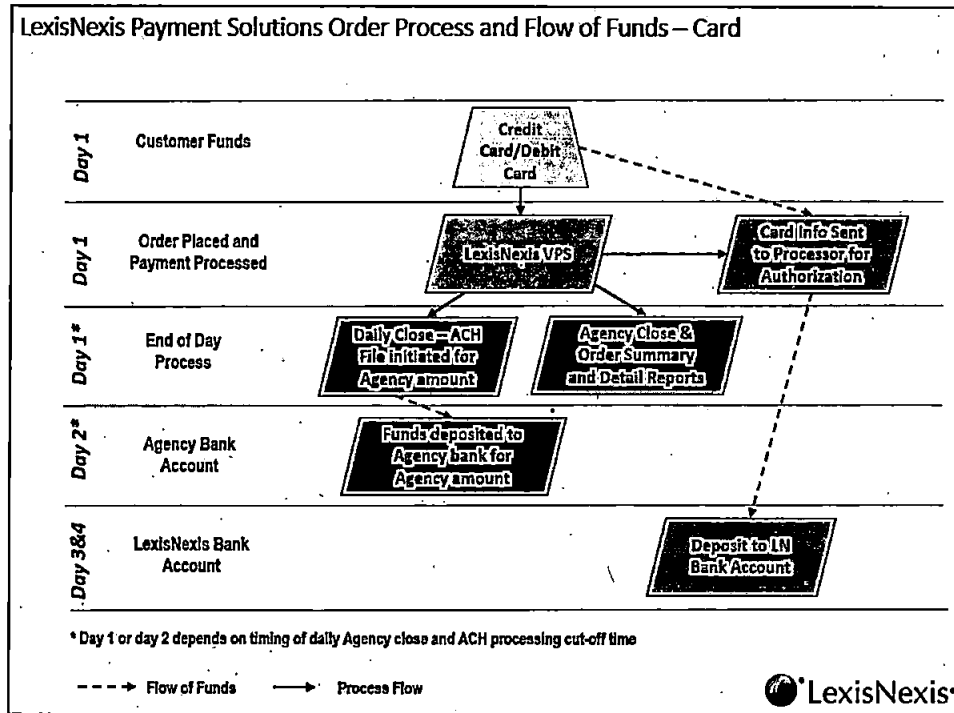
7. What forms of payment does the system accept?

Payment Types	X
Visa	X
Master Card	X
Discover	X
American Express	X
E-Check (checking/savings)	X

8. Does the system provide electronic fund transfers to Bank of America? What is the timeframe for fund transfers for transactions? Please list all major banks the system is capable of providing electronic fund transfers.

Yes, LexisNexis offers same-day settlement processing (on batches that close prior to 4PM EST) to all US based financial institutions, including Bank of America. Facilitating ACH settlements (governed by NACHA rules) requires the standard routing and account number(s) for the deposit account(s) the County chooses. Settlements can be processed into one or multiple bank accounts – even across multiple financial institutions.

In order improve deposit reconciliation processes, LexisNexis provides one deposit that matches the expected batch total. See the flow diagram below for a visual depiction of this process.



9. How does the system deposit the funds electronically? As a single transaction, or multiple transactions based on payment type?

Funds are deposited via NACHA formatted ACH. The County has the ability to establish business rules to facilitate one single deposit, multiple deposits by product/service (or payment type), by business unit (department), by user (when accepting via POS), by payment mode (POS, web, IVR, kiosk), by physical location (when accepting via POS or kiosk), and by multiple combinations of these criteria.

10. Are system users able to create an account and store payment information?

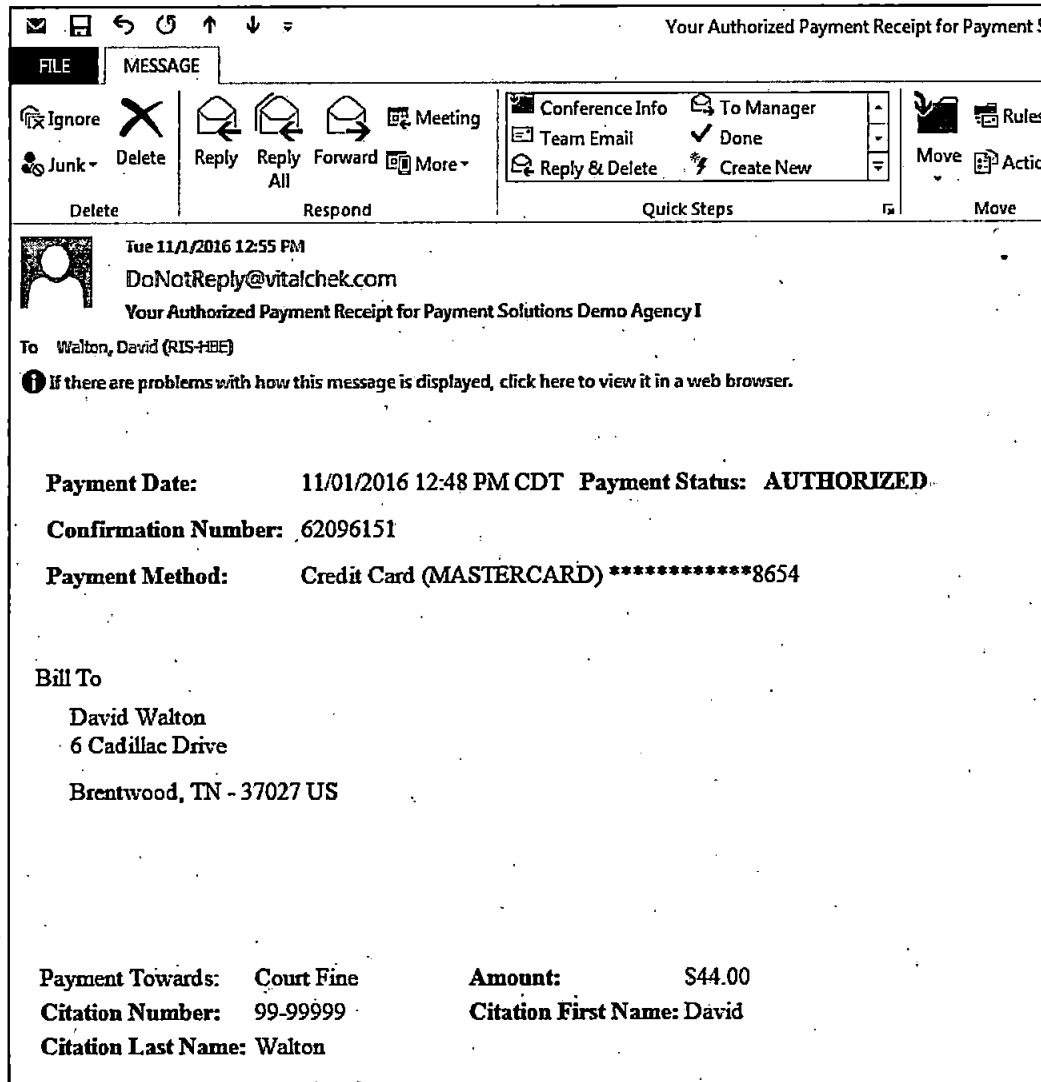
Yes, see description of Payment Profile in Attachment 4-A, Section A.2 and Section B.1, and B.2.

11. Can a system user process payment as a guest without establishing an online account (on-demand payment)?

Yes, see solution recommendations in Attachment 4-A, Section B.1.

12. Is the system user issued a receipt and confirmation number via email when completing a payment?

Yes, depending on the County's implementation preferences, a receipt can be rendered within the browser upon completion of the payment for immediate printing and a copy of the same receipt can be emailed to the email account entered prior to completing the payment. Digital receipts are also customizable to meet the specific needs of the County. See the sample email image below:



13. Does the system provide real-time post back processing?

Yes, see solution recommendations in Attachment 4-A, Section B.1 and sample code in Attachment 4-B, Post Back Sample Code.

14. Does the system provide an API function for refunding payment for specific transactions, and access to detailed payment transaction reporting?

Response to 14a. - Yes, LexisNexis provides a means to process payment refunds; however these methods are not available via "remote" API. Voids or Refunds can be processed by County users with the proper security permissions using the administrative web application (web API) called VitalChek Product Suite ("VPS"). VPS can facilitate reversals for all transactions regardless of their sources (POS, Web, IVR, and Kiosk). See the screen sample that follows this paragraph. Additionally, transactions in batches that have not been closed and processed for settlement can be voided directly from the POS terminal. For clarity, voids are performed on transactions that have not been settled and refunds occur on transactions that have been settled.

LexisNexis® Payment Solutions

Quick Search Client ID david.walton@lexisnexis.com

Orders ▾ Fulfillment ▾ Closeout ▾ Reports ▾ Dashboard ▾ Payment Solutions Demo Agen. (34031) ▾

Order: 20010560

Order Details Correspondence Order Summary Comments

Order Details

Line #	Product	Price	Reference #
1	Water Bill	125.00	12345

Payment

#	Type	Amount	Card/Acct	Last Name	First Name	Status
1	CC	127.50	MC 0248	Tomlinson	Jason	Authorized

Status

Order Open
 Payment Paid in Full

Source Web

Fee Data

Agency	125.00
Expedite	0.00
Misc	0.00
VitalChek	2.50
Shipping	0.00
Other	0.00
Total	127.50

Update/Save
 Print Receipt
 Void
 Copy

Response to 14b – Yes, LexisNexis provides multiple means of checking/verifying the status of a historical transaction. The web API within VPS provides both metadata based and specific search criteria for viewing historical payment transactions. See the screen sample that follows this paragraph. The payment transactions returned by a query can expanded via the Order Number hyperlink to view details. Additionally, LexisNexis provides remote API functions for the same payment transaction queries.

LexisNexis® Payment Solutions

Quick Search: Client ID: david.walton@lexisnexis.com

Orders | Fulfillment | Closeout | Dashboard | Next Generation POS - Demo (25443)

Search Order

Bill To: Last Name First Name
 Ship To:

Card Type: All Last 4:

Order Number:
 Search Days: 31
 Reference #:
 Email:

Advanced Criteria

Order Status: All
 Payment Status: All
 Order Source: All
 Operator: All
 Order Date(s): Apr 1, 2016 to Apr 27, 2016
 Ship Method: All
 Product: All

Exclude Closed, Canceled and Declined Orders

Today
 Yesterday
 Past 7 Days
 Current Month
 Previous Month
 Specific Date
 All Dates Before
 All Dates After
 Date Range

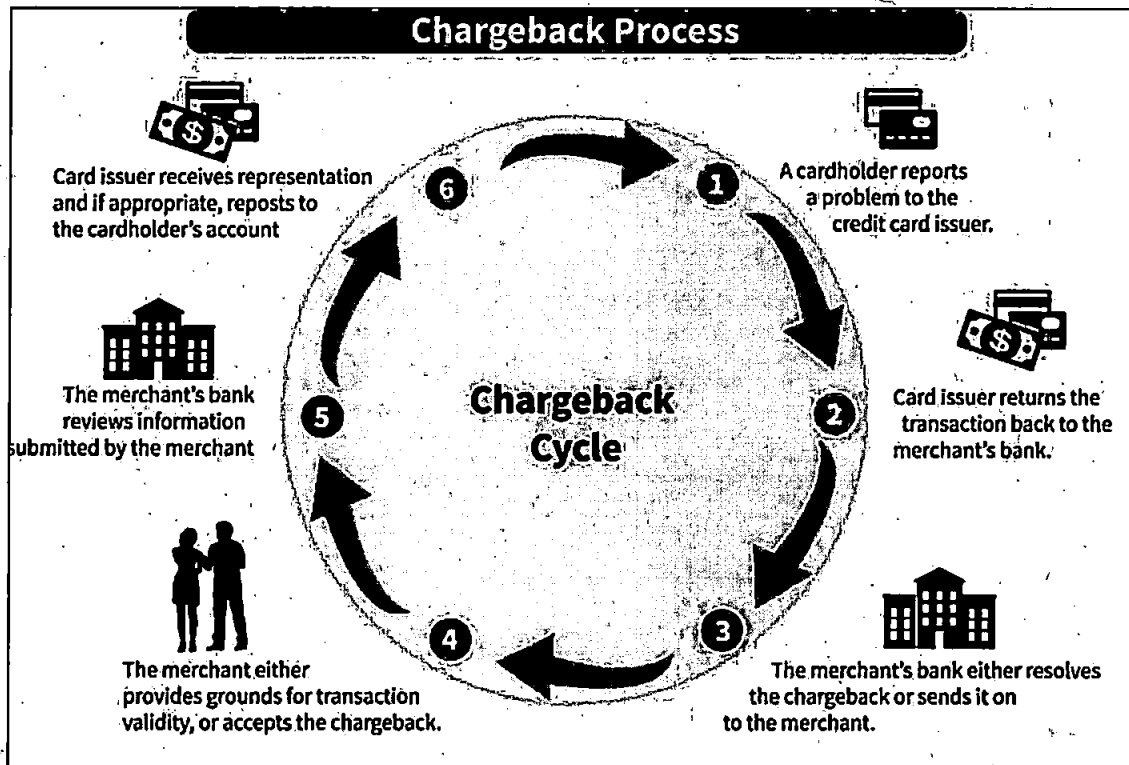
Page 4 of 15 (Total Records 58)

Order Number	Order Date	Order Status	Payment Status	Product	Reference #	Bill To	Bill To Phone	Agency Amount
50017186	04/26/2016	Open	Refunded	Citation	123	LEXISNEXIS VITALCHEK NETWO		\$1.25
50017052	04/22/2016	Open	Refunded	Citation		LEXISNEXIS VITALCHEK NETWO		\$20.00

15. Describe how voids, refunds, chargebacks, or credits are handled by the system. How is the County notified of changes to a transaction?

Voids and Refunds – See Attachment 4-A, Section B-14.

Chargebacks - Customer initiated refunds are called chargebacks. As a PAYFAC LexisNexis takes full responsibility for chargeback management and research. LexisNexis will notify the County immediately of all chargebacks via phone and email, and will coordinate with the County to determine financial resolution of all completed chargebacks. The County will not be required to manage any aspect of the chargeback process. Please refer to the graphic below for a graphical description of our process, keeping in mind that LexisNexis is the registered merchant and the County is designated by LexisNexis as the sub-merchant.



Credits – In general, LexisNexis offers our customers two methods for settling refunded transactions (note - voids have not yet settled and are treated as if they never happened from a daily settlement perspective). This includes either separate invoicing or net-settlement of a future ACH deposit; whichever works best for the County's business practices.

16. Describe your dispute resolution procedures for payment transactions.

See the "Chargebacks" portion in the previous item #15.

17. Is the system capable of returning a list of all transactions to allow processed transactions to be automatically compared with the County's internal database of invoice/ticket numbers?

Yes, via a custom formatted daily export (import from the County's perspective). LexisNexis can deliver a daily formatted settlement file(s) that contains all payment transactions from the previous processing period (all recently closed batches). The file can be delivered via SFTP to a folder/drive location of the County's choice. Many of our clients deploy a basic executable program that periodically searches for new formatted files. When detected, the executable program executes a routine that facilitate an automatic import into a host system. Once processed into the host system, auto reconciliation capacities can quickly verify a complete match OR notify the proper parties of all exceptions.

18. Does the system (Web Portal) provide the following key features:

Key Features	X
Reports by month, year, specific date	X
Transaction query	X
Download to csv or xls	X
Flexible filed data choice	X

19. Provide downtime statistics and communication protocol when the system is down.

LexisNexis guarantees 99.5%% up time for our services. LexisNexis has exceeded that threshold during 2017 and every year for the last several years.

Given the redundant (load balanced) nature of LexisNexis' environments there is very little chance of an unplanned disruption. In the event there is a disruption detected by the LexisNexis NOC, all customers (established primary technical contacts) are notified immediately. There are also no regular planned system downtimes. Should there be a maintenance update that will cause downtime for SCC, such an event would occur during off-peak hours and SCC will receive at least 24 hours advanced notice. A sample notice for a non-card processing solution has been included below:

MAINTENANCE NOTIFICATION

As part of our commitment to providing exceptional services to our customers, we will be conducting a failover test of our alternate data center for specific applications including UPS Connectship. During this test, we will failover applications to our alternate data center, complete standard functionality testing, and fail each back to our primary data center. While we plan to have as little production impact as possible, there may be some periods of service availability disruptions during this maintenance window as these systems are failed over for testing. UPS label and manifest generation may be briefly interrupted.

Scheduled start: 12/12/17 at 10:00 PM CST

Scheduled stop: 12/13/17 at 1:00 AM CST

System(s) Affected: UPS Connectship

Expected impact: Brief interruption of service may occur.

20. Does the system provide a Sandbox environment for the purpose of unlimited testing without actual payments being processed?

Yes, the County will be provided an ongoing UAT environment to be used for the purposes of on-going training, to test new customizations, and to test different user defined configuration options. This this environment will be initially mirrored after the final environment that becomes production.

21. Describe your firm's training and implementation approach.

Implementation to Meet Project Deliverables

For typical projects the implementation phase consists of project initiation and planning, execution, and closeout. Below is a brief description of high-level activities in each of the phases.

Initiation and Planning

During this phase, the LexisNexis IT Project Manager (PM) holds the project kickoff meeting. The LexisNexis PM will work with the County to define/confirm and document project scope, deliverables, high-level milestones and timeframes, assumptions and project team members. Additionally, the LexisNexis PM will be responsible for documenting roles and responsibilities, the agreed-upon communications plan, the finalized project schedule for each of departments involved, the change management process, and the issues management process. The County will be responsible for providing business resources to participate in the project, providing answers to business-type questions, assist in the coordination of LexisNexis's project activities (as needed), and to review and approve deliverables, where applicable.

Execution

This phase includes requirements gathering, analysis, systems development, testing, configuration, implementation, and training. The processes and deliverables will be monitored for quality purposes, to ensure that the established standards are being followed. During this phase, the change management process will be utilized to control changes to scope and schedule. Issues will be tracked and reviewed in the weekly project meetings as part of the issue management process. Risks will be regularly monitored, reviewed, and reported through the risk management process. Weekly status reports will assist in keeping all parties informed as to the progress of the project. The project schedule will be closely monitored to ensure that the project timeline is on track.

Scrum Methodology - LexisNexis's development methodology is also utilized in this phase. We have adopted Scrum as our Agile Development Methodology of choice and have project managers that are Certified Scrum Masters (CSM). This methodology involves organizing into cross-functional development teams, comprised of business analysts, developers, project managers, and quality assurance testers from LexisNexis. Work is planned in three-week increments called sprints, and is comprised of specific tasks to be completed within the sprint. Daily scrum meetings are held to report on work that was accomplished the prior day, review work scheduled for the current day, and to discuss any issues or items that impede the progress of the scheduled tasks. These meetings encourage open and timely communication within the team and provide a fluid and streamlined approach to application development. In addition to overall project management, LexisNexis will be responsible for analysis, design, development, testing, configuration, implementation, and training of the solutions agreed upon in the planning phase. The County will be responsible for reviewing and approving the deliverables at various points in the project, and providing the necessary business guidance to enable LexisNexis to provide the optimal business solution.

Close Out

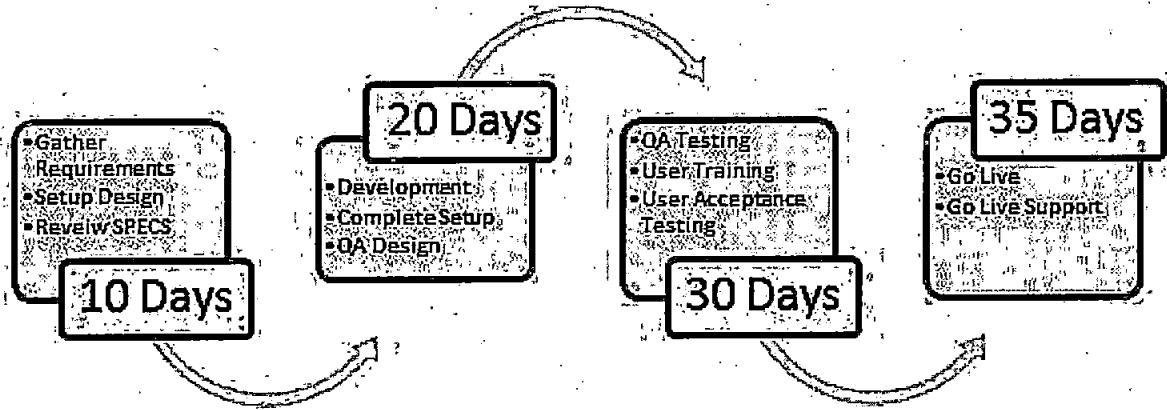
During this phase, the project is reviewed for completeness and feedback will be solicited from the various project participants to identify what went well on the project and share ideas for improvement. This feedback facilitates continuous process improvement.

Operational Support - After the implementation phase, post-implementation support begins and ongoing support responsibility shifts to the LexisNexis Operations Support Team.

Upgrades and Changes to the System - Deployment of software to production occurs every three weeks. The deployment occurs at night during off peak hours. A LexisNexis deployment team consisting of senior data base administrators, software engineers and network engineers deploy the code base in a rolling deploy to minimize system downtime. The QA team tests that the code base went successfully into production by performing a standard set of spot checks of testing across the system. Communication of the changes that went into production is communicated to

the appropriate team members. If software upgrades went in that impact an agency, communication is also sent to the agency. The rolling deploy methodology has proven to be a huge success in eliminating down time for an agency when system updates are put into production.

LexisNexis is dedicated to providing world-class service and strives to achieve ongoing customer satisfaction. To help facilitate continuous improvement in the service we provide LexisNexis Operations Support will schedule periodic meetings to solicit feedback and suggestions regarding our service and solutions. The frequency of the meetings will be mutually agreed during the course of the engagement.



Training

The following “Knowledge Transfer” chart provides an overview of training for administrator and end-user training during all aspects of the proposed project.

Key Activity	Deliverables	Key Personnel/Responsibility	Acceptance Criteria
1. Knowledge transfer	Training curriculum and schedule will be determined and coordinated with the County. Training locations will be determined; multi-department training usually done on the agency site	<ol style="list-style-type: none"> 1. LexisNexis & County Project Manager 2. County Subject Matter Expert 3. LexisNexis Customer Relationship Manager 4. LexisNexis Senior Technical Representative 	The County's primary contact confirms all needed information has been communicated and documented.
2. End user training	Initial training is done in small groups; LexisNexis representative guides users as they begin to take transactions and answer questions as needed Deliverables include: <ol style="list-style-type: none"> 1. Online Training Manual 2. In-person training 3. In-person install and training functions 4. Quick Reference Guide POS for agencies utilizing POS Other methods include: <ol style="list-style-type: none"> 1. Online Help Application, including training tutorials 2. Training videos developed for specific needs 	<ol style="list-style-type: none"> 3. LexisNexis & County Project Manager 4. County Subject Matter Expert 5. LexisNexis Customer Relationship Manager 6. LexisNexis Senior Technical Representative 7. Project Mgmt. Group 	All personnel are trained and able to operate all systems and devices
3. Administrator training	LexisNexis representative will “train the trainers” to assist in completion of training for all agency offices/departments and to assign employee access into the system.	<ol style="list-style-type: none"> 1. LexisNexis & County Project Manager 2. County Subject Matter Expert 3. LexisNexis Senior Technical Representative 4. County Administrator(s) – The County agencies assign agency employees as Agency Administrators. Their role is to set up employee access into the system to their agency data and assist with employee training and have access to training materials. 	Administrators confirm they have received adequate training to perform administrative functions

22. Does the service provide on-going, live, technical support for County staff and customers after implementation? What are the hours of availability?

23. Is the system capable of integration with the Microsoft .NET programming environment?

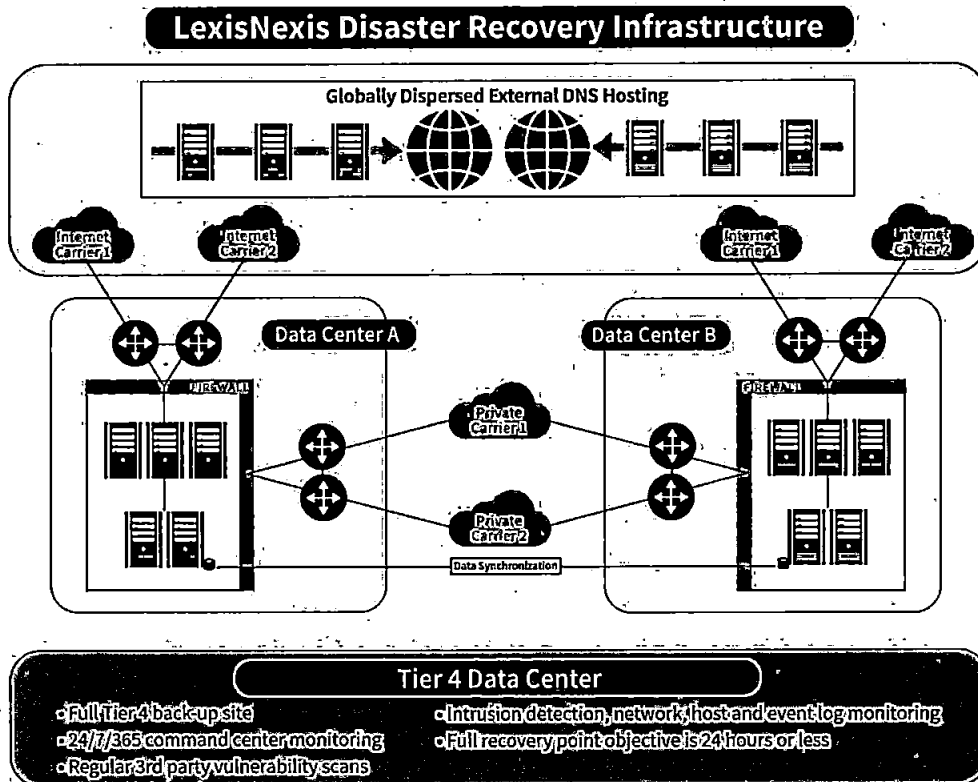
Yes. LexisNexis’ integration tools, including web post-in and post-back are web application agnostic; thus easily integrating with Microsoft (.Net) and non-Microsoft web applications (e.g. Java Script, Bootstrap, Node.js).

C. Disaster Recovery Plan

1. Briefly describe your company’s disaster recovery plan.

LexisNexis performs daily backups as a secondary method of securing our data. The primary method involves load balancing with failover between our Brentwood, TN and Alpharetta, GA data centers.

LexisNexis maintains Tier 4 data centers with a failover disaster recovery site which mirrors data in real time from our primary data center. LexisNexis has specialized network routing equipment which allows us to failover quickly in the event of a catastrophic event. LexisNexis utilizes two types of data replication in its data center failover solution: Relational database log shipping and file synchronization. For relational database failover, LexisNexis has clustered SQL Server instances at our primary Brentwood, TN data center and our disaster recovery data center in Alpharetta, GA. The Brentwood database cluster replicates over dedicated private network circuits to the Alpharetta cluster utilizing log shipping technology. In addition, LexisNexis utilizes RSYNC technology to replicate files between storage area networks at Brentwood and Alpharetta. The dedicated private circuits are also redundant over telecom carriers (Verizon and Level. The Brentwood data center meets all Tier 3 ANSI/TIA-942 standards and the Alpharetta data center meets all Tier 4 ANSI/TIA-942 standards. In the event of a “worst case” scenario, LexisNexis’s full Recovery Point Objective (RPO) is 24 hours or less. RPO is defined as the target point of recovered work. RPO is the state of work which will be restored to the recovered system, not the time to business resumption resulting from a total disaster impacting our primary operating facility. In the event of a worst case scenario, LexisNexis can draw on the resources of our parent company, LexisNexis Risk Solutions where LexisNexis has access to a 50,000 square foot data center. This plan can be shared in greater detail upon further request.



2. Is there a “hot” back-up processing site? How quickly can the site be implemented in the event of an emergency?

The active –active mirrored processing environments in between Brentwood, TN and Alpharetta, GA serve as “hot” back-up processing locations. In the rare event of a complete outage at Data Center A or B, the other becomes the

primary processing site near instantaneously. Existing web sessions connected to web servers experiencing an outage may see a momentary disruption; however web load balancers will immediately reroute web connections to the active Data Center upon web session refresh.

Page intentionally left blank.

Attachment 4-B

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: LexisNexis VitalChek Network, Inc.

**ATTACHMENT "4-B"
SAMPLE PROGRAMMING CODE
(Attach or insert copy here)**

Web Form Post

LexisNexis provides the option of accepting a payment request from an agency's system. The transaction begins when the end user is on the agency's web application. The end user selects the item they wish to make a payment on and determines the amount in which they owe. The agency offers a "Pay Now" or "Checkout" button on their website for the end user to select. Clicking on the "Checkout" button redirects the end user to a County branded LexisNexis payment web page. The web form post is architected to map certain key host system fields to be pre-populated when the web payment page renders to the end user; a feature that eliminates the need for dual entry.

A sample form post is shown below is currently active in a testing environment and if executed with redirect to a development environment test page:

[REDACTED]

[Redacted text block containing multiple lines of blacked-out content]

[Large redacted text block]

https://demo.payme...
@Users\Walt\De01\AppDa...

Online Payments - Lexis... X

City of Knoxville Revenue Office

Agency Amount \$50.00
LexisNexis Service Fee \$2.00
Total Amount \$52.00

Billing Address

Address Type

Domestic (US and Puerto Rico) Military (APO/FPO) International (including Canada, Mexico)

Billing First Name*

Billing Last Name*

Billing Zip Code*

Billing Address Line1*

Billing Address Line2

Billing City*

Billing State*

E-mail*

Confirm E-mail*

Phone Number*

Payment Information

Payment Type

Credit Card Personal Check Business Check

Card Number*

Expiration Month*

Expiration Year*

Security Code*

We've provided this sample credit card to assist you in finding the security code.

Scheduled Payment

Would you like to schedule payment for future date or pay now? Now Future

Schedule Payment For

Captcha*

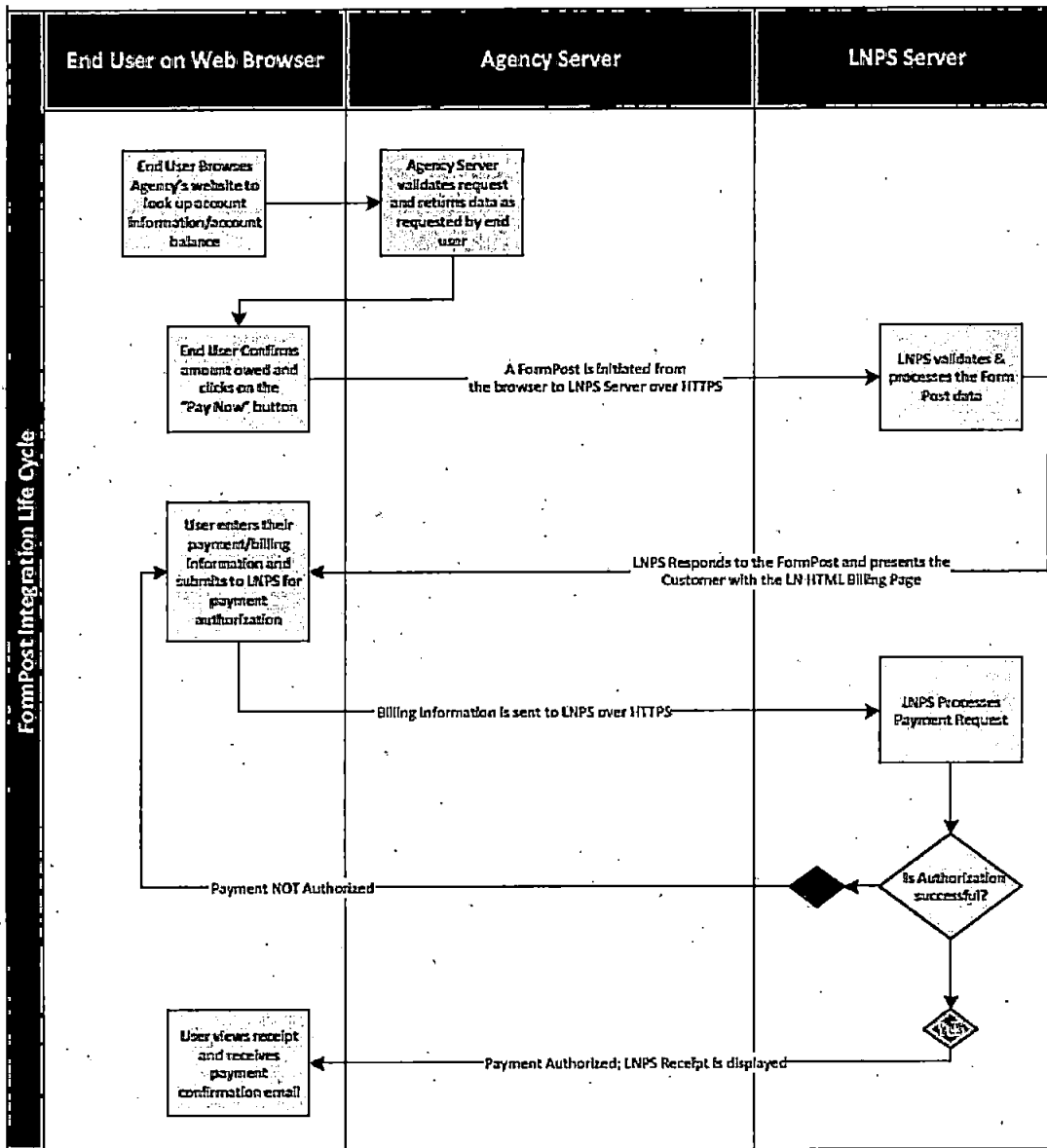
Enter Captcha

[Continue](#)

LexisNexis®

[Home](#) | [Payment Solutions](#) | [Contact Us](#)
[Terms and Conditions](#) | [Privacy Policy](#)

See the following sample web form post integration flow diagram:



Post Back with Queuing

A post back is a real-time payment notification for orders placed on a LexisNexis Payment Solutions application. This notification is transmitted between 2 systems via XML or Soap Web Service. A post back generally includes only authorized payments but is configurable by agency. A post back can occur for all order methods (Phone, POS, WEB, IVR), however; it is generally used in situations where there are integrated Web or IVR payments. In addition, LexisNexis will also make multiple attempts to ensure the payment notification is successful. If by chance the post back fails, LexisNexis will send notification to the agency via email. This process is called Post Back Queuing.

The Real Time Post Back Integration Web Service hosted by the agency must be exposed as a standard SOAP Web Service. While the LexisNexis Payment Solutions VPS system is written in Java,

the SOAP Web Service can be written in any number of modern programming languages using standard Web Service toolkits provided for those languages (e.g. Microsoft .Net).

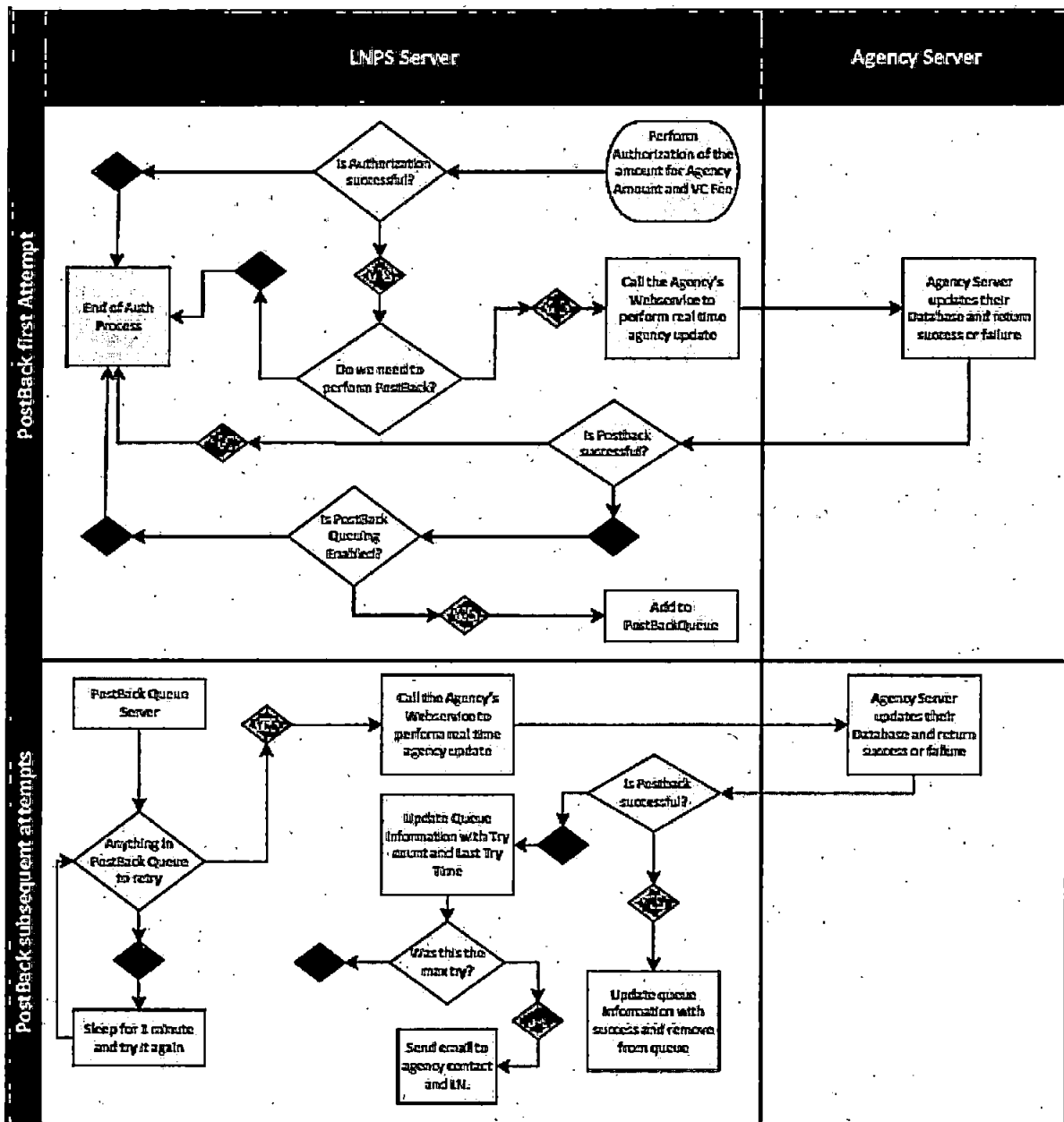
Post Back Queuing Rules - When a payment authorization is successful on a LexisNexis application, LNPS will attempt a real-time post back to the Agency's system. A failed post back attempt could be constituted because LexisNexis simply did not receive a T/F response from the agency. There are many things that could cause this, for example: Internet is down, time outs, slow internet connection or a combination of any/all of these.

Should the agency not respond to the LNPS Post Back, LexisNexis will treat this as a failed post back and the order will be queued and retried at the following specified intervals:

- a) Initial post back attempt when payment is authorized.
- b) Second attempt will occur approximately 60 seconds after the initial failure.
- c) Third through Sixth attempt will occur approximately every 60 minutes after the last attempt, until a successful response is received.
- d) If a successful response is not received after the Sixth attempt, an email will be sent to the agency indicating the post back for that transaction was unsuccessful. This email will include all of the data that would have been included in the post back notification method.

The actual code associated with the web post-back is high dependent on the County desired format desired payment elements. Upon request, we can provide samples; however the format, data, and error handling for the web post-back will be decided by the County.

In order to provide a high level overview of standard web post-back behavior for payment processing, please see following Post Back with Queuing Diagram:



Payment Profiles (digital wallet)

Payment Profiles will establish an account ID (token) that is utilized for future reference for this specific instance of the card (or checking account) being registered. The same card (or checking account) can be registered for multiple payment accounts and one account can register multiple cards (or checking accounts). The applicable available functions for this feature are as follows:

- a) Payment Account Registration
- b) Cancel Registered Payment Account
- c) Card Maintenance of Expiration Date
- d) Retrieve Payment Profiles (allows customer to choose from multiple stored cards)

-
- e) Straight Authorization
 - f) Pre-Authorization Charge
 - g) Capture of Charge (request the capture of a previous authorization on an account)
 - h) Cancel Authorization
 - i) Void Payment

Given the amount of information related to the various web methods and sample code, we've included a separate 19 page document titled "LexisNexis Payment Solutions – Payment Profile Web Service Methods". Within our RFP response package, there is one hard copy and a soft copy on the same thumb drive as this RFP response document. Should the County's technical teams have any questions, you may contact Jason Tomlinson, Product Manager and Integration Consultant, at (615) 372-6826 or jason.tomlinson@lexisnexis.com. Please reference the County's RFP number in order to provide Jason context.

Page intentionally left blank.

Attachment 4-C**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM****ATTACHMENT "4-C"****PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES**

(Attach or insert copy here)

Assumptions/Notes Pertaining to the St Johns County Work Plan

- The work plan provided depicts the duration and tasks needed for a typical integrated implementation. The plan assumes that the initial implementation will be for 3 agencies/merchant locations or less (typical for POS and kiosk services). Subsequent phases, if needed, will follow a similar work plan for tasks and duration. We will work with St Johns County to determine which agencies and merchants to include in each phase. Requirements gathering for subsequent phases can begin as soon as the requirements have been signed off for the previous phase, thereby overlapping the phases.
- The work plan dates are dependent on the contract start date.
- The work plan assumes that St Johns County resources will be available for requirements gathering, integration planning, project documentation review and approvals, and user acceptance testing on the specified dates. Any delay may affect the projected implementation dates.
- St Johns developers will have direct access to LN developers for the purpose of integration planning and technical questions during the design, development, testing, and implementation phases.
- Any integrations with third party software may affect the implementation timeline.
- The UAT (User Acceptance Test) environment will serve as a permanent sandbox environment for integrated testing. Test cards will be issued for the purpose of simulating approved and declined payments without actually sending payments to the payment processor.

St Johns County Sample Payments Workplan						
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	St Johns County Payments Project	39 days	Mon 8/27/18	Fri 10/19/18		St Johns Co
2	Contract Start Date	0 days	Mon 8/27/18	Mon 8/27/18		LN, St Johns Co
3	Implementation Phase	39 days	Mon 8/27/18	Fri 10/19/18		
4	Initiation and Planning	12 days	Mon 8/27/18	Wed 9/12/18		
5	Kickoff Meeting	3 days	Mon 8/27/18	Wed 8/29/18		
6	Preparations for Kickoff Meeting	1 day	Mon 8/27/18	Mon 8/27/18		PM
7	Schedule Kickoff Meeting	1 day	Mon 8/27/18	Mon 8/27/18 2		PM, LN
8	Hold Kickoff Meeting	1 day	Tue 8/28/18	Tue 8/28/18 7,2		LN, St Johns Co, PM
9	Schedule Weekly Project Meetings with Customer	1 day	Wed 8/29/18	Wed 8/29/18 8		PM
10	Project Planning	6 days	Mon 8/27/18	Tue 9/4/18		
11	Prepare Project Planning Documents	5 days	Mon 8/27/18	Fri 8/31/18 2		PM
12	Submit Project Planning Documents for Review and Approval	0 days	Fri 8/31/18	Fri 8/31/18 11		PM
13	Customer Review of Project Planning Documents	1 day	Tue 9/4/18	Tue 9/4/18 12		St Johns Co
14	Customer Approval of Project Planning Documents	0 days	Tue 9/4/18	Tue 9/4/18 13		St Johns Co
15	Support Planning - Service Level Agreement (SLA)	5 days	Wed 9/5/18	Tue 9/11/18		
16	Prepare SLA	3 days	Wed 9/5/18	Fri 9/7/18 14		Ops PM
17	Submit SLA for Review and Approval	0 days	Fri 9/7/18	Fri 9/7/18 16		Ops PM
18	Customer review of SLA	2 days	Mon 9/10/18	Tue 9/11/18 17		St Johns Co
19	Customer approval of SLA	0 days	Tue 9/11/18	Tue 9/11/18 18		St Johns Co
20	Project Schedule	2 days	Tue 9/11/18	Wed 9/12/18		
21	Reviso Project Schedule	1 day	Tue 9/11/18	Tue 9/11/18 33		PM
22	Submit Project Schedule for Review and Approval	0 days	Tue 9/11/18	Tue 9/11/18 21		PM
23	Customer Review of Project Schedule	1 day	Wed 9/12/18	Wed 9/12/18 22		St Johns Co
24	Customer Approval of Project Schedule	0 days	Wed 9/12/18	Wed 9/12/18 23		St Johns Co
25	Execution	37 days	Wed 8/29/18	Fri 10/19/18		
26	Setup Requirements	9 days	Wed 8/29/18	Tue 9/11/18		
27	Gather Setup Requirements	3 days	Wed 8/29/18	Fri 8/31/18 8		St Johns Co, LN
28	Document Setup Requirements and Interfaces	5 days	Tue 9/4/18	Mon 9/10/18 27		LN
29	Identify and Document Hardware/Network Requirements	5 days	Tue 9/4/18	Mon 9/10/18 27		LN
30	Identify Firewall Requirements	5 days	Tue 9/4/18	Mon 9/10/18 27		LN
31	Identify Agencies (2-3 assumed)	5 days	Tue 9/4/18	Mon 9/10/18 27		LN, St Johns Co
32	Identify PC requirements to run VPS Web	5 days	Tue 9/4/18	Mon 9/10/18 27		LN
33	Submit Setup Requirements Document for Customer Review and Appr	0 days	Mon 9/10/18	Mon 9/10/18 28		PM
34	Customer Review of Setup Requirements	1 day	Tue 9/11/18	Tue 9/11/18 33		St Johns Co
35	Customer Approval of Setup Requirements	0 days	Tue 9/11/18	Tue 9/11/18 34		St Johns Co
36	Site Assessment and Preparations	5 days	Tue 9/11/18	Mon 9/17/18		
37	Order Processing Numbers (MID, TIDs)	2 days	Tue 9/11/18	Wed 9/12/18 31		LN
38	Test Processing Numbers	1 day	Thu 9/13/18	Thu 9/13/18 37		LN
39	Request Firewall Changes	4 days	Tue 9/11/18	Fri 9/14/18 30		LN, St Johns Co
40	Verify Network Connections	4 days	Tue 9/11/18	Fri 9/14/18 29		LN, St Johns Co
41	Verify Firewall Changes	1 day	Mon 9/17/18	Mon 9/17/18 39		LN, St Johns Co
42	Analysis and Design	3 days	Wed 9/12/18	Fri 9/14/18		
43	Analysis and Design of System Modifications	2 days	Wed 9/12/18	Thu 9/13/18 35		LN
44	Schedule Development Tasks into Sprints	1 day	Fri 9/14/18	Fri 9/14/18 43		PM
45	Development	9 days	Mon 9/17/18	Thu 9/27/18 44		

St Johns County Sample Payments Workplan						
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
46	VPS	7 days	Mon 9/17/18	Tue 9/25/18		
47	Set up Business Units	2 days	Mon 9/17/18	Tue 9/18/18	35	Dev
48	Coding and Unit Testing (Hules, Web Services)	5 days	Wed 9/19/18	Tue 9/25/18	43,47	Dev
49	Web	3 days	Wed 9/19/18	Fri 9/21/18		
50	Code and Unit Test	3 days	Wed 9/19/18	Fri 9/21/18	43,47	Dev
51	Interfaces	7 days	Wed 9/19/18	Thu 9/27/18		
52	Code and Unit Test	7 days	Wed 9/19/18	Thu 9/27/18	43,47	Dev
53	QA Preparation	5 days	Wed 9/12/18	Tue 9/18/18		
54	Write Test Cases	5 days	Wed 9/12/18	Tue 9/18/18	35	QA
55	QA Testing	6 days	Wed 9/26/18	Wed 10/3/18	53	
56	Verify Business Unit Setup	2 days	Wed 9/26/18	Thu 9/27/18	46	QA
57	Test VPS Application (Search, User Setup)	2 days	Fri 9/28/18	Mon 10/1/18	56	QA
58	Test End of Day Settlement	2 days	Tue 10/2/18	Wed 10/3/18	57	QA
59	Test Web	2 days	Fri 9/28/18	Mon 10/1/18	50,56	QA
60	Test Interfaces	2 days	Tue 10/2/18	Wed 10/3/18	51,56,59	QA
61	QA Signoff on Testing	0 days	Wed 10/3/18	Wed 10/3/18	57,58,60	QA
62	Customer UAT (Sandbox Environment)	3 days	Thu 10/4/18	Mon 10/8/18		
63	Demo and Customer Review - VPS,Web	0.5 days	Thu 10/4/18	Thu 10/4/18	61	PM,St Johns Co
64	Integration Testing and UAT	3 days	Thu 10/4/18	Mon 10/8/18	61	St Johns Co
65	Customer Approval of UAT	0 days	Mon 10/8/18	Mon 10/8/18	64	St Johns Co
66	Training	6 days	Thu 10/4/18	Thu 10/11/18		
67	Revise Training Materials	3 days	Thu 10/4/18	Mon 10/8/18	61	LN
68	Schedule/Plan Training Sessions	1 day	Thu 10/4/18	Thu 10/4/18	61	PM,St Johns Co
69	Train Users	1 day	Thu 10/11/18	Thu 10/11/18	68,73,72	LN
70	Implementation	9 days	Tue 10/9/18	Fri 10/19/18		
71	Migrate Business Units to Production	1 day	Tue 10/9/18	Tue 10/9/18	65	LN
72	Migrate Application Changes to Production	1 day	Tue 10/9/18	Tue 10/9/18	65	LN
73	Set Up Users	1 day	Wed 10/10/18	Wed 10/10/18	72	St Johns Co
74	Go Live	0 days	Thu 10/11/18	Thu 10/11/18	69	LN,St Johns Co
75	Post-Implementation Monitoring and Support	5 days	Fri 10/12/18	Thu 10/18/18	74	LN
76	Post Implementation Review and Closeout	1 day	Fri 10/19/18	Fri 10/19/18	75	St Johns Co,LN
77	Begin Operational Support Phase	0 days	Fri 10/19/18	Fri 10/19/18	76	LN

Page intentionally left blank.

Attachment 4-D**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM****Full Legal Company Name: LexisNexis VitalChek Network, Inc.****ATTACHMENT "4-D"****SERVICE AGREEMENTS / END-USER LICENSE AGREEMENTS**

(Attach or insert copy here any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.))

**LexisNexis VitalChek Network Inc. ("Respondent" or "VitalChek")
Supplemental Document to the Request for Proposal #18-59 ("RFP")
issued by St. John's County, Florida ("County" or "Customer")**

Title: Web Based Payment Processing System

If Respondent is selected by County in connection with the response to the RFP and any other document issued by County with the RFP (collectively referred to as the "RFP Documents") for which Respondent would supply its services, Respondent shall be able to supply the services, Respondent has included the LexisNexis VitalChek Network Inc. Payment Solutions Service Agreement ("**Respondent's Terms and Conditions**"), a copy of which is attached hereto as Exhibit A, which, with the RFP, can serve as a basis for an agreement between the parties. If Respondent is selected by County in connection with the RFP Documents, at County's request, Respondent undertakes to make good faith efforts to negotiate modifications in order to reach a fair agreement, satisfactory to both parties.

Because of the nature of the services being proposed by Respondent, the laws and regulations that govern the provision of those services, and Respondent's contractual obligations to third-party information providers, Respondent requests that Respondent's Terms and Conditions be a consideration as part of Respondent's offer.

Respondent request the following change to the Insurance requirements.

G. INSURANCE REQUIREMENTS The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract, ~~and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.~~ Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine, FL 32084. The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or

contracting with the Contractor. The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor. The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02. In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Exhibit A
LexisNexis® VitalChek Network Inc.
Payment Solutions Service Agreement

THIS PAYMENT SOLUTIONS SERVICE AGREEMENT ("Agreement") is entered into as of _____ (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, Tennessee 37027 and _____ ("Customer") with its principal place of business located at _____
WHEREAS, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,
WHEREAS, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");
NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1, attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current Fees are detailed on Schedule 2, attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, American Express, any other applicable card network (collectively, the "Card Networks"), and, to the extent such party stores or retains any card information, without limitation, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted

- security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction (which use may include sharing the data with the applicable Card Network(s) as needed) or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.
8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
 9. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer or its employees. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
 10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
 11. It is agreed that under this Agreement (a) VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek (b) Customer is not a third party beneficiary under the agreements between VitalChek and the Card Network(s) related to the Service.
 12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005. Customer shall notify VitalChek with fifteen (15) days of a change in its address shown above.
 13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER OR CARD NETWORK MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
 14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of VitalChek in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the twelve (12) month period preceding the date of such loss or injury.
 15. Customer agrees to promote the use of the Service by without limitation, advertisements, bill inserts, easy to locate links on Customer's home page website and press releases, which shall be subject to prior review and approval by VitalChek. Customer understands and agrees that the Service is provided at no cost to Customer and that the funding for this Agreement is provided by the Fees, as defined above: provided, however, that (a) should VitalChek determine that the volume of transactions being processed for the Service under this Agreement are not sufficient to cover VitalChek's costs, in VitalChek's sole judgment, VitalChek may terminate this Agreement by providing Customer thirty (30) days' advanced written notice, and (b) notwithstanding anything to the contrary Customer agrees that if Customer cancels or terminates this Agreement prior to the expiration of the first year, Customer may be responsible for VitalChek's costs to implement the Service which includes, but is not limited to, development of the application and shipment of the equipment and Customer agrees to pay VitalChek for those costs upon request by VitalChek.
 16. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
 17. This Agreement shall be construed and enforced in accordance with the laws of the state where Customer is located.
- IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

CUSTOMER:**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature: _____

Signature: _____

By: _____

By: Jeff Piefke

Title: _____

Title: Vice President, General Manager

Date: _____

Date: _____

LexisNexis® VitalChek Network Inc.
Paper and Electronic Media Policies

1.1 Policy Applicability

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

1.2 Storage

1.2.1 Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

1.2.2 Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

Attachment 4-E

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
 WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "4-E"

**SYSTEM COST
 PROPOSAL**

Each Respondent shall submit a detailed cost proposal to reflect proposed costs for Transaction Fees, Implementation Costs, Maintenance Fees, and Hourly Rates, as applicable, for a Web-based payment processing system.

Web-based Payment Processing System Cost Proposal					
I. Transaction Fee Percentage (%): Input either a proposed flat rate percentage (%) or tiered rate percentages (%) per payment type. If tiered, identify the ranges per percentage rate.					
Payment Type:	Tiered Rate Percentages (%) Transaction Fee			OR	Flat Rate Percentage (%) Transaction Fee
A. Visa	\$	to \$	%	OR	2.4%
	\$	to \$	%		
	\$	to \$	%		
	\$	to \$	%		
B. Master Card	\$	to \$	%	OR	2.4%
	\$	to \$	%		
	\$	to \$	%		
	\$	to \$	%		
C. Discover Card	\$	to \$	%	OR	2.4%
	\$	to \$	%		
	\$	to \$	%		
	\$	to \$	%		
D. American Express	\$	to \$	%	OR	2.4%
	\$	to \$	%		
	\$	to \$	%		
	\$	to \$	%		
E. E-Check	\$	to \$	%	OR	Flat \$0.25
	\$	to \$	%		
	\$	to \$	%		
	\$	to \$	%		

Additional Fees per Payment Service (if Applicable)	Percentage (%) Per Transaction Fee	OR	Dollar (\$) Amount Per Transaction Fee
F. Web Payment	%	OR	N/A
G. Mobile Payment	%	OR	N/A
H. Kiosk Machine	%	OR	N/A
I. POS	%	OR	N/A

Web-based Payment Processing System Cost Proposal			
I. IMPLEMENTATION COST: Includes, but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided.			\$2,500.00*
II. ANNUAL MAINTENANCE FEE (TOTAL FIVE YEAR COST): Includes, but not limited to: annual software cost, licensing cost, maintenance and upgrade fees. (Itemize individual annual year costs below)			\$2,500.00
Year 1 Annual Maintenance	\$500.00		
Year 2 Annual Maintenance	\$500.00		
Year 3 Annual Maintenance	\$500.00		
Year 4 Annual Maintenance	\$500.00		
Year 5 Annual Maintenance	\$500.00		
III. HOURLY RATE: For services (i.e. Technical Support, Additional Training, etc.) not included in the Annual Maintenance Cost. Includes any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing additional hourly rate services requested by the County.			\$ 90/ Hour

** Includes implementation/setup based on the presented options selected by the County related to the project scope outlined in this RFP. Also includes implementation/setup for any future phases that might include additional payment modes (POS, IVR, kiosk) and/or additional departments/divisions within the County.*

Section 5 – Administrative Information

Proof of Liability Insurance Limits

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/23/2018		
<p>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 POLICES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>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).</p>						
PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA			CONTACT NAME: TAC. No. With (866) 283-7122 FAX No. (603) 363-0103 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #			
INSURED LexisNexis Vital Check Network Inc. 6 Cadillac Drive, Ste 400 Brentwood TN 37027-5060 USA			INSURER A: Zurich American Ins Co 16535 INSURER B: ACE American Insurance Company 22667 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: 570071344631 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICES 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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <i>Limits shown are as requested</i>						
CLASS	TYPE OF INSURANCE	APPLICABLE DATE	POLICY NUMBER	EXPIRES (MM/DD/YYYY)	RENEWAL DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS I (A) <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		06LG24876512	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO CONTENTS \$1,000,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED-AUTOS <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Collision Ded \$1,000 <input checked="" type="checkbox"/> Comp Ded \$1,000		8376848 19	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT \$300,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate in box if yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N	837684519	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> PER EMPL E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE/EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFP for St. Johns County, FL. St. Johns County, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, FL 32084 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.						
CERTIFICATE HOLDER St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine FL 32084 USA			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

©1988-2015 ACORD CORPORATION. All rights reserved.

Drug Free Work Place Form

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Company Name: LexisNexis VitalChek Network Inc.

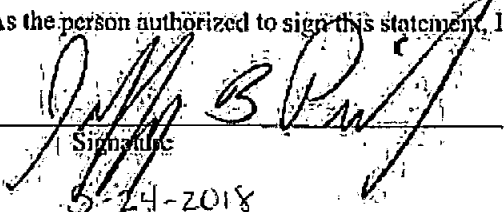
**St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

LexisNexis VitalChek Network Inc. does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



 Signature
 5-24-2018

 Date

RFP Affidavit

REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Tennessee COUNTY OF Williamson Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-59, Web-based Payment Processing System.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

LexisNexis VitalChek Network, Inc.
(Proposer)
By [Signature]
Vice President and General Manager
(Title)

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Subscribed and sworn to before me this 24th day of MAY, 20 18, by JEFFREY B. PIERRE who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
My commission expires:
1/24/21



VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP Affidavit of Solvency

REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF [insert entity name], being of lawful age and being duly sworn I, [insert affiant name], as [insert position or title] (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 24th day of MAY, 20 18.

[Handwritten Signature]
Signature of Affiant

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Subscribed and sworn to before me this 24th day of MAY, 20 18, by JEFFREY B. PIEPKE who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Handwritten Signature]
Notary Public

My commission expires: 1/20/21



Conflict of Interest Form

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Company Name: _____

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No. 18-59, Web-based Payment Processing System

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

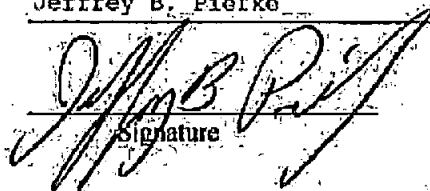
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Jeffrey B. Piefko

Authorized Representative(s): 
Signature

JEFFREY B. PIETKE / VP + GENERAL MGR.
Print Name/Title

Signature Print Name/Title

Copies of All Acknowledgements

RFP 18-59

During the preparation of the RFP, the following addenda, if any, were received:

No.: 1 Date Received: 5/15/2018 No.: 2 Date Received: 6/11/2018
No.: Date Received: No.: Date Received:

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: LexisNexis VitalChek Network Inc.

MAILING ADDRESS: 6 Cadillac Dr., Ste. 400, Brentwood, TN 37027

MINORITY OR WOMAN OWNED BUSINESS: No

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: 621365614

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [Handwritten Signature]

JEFFREY B. PIEFKE (Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: Vice President and General Manager

DATE OF SIGNATURE: 5-24-2018

TELEPHONE NO: 800-255-2414; 615-372-6800

FAX NO: 866-693-1920

EMAIL ADDRESS: JPiefke@lexisnexisrisk.com



St. Johns County Board of County Commissioners

Purchasing Division

May 25, 2018

ADDENDUM #1

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No. 18-59, Web-based Payment Processing System

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

SEALED PROPOSAL DUE DATE/OPENING EXTENSION:

The deadline for submittal and opening of proposals for RFP No. 18-59 has been extended by two (2) additional weeks. Sealed proposals are due by or before 4:00 PM (EST) on June 21, 2018.

Correction:

Page 30 of the RFP document has been replaced to correct a typo. Under Attachment "3-G", Proposers are to provide a written narrative for at least three (3) projects as the lead firm in the last five (5) years where the firm provided a web-based payment processing system. The revised page is attached to this Addendum.

THE RFP DUE DATE HAS BEEN EXTENDED TO JUNE 7, 2017 AT 4:00 P.M.

Acknowledgment

Signature and Date

DERRELL B. PIERCE VP & GEN MGR
Printed Name/Title

LEXISNEXIS VITALCHECK NETWORK INC.
Company Name (Print)

Sincerely,

Diana M. Fye
Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

70. Page 34 # 8 - This account will require a bank account be held with us for daily deposits and service fee collection. How will funds from this account be moved to the County's Operating accounts with Bank of America? Will the County initiate or will the County require a standing wire transfer? Does the County wish to maintain a target balance to offset service fees and chargebacks?

Answer: Respondents are to provide detailed information on all technical aspects of the proposed web-based payment processing system. This includes providing details on how the proposed system will process fund transfers, see #9 of page 34 in the RFP document. Respondents should identify any requirements of the County in their proposal to be included in negotiations should the respondent be recommended for award.

71. Page 39 System Cost Proposal - There will be pricing for the Web Service, Merchant processing and the offsetting bank account. Because Attachment "4-E" appears to be for Merchant pricing only, where would the County like for respondents to list account pricing and Web Service per item costs?

Answer: Additional documentation may be provided to detail any and all additional costs. If additional information is provided, indicate as such on the applicable RFP Attachment.

72. How many billing customers does the County currently have? Will the County be loading the billing detail or billing summary to the Website?

Answer: The number of billing customers is unavailable. No, the County will not load billing details or billing summaries to the Website.

73. Does the County have any clients currently paying through the County's website? Can the County provide the volumes and breakdown of payment types currently received? Credit card and ACH withdrawals/Echecks?

Answer: Growth Management does not currently accept on-line payments. See the response to Question # 2 above regarding volumes and breakdown of payment types currently received.

THE RFP DUE DATE REMAINS June 21, 2017 AT 4:00 P.M.

Acknowledgment

[Handwritten Signature]
6-11-18

Signature and Date

Jeffrey D. Piefke
Printed Name/Title

Sincerely,

[Handwritten Signature]
Diana M. Fye, AS, CPPB
Procurement Coordinator

LexisNexis VitalChek Network Inc.
Company Name (Print)

END OF ADDENDUM NO. 2

Original Signed Documents (Original Copy Only)



St. Johns County Board of County Commissioners

Purchasing Division

May 25, 2018

ADDENDUM #1

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No. 18-59, Web-based Payment Processing System

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

SEALED PROPOSAL DUE DATE/OPENING EXTENSION:

The deadline for submittal and opening of proposals for RFP No. 18-59 has been extended by two (2) additional weeks. Sealed proposals are due by or before 4:00 PM (EST) on June 21, 2018.

Correction:

Page 30 of the RFP document has been replaced to correct a typo. Under Attachment "3-G", Proposers are to provide a written narrative for at least three (3) projects as the lead firm in the last five (5) years where the firm provided a web-based payment processing system. The revised page is attached to this Addendum.

THE RFP DUE DATE HAS BEEN EXTENDED TO JUNE 7, 2017 AT 4:00 P.M.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3- G" (Revised per Addendum 1)

PREVIOUS EXPERIENCE

(Attach or insert copy here of a written narrative for at least three (3) projects as the lead firm in the last five (5) years where the firm provided a web-based payment processing system)



St. Johns County Board of County Commissioners

Purchasing Division

June 1, 2018

ADDENDUM #2

To: Prospective Proposers

From: St. Johns County Purchasing Department

Subject: RFP No. 18-59, Web-based Payment Processing System

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. Can the County please identify the payment types the County requires for e-payments e.g. Utility, Permits, Licenses, Taxes, etc.?

Answer: Initially, the County is planning on using the on-line e-payments for permits and related Growth Management activities, with the potential to add future functions as required.

2. Can the County please identify the average amount that is paid per payment type?

Answer: The amounts depend on the type of transaction. The following table shows a listing of credit card transactions from Growth Management's Central Cashiering, which includes permitting, submittal management, clearance sheets, and contractor licenses. Note: this is listed for reference only, and not a guarantee as to the amount of transactions that will process through the e-payment process.

<u>Year</u>	<u>Payment Type</u>	<u>Count</u>	<u>Total</u>	<u>Average</u>
2018	AMEX	204	\$146,296.34	\$717.14
2018	CASH	37	\$16,087.94	\$434.81
2018	CHECK	827	\$4,076,020.14	\$4,928.68
2018	DISCOVER	8	\$1,308.00	\$163.50
2018	ESCROW ACCT	2075	\$504,884.13	\$243.32
2018	MC	199	\$234,702.23	\$1,179.41
2018	VISA	743	\$290,481.98	\$390.96
2017	AMEX	3025	\$3,330,140.08	\$1,100.87
2017	CASH	790	\$66,551.96	\$84.24

<u>Year</u>	<u>Payment Type</u>	<u>Count</u>	<u>Total</u>	<u>Average</u>
2017	CHECK	14008	\$58,550,562.19	\$4,179.79
2017	DISCOVER	100	\$21,828.66	\$218.29
2017	ESCROW ACCT	31789	\$9,564,716.33	\$300.88
2017	MC	3306	\$3,023,520.94	\$914.56
2017	VISA	11496	\$3,301,896.86	\$287.22
2016	AMEX	2619	\$2,842,647.61	\$1,085.39
2016	CASH	710	\$54,845.73	\$77.25
2016	CHECK	12090	\$59,411,553.93	\$4,914.11
2016	DISCOVER	88	\$29,121.79	\$330.93
2016	ESCROW ACCT	28625	\$8,834,647.76	\$308.63
2016	MC	2976	\$3,568,204.32	\$1,198.99
2016	VISA	9559	\$3,695,831.77	\$386.63

3. Can the County please identify the volume of payments (experienced or expected) per payment type per month / year?

Answer: See the chart provided in Question #2 above. The information provided is not a guarantee of the volume of transactions that will process through the e-payment process. The initial volume would start out small, and we anticipate the volume increasing as users find out about the available capability. It is difficult to determine the actual credit card transaction volume that will be processed by this payment method.

4. Can the County please identify the desired Fee Model per payment type: Biller Pay / User Pay?

Answer: Initially, the County anticipates utilizing the Biller Pay method, but there has been talk of moving to a User Pay method, or some type of combination of both.

5. Can the County please identify, if payments at the counter are accepted, the number of POS devices or terminals required?

Answer: The County currently has two (2) POS terminals in the permitting area, but the current plan is to implement a Kiosk/web based payment process.

6. Can you provide 3 months of merchant statements?

- a. If not, can you provide a breakdown of payments by type (credit, debit, e-check), total payments, and the average ticket for each?

Answer: See the chart provided in Question #2 above.

- b. We are assuming all credit card processing fees are absorbed by county and will continue to be in the future.

Answer: As stated in the response to Question #4 above, the County would be assuming the credit card fees initially, but consideration might be given for a customer based fee or a shared fee cost down the road.

7. Do you take payments over the phone with your customer service personnel?

Answer: No, and the expectation is to not take payments over the phone.

8. Who is the current merchant service provider? May we get a copy of their contract?

Answer: The County currently uses Bank of America for Merchant Processor, but does not use them for online payments. There is currently not a contract in place for the service being requested under this RFP.

9. How many terminals (for over the counter transactions) do you have today?

Answer: See Question # 5 above.

10. Does your current vendor provide a call center for your citizens to make live payments over the phone?

Answer: We do not currently have a contracted vendor for the services requested under this RFP.

- a. If not, is this a service the county might be interested in?

Answer: We do not anticipate the need for a call in service for making live payments for the services under current consideration.

11. Would the county like to receive an additional bid for IVR?

Answer: No.

12. What is the estimated cost?

Answer: To be determined by processing activity.

13. How is this being funded?

Answer: See response to Question #6b above.

14. Who is the technical contact?

Answer: At this time, there is no identified technical contact.

15. When does the county want this implemented by?

Answer: Once the vendor is selected, and our applications can be updated to handle the required processing, we would like to be able to go forward in a timely manner. Respondents are to provide a proposed schedule/timeline for implementation of the service per instructions in section 4-C on page 14 of the RFP document.

16. Do the departments included in the scope of this project currently accept web payments? If so, please can the County name the current vendor(s) and processing card processing rates paid by the County; as well as historical monthly or annual transaction volume and related total revenue processed.

Answer: No, web payments are not currently accepted by the department included in the scope for this RFP.

17. If web payments are not currently accepted, can the County provide historical monthly or annual transaction volumes and related total revenue for all payments regardless of source or payment type?

Answer: See Questions # 2 and #3 above.

18. Page 7, Part III, section A. outlines the finance department and the planning department (and their host systems) as in-scope. Please list any other County Departments and their host systems that are to be included in the scope of this project?

Answer: At this time, for this RFP, the only County department included in the scope is the Growth Management Division.

19. Can the city provide host vendor contact information for any host integration included in the scope of this project that the County does not directly control or influence?

Answer: To our knowledge, there are no host vendor integrations that relate to this RFP, so there are none that the County does not directly control or influence.

20. Is the County interested in participating in the card network's Service Fee program where said processing fees are assessed to the cardholder? Or does the County plan to absorb the electronic payment processing fees?

Answer: Please see responses to Questions #4, #6b, and #13 above.

21. What is your current and expected annual transactions for the payment types listed as part of this RFP – Construction Applications, Permits and Growth Management Fees?

-Credit Card Transactions?

-Credit Card Dollars Processed?

-Debit Card Transactions?

-Debit Card Dollars Processed

-ACH Transactions?

-ACH Dollars Processed?

Answer: See Questions # 2 and #3 above. Identification between Credit Card and Debit Card Transactions was not available.

22. Is TLS an option or strictly an SSL interface?

Answer: TLS 1.2 or higher is acceptable.

23. Software Programming code is proprietary and not available to the general public. Will other evidence of technical experience with API integration suffice?

Answer: Yes, the County requests detailed explanations of the API integration in a Visual Studio environment, and assistance as needed implementing the API.

24. Is the County looking for a Merchant Services provider?

Answer: The County is not looking for a new Merchant Services provider. For this RFP, a vendor is being sought to allow for web based credit card processing, and this may result in the vendor using a different provider than the County's current provider, to process the credit card transactions and process electronic fund transfers to Bank of America.

25. Please provide electronic copies of most recent merchant services statements (3 Months)

a. If merchant statements are not available, please provide the following metrics:

i. Please provide the following volume metrics for each Merchant account:

(1) Annualized or monthly Visa and MasterCard (\$) volume

(2) Annualized or monthly Visa and MasterCard (#) count

(3) Annualized or monthly Amex (\$) volume

(4) Annualized or monthly Amex (#) count

(5) Annualized or monthly Discover (\$) volume

(6) Annualized or monthly Discover (#) count

Answer: See Questions # 2 and #3 above.

26. Does the County utilize a payment gateway? If so, please advise with gateway name(s) and how they are used?

Answer: No. For the purpose(s) associated with this RFP payment gateway is not utilized.

27. Does the County need a payment gateway (or software) that integrates to a front-end billing system? If so, please describe.

Answer: No.

28. Does the County have any specialized reporting needs? If so, please elaborate.

Answer: The County does not have any specialized reporting needs beyond those described in the RFP, but a description of available reports and ad-hoc capabilities would be helpful.

29. How does the County reconcile its merchant services payments?

Answer: In Central Cashiering, the reports of daily transactions are reconciled to the daily transaction lists from the two (2) POS devices.

30. Is the County charging a convenience fee for online payments to its constituents today? If so, what is the fee?

Answer: The County currently does not have online payments for the Growth Management Division.

31. Does St. Johns County currently charge a service fee for Credit and Debit Card transactions? If yes, what is the current service fee %, minimum, maximum, and/or flat amount?

Answer: See Questions # 4 and # 6b above.

32. If St. Johns County does not charge a service fee, is the county currently absorbing the merchant fees?

Answer: See Questions # 4 and # 6b above.

33. Will St. Johns County please provide up to 3 months of merchant statements for their current payment processor?

Answer: See Questions # 2 and #3 above

34. What is the annual processing revenue, and the annual number of transactions processed by the county?

Answer: See Questions # 2 and #3 above.

35. How does St. Johns County currently handle Chargebacks?

Answer: Presently, a check request and a check is generated to refund customers. It is the County's anticipation that the "transaction number" generated by the vendor associated with a transaction will allow the County to facilitate a refund to the transaction's associated credit card.

36. On average, how many chargebacks does St. Johns County have per month?

Answer: Chargebacks/refunds happen on an infrequent basis.

37. Is the county willing to explore offloading all chargeback liability to a third party contractor in a user-funded/convenience fee-based model?

Answer: Not as part of this process.

38. Does the county currently have an IVR payment system?

Answer: No.

39. Is the county currently using any hardware to take payments? If yes, what hardware? How many terminals? Is the equipment EMV compliant?

Answer: Please see Question #5 above.

40. Are there any future opportunities for other government payment types within the County?

Answer: Please see Question #1 above.

41. Can you please share who your current Merchant Acquirer is? Will they stay in place with new a Web-based Payment Portal?

Answer: Currently, the County uses, Bank of America. The Web-based Payment Portal must be capable of providing electronic fund transfers to Bank of America.

42. Can you please share who is currently supporting your online payment portal?

Answer: There is no current online payment portal for the Growth Management Division.

43. Is the requirement to utilize the St. John County's APIs?

Answer: The County does not have Credit Card processing APIs.

44. Please clarify your requirements around the use of APIs and a Consumer Payment Portal?

Answer: The County anticipates that as a user determines they want to make a payment with a credit card, the County's application will need to make an API call to the vendor's site to initiate the transaction process with an open ticket number and a transaction amount, then after the credit card is accepted and the process is completed, an API call will complete the transaction.

45. As part of the API requirement is it your intent to send to a Consumer Payment URL the total amount owed by the site user? If no, how would the "total" from shopping cart be supplied to the vendor?

Answer: Yes, the total amount owed by the site user will be sent to a Consumer Payment URL.

46. Can you please supply current processing volume totals by payment type if possible?

- 1) Credit Card MC, Visa, Amex, Discover
- 2) eCheck (bank account)

Answer: See Questions # 2 and #3 above.

47. Your pricing sheet outlines Kiosk, mobile and POS, are you requesting support of these payments channels through the payment gateway?

Answer: Yes, the County anticipates using a County device, such as a Kiosk, to allow the users to make payments. The same would be true for any mobile payment method.

48. Please share the make and model of POS supported today?

Answer: The current POS is handled by the in-house developed WATS application.

49. Are you replacing any current equipment?

Answer: Not presently.

50. Are you looking to have the cost of the portal passed on to customers in the form of a service fee?

Answer: See Questions # 4, # 6b above.

51. Can you provide an example of permit range low – high on dollar value?

Answer: Permit fees, and other Growth Management related fees, have a wide cost range. In addition, multiple fees can be accumulated into a central cashiering open ticket, which is the actual charge that gets paid. Please see Question # 2 above.

52. Can you define what growth management fees are?

Answer: We have many different types of transactions associated with Permitting and Growth Management, from simple permitting costs to Submittal Management application fees. We expect to only submit a total dollar amount for processing.

53. Can you provide a breakdown of the type of transaction by number and volume? Either Monthly or annually.

Answer: See Questions # 2 and #3 above.

54. Does the St. Johns' system use an identifier for these different type of transactions?

Answer: Please see Question # 53 above.

55. Does the county have a date in mind that it would prefer to see the system full integrated and live?

Answer: See response to Question #15 above.

56. What is the term of the contract?

Answer: The term of contract will be negotiated.

57. Can the County provide 1 month of statements from each credit/debit card accepting entity?

Answer: See Questions # 2 and #3 above.

58. If statements are not available, please provide the following:

Average Ticket size: \$

Estimated Annual Credit/Debit Card Volume: \$

Answer: See Questions # 2 and #3 above.

59. What is the estimated breakdown (%) of the County's annual credit/debit card payments (if known)?

- a. Card Present (%)
 - b. Mail or Phone Order (%)
 - c. Card is Present but keyed (%)
 - d. E-Commerce (%)
- TOTAL.(should equal 100) (%)

Answer: Unknown.

60. Does the County accept PIN Debit where the customer enters their 4-git PIN number into a PIN pad device?

Answer: The current devices are capable of accepting PIN Debit processing.

61. Does the County accept recurring payments?

Answer: For the Growth Management processes, No.

62. Are there any other special needs respondents should be made aware of, such as convenience fee collection? Please indicate all that may apply of the following: Convenience Service Fees (Please elaborate on how they are collected, example: third party collects payment), Third Party Billing, Commercial Card Tax Prompts, Level III Processing, Invoice Number Prompts, AVS/CVV or Order Number Prompts, Auto Close Time, Current Funds Availability (i.e. 24 hours), Any other.

Answer: See Questions # 4, # 6b above.

63. Does the County own equipment? If yes, please provide exact make and model (for example; Verifone Vx520).

Answer: We currently own two (2) pin-pads that are used for credit card processing: First Data FD2000.

64. Does the County use a software or a gateway for processing? If yes to software, please provide the exact name and version. If yes to gateway; please provide exact name and version.

Answer: Not presently.

65. It was indicated that the Merchant Services should integrate fully with Superior. Does this mean that the terminals and/or gateway/software must feed data back to Superior for posting? Please describe current system capabilities (ex. Terminal or PIN Pads connected to desk top computers which communicate with Superior).

Answer: Currently, there is a process set up within the POS application that creates a formatted text file for uploading into Superior. A similar process would be anticipated.

66. Will the County require any additional accounts other than the account necessary to operate the requested service of the Web-Based Payment Processing System?

Answer: To be determined. It is anticipated that the selected vendor would have some kind of "ADMIN" mode that would allow for users to be defined in the system for necessary administrative functions (like payment inquiries, reports, etc.).

67. What is the contract term?

Answer: Contract term will be negotiated.

68. Page 8 F: Technical Support - our client support procedures requires clients with inquiries/technical issues to contact our Biller Express support specialists who are trained and proficient in supporting the configured application. Issues requiring additional support resolution will require our staff to escalate to our vendor's technical support team. Conference calls will be scheduled/coordinated with the County's developers/programmers to remediate the issue. Is this process acceptable?

Answer: The County expects that during the implementation of the integration process, a direct technical support contact be available for assistance as necessary.

69. Page 10 F: Licenses, Permits & Fees - What are the specific license, permit, and certification requirements to perform the work described throughout the duration of the contract?

Answer: There are no specific licenses, permits, and certification requirements for this RFP other than providing proof of business registration. Respondents are to provide any licenses, permits, and certifications applicable to their form of business venture to provide documentation supporting the required minimum number of years' experience in providing web-based payment systems.

70. Page 34 # 8 - This account will require a bank account be held with us for daily deposits and service fee collection. How will funds from this account be moved to the County's Operating accounts with Bank of America? Will the County initiate or will the County require a standing wire transfer? Does the County wish to maintain a target balance to offset service fees and chargebacks?

Answer: Respondents are to provide detailed information on all technical aspects of the proposed web-based payment processing system. This includes providing details on how the proposed system will process fund transfers, see #9 of page 34 in the RFP document. Respondents should identify any requirements of the County in their proposal to be included in negotiations should the respondent be recommended for award.

71. Page 39 System Cost Proposal - There will be pricing for the Web Service, Merchant processing and the offsetting bank account. Because Attachment "4-E" appears to be for Merchant pricing only, where would the County like for respondents to list account pricing and Web Service per item costs?

Answer: Additional documentation may be provided to detail any and all additional costs. If additional information is provided, indicate as such on the applicable RFP Attachment.

72. How many billing customers does the County currently have? Will the County be loading the billing detail or billing summary to the Website?

Answer: The number of billing customers is unavailable. No, the County will not load billing details or billing summaries to the Website.

73. Does the County have any clients currently paying through the County's website? Can the County provide the volumes and breakdown of payment types currently received? Credit card and ACH withdrawals/Echecks?

Answer: Growth Management does not currently accept on-line payments. See the response to Question # 2 above regarding volumes and breakdown of payment types currently received.

THE RFP DUE DATE REMAINS June 21, 2017 AT 4:00 P.M.

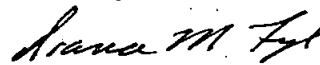
Acknowledgment

Signature and Date

Printed Name/Title

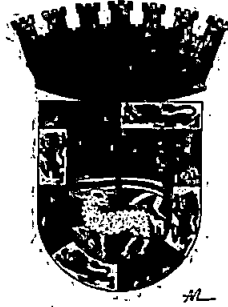
Company Name (Print)

Sincerely,



Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 2



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

RFP NO: 18-59

REQUEST FOR PROPOSALS

WEB-BASED PAYMENT PROCESSING SYSTEM

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfll.us/Purchasing/index.aspx

FINAL: 05/15/18

RFP NO: 18-59; WEB-BASED PAYMENT PROCESSING SYSTEM

TABLE OF CONTENTS

PART I: ADVERTISEMENT

PART II: INTRODUCTION

PART III: SERVICE REQUIREMENTS

PART IV: CONTRACT REQUIREMENTS

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS AND EVALUATION

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

PART VII: FORMS & ATTACHMENTS

PART VIII: OPTIONAL CHECKLIST

PART IX: SEALED RFP MAILING LABEL

ST. JOHNS COUNTY, FL
RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-59 Web-based Payment Processing System**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on June 7, 2018.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced vendors for the provision of any and all materials, labor and equipment necessary for an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #18-59. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before five o'clock (5:00PM) EST on May 25, 2018, to the Designated Point of Contact provided below:

Designated Point of Contact: Diana M. Fye, AS, CPPB
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-59 Web-based Payment Processing System**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each submitted RFP Package shall consist of one (1) original hard-copy, which shall include all required documents and any supplemental information, and one (1) exact electronic copy submitted on a USB drive.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file

with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART II: INTRODUCTION

A. PURPOSE

St. Johns County Purchasing Department is soliciting proposals from vendors with an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform. St. Johns County (hereinafter referred to as "County") will not collect or store any Login or Credit Card information needed to complete a purchase/transaction. Any collection or storage of Payment data, to include credit card data and Bank account information, if applicable, will take place on the Vendor's site, NEVER being transferred to the County. PCI compliance and SSL certificates will be required of the Vendor.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	May 18, 2018
Deadline for Questions / Requests for Information/Clarifications	May 25, 2018
Issuance of Final Addendum	May 31, 2018
Due Date for Submittal of RFP Packages	June 7, 2018
Evaluation Meeting for submitted RFP Packages	June 21, 2018
Presentations by Short-Listed Firms (If Applicable)	June 28, 2018
BOCC Meeting for Approval of Award to Recommended Firm	August 7, 2018
Negotiation of Contract	August 10, 2018
Award of Contract	August 22, 2018

C. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, June 7, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any submitted packages that do not comply with the requirements set forth herein.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP shall be directed, ***in writing***, to the following Designated Point of Contact: Diana M. Fye, AS, CPPB, Procurement Coordinator, at dfye@sjcfl.us.

In the event the Designated Point of Contact, provided above, is absent, or unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB, Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

E. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EST on Friday, May 25, 2018. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

F. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

G. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

H. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

I. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

J. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART III: SERVICE REQUIREMENTS

A. GENERAL INFORMATION

St. Johns County is located in the upper northeast part of Florida and its headquarters is in St. Augustine. St. Johns County is soliciting RFP Packages from interested, qualified firms, for the purpose of awarding a contract to a firm to provide the scope of work as provided herein.

The County's finance system utilized is Superior eFinancePLUS 5.1. The County's application system is an in-house developed WATS application for the County's Growth Management Division for tracking Application Submittals and Permitting. Point of Sale (POS) is handled by the in-house developed WATS application.

Anticipated transactions types or services for the solution being sought are: construction applications, permits, and other Growth Management type fees.

B. SCOPE OF WORK

The awarded firm (Contractor) shall be required to provide an Online (Web-based) Payment System Application Program Interface (API), which can be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform. St. Johns County (hereinafter referred to as "County") will not collect or store any Login or Credit Card information needed to complete a purchase/transaction. Any collection or storage of Payment data, to include credit card data and Bank account information, if applicable, will take place on the Contractor's site, NEVER being transferred to the County. PCI compliance and SSL certificates will be required of the Contractor.

C. PAYMENT PROCESS WORKFLOW

The workflow for the Web-based Payment System will be as follows:

1. St. Johns County Site Users will select one or more items or services to purchase.
2. St. Johns County Site Users will choose to "Checkout" (make payment).
3. St. Johns County Site Users will be routed via an API call, to a SSL based Secure Contractor site to supply their payment information.
4. St. Johns County Site Users will Enter their payment information on the Secure Contractor's site, and then be automatically returned to the County web site with a transaction ID from which the transaction would be completed via a secondary API call.

D. SYSTEM REQUIREMENTS

The Online (Web-based) Payment System Application API **must** meet the following requirements:

Integration with Existing County Web Applications

The Online Payment System API must easily integrate with the County's existing Web Applications which are based on a Microsoft .NET platform.

Login/Password

St. Johns County websites occasionally require Login and Password for the purpose of limiting access to certain information and functionality. This security is strictly for the purpose of securing data stored on County servers, and in no way will be connected to, or is to be confused with, the securing of payment information. Therefore, any system using a Single-Sign-On or similar style model, to provide automated login to the processing Contractor's site, directly from St. Johns County sites, will not satisfy County requirements, in the scope of this RFP.

Payment Types

The Contractor must accept a minimum of Visa, MasterCard, American Express, Discover, and have the ability for a user to pay directly via their Bank Account. Contractor's system must allow users the choice of creating an account/logging into to the Contractor's site, where the user's payment information can be stored for future payments, or completing the transaction as a guest. As a guest, users would not be required to create an account or login to pay by Credit Card.

Payment Processing

The system must be PCI compliant and on a SSL based Secure Contractor site. Contractor is responsible for PCI compliance and SSL certificates. The County will not collect or store any Login or Credit Card information needed to complete a purchase/transaction. Any collection or storage of Payment data, to include credit card data and Bank account information, if applicable, will take place on the Contractor's site, NEVER being transferred to the County.

The Contractor shall provide the tokenization needed to take the County's system outside of the PCI compliance scope.

Transactions/Refunds/Reports

The system must provide an API function for refunding payment for specific transactions, and access to detailed payment transaction reporting. The API must also be able to return a list of all transactions, allowing processed transactions to be automatically compared with the County's internal database of invoice/ticket numbers. This is needed to quickly identify accounting discrepancies in the County's system with the actual transactions that were processed.

Sandbox Environment

The system must provide a Sandbox environment for the purpose of unlimited testing without actual payments being processed.

E. MICROSOFT .NET PLATFORM INTEGRATION

The Online (Web-based) Payment System Application Program Interface (API) must be easily integrated into the County's existing Web Applications which are based on a Microsoft .NET platform.

Respondents are required to supply, with the submitted RFP proposal, sample programming code demonstrating integration with the Microsoft .NET programming environment, including examples for both a purchase and a refund transaction. All API calls, implementation methods, and code samples must conform to .NET standards, and be well documented.

F. TECHNICAL SUPPORT

Contractor must be able to supply both telephone and email technical support, allowing St. Johns County developers direct access to a computer programmer and/or member of technical staff proficient with actual code integration. Support only provided indirectly through a Project Manager, Account Rep. or any other liaison not intimately familiar with API programming code, will not satisfy County requirements, in the scope of this RFP.

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

- The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that St. Johns County will issue a professional services contract for the duration of the services. The Contract Agreement for a Web-based Payment Processing System shall be on a form furnished by St. Johns County, and agreed upon by both parties.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

B. CONTRACT AWARD:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

C. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

D. TERMINATION

Failure on the part of the awarded firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The awarded firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the awarded firm.

In addition to the above, the County may terminate the Contract Agreement, or policy, at any time, without cause, upon thirty (30) days written notice to the awarded firm.

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

E. GOVERNING LAWS & REGULATIONS:

It shall be the responsibility of the awarded firm to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

F. LICENSES, PERMITS & FEES

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

G. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

H. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub- Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

I. SUB-CONTRACTORS:

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 5: Experience / Expertise and References, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART V: REQUEST FOR PROPOSALS SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that solicitation Respondents must meet in order to be eligible to submit a proposal. Responses must clearly show compliance to these minimum qualifications.

- Respondents must have a minimum of three (3) years' experience in providing web-based payment systems, and show proof thereof in each copy of the submitted RFP Package.
- Respondents are required to supply, with the submitted RFP proposal, sample programming code demonstrating integration with the Microsoft .NET programming environment, including examples for both a purchase and a refund transaction.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

C. RFP PACKAGE SUBMITAL FORMAT

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page
2	Cover Letter
3	Qualifications and Experience
4	Proposal Forms
5	Administrative Information

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

F. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

G. RFP PACKAGE COMPONENTS

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original hard copy original on and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFP Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit)

Section 2: Cover Letter

The cover letter should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract.
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package.
- Highlights of the Respondent's qualifications and ability to perform the project services
 - Profile – Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- Indicate whether proposer has ever filed an administrative or judicial action with any State agency or State court, and if so, what were the grounds/reasons, and what was the ultimate outcome?
- A brief statement of the respondent's understanding of the services required.

Section 3: Qualifications & Experience (Attachments 3-A through 3-H)

In this section, Respondent shall provide documentation to fully demonstrate the experience, education, and abilities of

any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

Respondent must also provide the following documentation in this section of the submitted RFP Package:

3-A. Licenses/Permits/Certifications

In this section of the package, each Respondent shall provide a list and copies of all current licenses and certifications. Minimum documentation shall be shown by completing and submitting **Attachment "3-A"** – Licenses/Permits/Certifications.

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

3-B. Claims, Liens, Litigation History

In this section of the package, each Respondent shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "3-B"** – Claims, Liens, and Litigation History.

3-C. Company Organization

In this section each Respondent shall submit a Company Organization Chart reflecting the organization of the company by submitting **Attachment "3-C"** – Company Organization Chart.

3-D. Project Team Organization

In this section each Respondent shall submit names, titles and organization of the proposed project team by submitting **Attachment "3-D"** – Project Team Organization Chart.

3-E. Key Personnel

In this section of each Respondent shall submit evidence of qualified personnel shown on the Project Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "3-E"** – Key Personnel List. The personnel list shall include any one who will be performing the responsibilities of a project manager, computer programmer/technical support, project administration and any other key position for this project. Brief comprehensive resumes should be provided for each staff member listed.

3-F. Proposed Sub-Contractors

In this section, each Respondent shall submit evidence of qualified Sub-Contractors proposed to perform any portion of work specified herein by completing all information and submitting **Attachment "3-F"** – List of Proposed Sub-Contractors. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Contractor listed. All proposed Sub-Contractors are subject to approval by the County.

3-G. Previous Experience

In this section firms shall provide a written narrative describing a minimum three (3) projects as the lead firm in the last five (5) years where the firm provided a web-based payment processing system by submitting **Attachment "3-G"** – Previous Experience. The written narrative must include, at a minimum: (1) Company or client category; (2) Background information or situation analysis; (3) Approach; (4) Deliverables; and (5) Identify the key participants involved and the role each of them played.

3-H. References

In this section each Respondent shall provide a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. Each Respondent must include **Attachment "3-H"** –

References in this section. References should include the primary contacts for the projects listed in the narrative for Section "3-G".

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 4: Proposal Forms (Attachments 4-A through 4-D, as applicable)

In this section, each Respondent shall submit the required attachments (see Part VII – Attachments/Forms of this RFP document) corresponding to the services being proposed.

Respondents shall also provide the following, as applicable, with the submitted RFP Package:

4-A. Technical Specifications & Features Matrix

In this section of the package, each Respondent shall provide detailed information on the specifications and features of the proposed web-based payment processing system, including, but not limited to, description of systems available and their capabilities, and system(s) functionality. In order for County staff to adequately compare and evaluate proposals objectively, each Respondent shall submit **Attachment "4-A"** – Technical Specifications & Features Matrix.

4-B. Sample Programming Code

Respondents are required to provide sample programming code demonstrating integration with the Microsoft .NET programming environment, including examples for both a purchase and a refund transaction by submitting **Attachment "4-B"** – Sample Programming Code.

4-C. Proposed Schedule/Timeline

Each Respondent shall provide a schedule/timeline for implementation of the web-based payment processing system, as identified in the RFP scope of services, by submitting **Attachment "4-C"** – Proposed Schedule/Timeline for Implementation of Deliverable.

4-D. Service Agreements and License Agreements

Respondents shall submit copies of any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.). These agreements are an integral part of the resulting Contract and will be reviewed by the SJC Purchasing Department and the County Attorney's Office. Changes will be negotiated prior to award of Contract. (NOTE: any terms and conditions in the Respondent's agreements or documents that conflict with the County's terms and conditions contained herein shall be modified or removed and should be done so prior to submission by Respondent.) An electronic editable version of all supplemental agreements or documents must be provided with your proposal for legal review by the County Attorney's Office. The County does not guarantee the incorporation of those agreements or documents into the final Contract. This information shall be provided by submitting **Attachment "4-D"** – Service Agreements and License Agreements.

4-E. System Costs

In this section, Respondents shall provide any and all system costs for the Proposed Web-based Payment Processing System. System Costs information shall be provided on **Attachment "4-E"** – Proposed System Cost Proposal. If any of the specific costs listed below are not applicable to the proposed system, Respondents must indicate "Not Applicable on Attachment "4-E":

- **Transaction Fees** – Respondents must submit any transactions fees percentages, based on payment type and payment service that will be charged for processing payments. Respondents must provide either a flat rate percentage or tiered rate percentages.
- **Implementation Cost Proposal** – Respondents must, if applicable, submit a detailed cost proposal for Implementation of the web-based payment processing system to include, but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided under this contract.

- **Annual Maintenance Cost Proposal** – Respondents must, if applicable, submit a detailed cost proposal for the Annual Maintenance Cost over a five year term, to include but not limited to: any and all annual software cost, licensing cost, maintenance, and upgrade fees to be provided under this contract.
- **Hourly Rate** – Respondents must, if applicable, submit an hourly rate for services not included in the Annual Maintenance Cost Proposal (Technical Support, Additional Training, etc.) which shall serve to lock in pricing for additional services requested by the County.
- **Additional System Costs** – Respondents shall provide details for any additional system costs for the proposed web-based payment processing system not identified above.

Section 5: Administrative Information

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and Submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit)

H. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each Respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any Respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF RESPONSES

All properly submitted RFP Packages that are determined to be responsive to the requirements of this RFP shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFP Packages submitted, an electronic copy of the RFP Document with all issued Addenda, an Evaluator’s Score Sheet, and an Evaluator’s Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual. Evaluators’ scores shall be announced at a public Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

J. EVALUATION CRITERIA

It is the intention of St. Johns County to evaluate, and rank the Respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points Per Evaluator:</u>
A. Company & Staff Qualifications and Resources	30
B. Related Experience	30
C. Technical Specifications & Features Matrix	40
Total Maximum Points Possible:	100

K. PRESENTATION BY SHORT-LISTED FIRMS

In the event the Evaluation Committee and Purchasing Department determines that presentations from short-listed firms are necessary to make a final recommendation, short-listed firms will be notified by the County. Presentation will be evaluated by the Evaluation Committee, and the scores from each Evaluator shall be added to the points awarded for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the short-listed firms with the above referenced notification by the County.

L. RECOMMENDATION FOR AWARD

It is the intent of County Staff to make a recommendation for award to the St. Johns County Board of County Commissioners for the highest ranked firm based on the evaluation of responsive, submitted RFP Packages. Recommendation shall be to approve the award and authorize the negotiations with the highest ranked firm, and upon successful negotiations, enter into a Contract Agreement. If negotiations with the highest ranked firm are unsuccessful, the County reserves the right to discontinue negotiations with the highest ranked firm and begin negotiations with the subsequently ranked firms until agreement can be reached over terms and conditions, or until the County determines that continuing with negotiations is not in the best interest of the County.

M. PROTEST PROCEDURES

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department, a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**DATE:
PROJECT:**

CRITERIA RANKING:

Respondents	A. Qualifications of Company, Staff and Resources 0 to 30	B. Related Experience 0 to 30	C. Technical Specifications & Features Matrix 0 to 40	TOTAL SCORE 0 - 100

SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

RFP NO: 18-59 WEB-BASED PAYMENT PROCESSING SYSTEM

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL, AND
ONE (1) EXACT ELECTRONIC COPY TO:**

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

FULL LEGAL NAME OF COMPANY: _____

MAILING ADDRESS: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Company Name: _____

St. Johns County Board of County Commissioners

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-59, Web-based Payment Processing System.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20__, by _____
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Company Name: _____

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No 18-59, Web-based Payment Processing System

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3-A"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

**ATTACHMENT "3-B"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

ATTACHMENT "3-C"
COMPANY ORGANIZATION CHART
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

ATTACHMENT "3-D"
PROJECT TEAM ORGANIZATION CHART
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

**ATTACHMENT “3-E”
KEY PERSONNEL LIST**

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3-F"

LIST OF PROPOSED SUB-CONSULTANTS

Each Respondent shall provide any and all Sub-Consultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Consultants are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONSULTANTS

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3- G"

PREVIOUS EXPERIENCE

(Attach or insert copy here of a written narrative for at least three (3) market analysis and feasibility study projects completed within the past five (5) years)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "3-H"

REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

1. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of Study): _____
Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____
Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____
Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

4. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

5. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

ATTACHMENT "4-A"

PROJECT APPROACH / SYSTEM FUNCTIONALITY

(Provide information regarding the following questions based on systems available and capabilities/functionality.)
(Attach or insert copy here.)

- A. Provide a description of systems available and capabilities including, but not limited to:
1. Levels of systems available;
 2. Differences in capabilities or options available;
 3. Limitations of available systems;
 4. Technical assistance available, identify levels of assistance.
 5. Describe any required hardware to accompany your solution.
 6. Is specialized software required on County Computers? If so, describe details of hardware, and operating system platforms.
- B. Answer the following regarding system functionality for the systems available:
1. How does the workflow of the system function; that is, does it meet the workflow requirement as identified in Part III.C of the RFP. List the steps involved for web-based payment processing.
 2. Describe the security process for customer login for the system.
 3. Is the system Level 1 Payment Card Industry (PCI-DSS) compliant?
 4. Provide a detailed explanation of your company's standards and provisions for PCI Compliance.
 5. What is your company's policy on security breaches or loss of information? How does your company respond to a security breach?
 6. What payment services does the system provide?

Payment Services	X
Web Payment	
Mobile Payment	
Kiosk Machine	
POS	

RFP 18-59

7. What forms of payment does the system accept?

Payment Types	X
Visa	
Master Card	
Discover	
American Express	
E-Check (checking/savings)	

8. Does the system provide electronic fund transfers to Bank of America? What is the timeframe for fund transfers for transactions? Please list all major banks the system is capable of providing electronic fund transfers.

9. How does the system deposit the funds electronically? As a single transaction, or multiple transactions based on payment type?

10. Are system users able to create an account and store payment information?

11. Can a system user process payment as a guest without establishing an online account (on-demand payment)?

12. Is the system user issued a receipt and confirmation number via email when completing a payment?

13. Does the system provide real-time post back processing?

14. Does the system provide an API function for refunding payment for specific transactions, and access to detailed payment transaction reporting?

15. Describe how voids, refunds, chargebacks, or credits are handled by the system. How is the County notified of changes to a transaction?

16. Describe your dispute resolution procedures for payment transactions.

17. Is the system capable of returning a list of all transactions to allow processed transactions to be automatically compared with the County's internal database of invoice/ticket numbers?

18. Does the system (Web Portal) provide the following key features:

Key Features	X
Reports by month, year, specific date	
Transaction query	
Download to csv or xls	
Flexible filed data choice	

19. Provide downtime statistics and communication protocol when the system is down.

20. Does the system provide a Sandbox environment for the purpose of unlimited testing without actual payments being processed?

21. Describe your firm's training and implementation approach.

22. Does the service provide on-going, live, technical support for County staff and customers after implementation? What are the hours of availability?

RFP 18-59

23. Is the system capable of integration with the Microsoft .NET programming environment?

C. Disaster Recovery Plan

1. Briefly describe your company's disaster recovery plan.
2. Is there a "hot" back-up processing site? How quickly can the site be implemented in the event of an emergency?

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

ATTACHMENT "4-B"
SAMPLE PROGRAMMING CODE
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM.**

ATTACHMENT "4-C"

PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES

(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

Full Legal Company Name: _____

ATTACHMENT "4-D"

SERVICE AGREEMENTS / END-USER LICENSE AGREEMENTS

(Attach or insert copy here any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., service level agreement, master service agreement, end-user license agreement, etc.))

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

ATTACHMENT "4-E"

SYSTEM COST PROPOSAL

Each Respondent shall submit a detailed cost proposal to reflect proposed costs for Transaction Fees, Implementation Costs, Maintenance Fees, and Hourly Rates, as applicable, for a Web-based payment processing system.

Web-based Payment Processing System Cost Proposal				
I. Transaction Fee Percentage (%) : Input either a proposed flat rate percentage (%) or tiered rate percentages (%) per payment type. If tiered, identify the ranges per percentage rate.				
Payment Type:	Tiered Rate Percentages (%) Transaction Fee		OR	Flat Rate Percentage (%) Transaction Fee
A. Visa	\$ _____ to \$ _____	_____ %	OR	_____ %
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
B. Master Card	\$ _____ to \$ _____	_____ %	OR	_____ %
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
C. Discover Card	\$ _____ to \$ _____	_____ %	OR	_____ %
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
D. American Express	\$ _____ to \$ _____	_____ %	OR	_____ %
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
E. E-Check	\$ _____ to \$ _____	_____ %	OR	_____ %
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
	\$ _____ to \$ _____	_____ %		
Additional Fees per Payment Service (if Applicable)	Percentage (%) Per Transaction Fee	OR	Dollar (\$) Amount Per Transaction Fee	
F. Web Payment	_____ %	OR	\$ _____	
G. Mobile Payment	_____ %	OR	\$ _____	
H. Kiosk Machine	_____ %	OR	\$ _____	
I. POS	_____ %	OR	\$ _____	

Web-based Payment Processing System Cost Proposal

I. IMPLEMENTATION COST: Includes, but not limited to: Cost of Product, Software, Conversion, Training, and Other services to be provided.		\$ _____
II. ANNUAL MAINTENANCE FEE (TOTAL FIVE YEAR COST): Includes, but not limited to: annual software cost, licensing cost, maintenance and upgrade fees. (Itemize individual annual year costs below)		\$ _____
Year 1 Annual Maintenance	\$ _____	
Year 2 Annual Maintenance	\$ _____	
Year 3 Annual Maintenance	\$ _____	
Year 4 Annual Maintenance	\$ _____	
Year 5 Annual Maintenance	\$ _____	
III. HOURLY RATE: For services (i.e. Technical Support, Additional Training, etc.) not included in the Annual Maintenance Cost. Includes any and all costs, fees, expenses, labor, transportation, materials, and any other dollars associated with providing additional hourly rate services requested by the County.		\$ _____ / Hour

RFP 18-59

During the preparation of the RFP, the following addenda, if any, were received:

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: _____

DATE OF SIGNATURE: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL ADDRESS: _____

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Qualifications & Experience		
	Attachment "3-A" – Licenses/Permits/Certifications		
	Attachment "3-B" – Claims, Liens, Litigation History		
	Attachment "3-C" – Company Organization Chart		
	Attachment "3-D" – Project Team Organization Chart		
	Attachment "3-E" – Key Personnel List		
	Attachment "3-F" – List of Proposed Sub-Contractors		
	Attachment "3-G" – Previous Experience		
	Attachment "3-H" – References		
	Resumes of Key Personnel and Staff proposed to perform services		
Section 4	Proposal Forms		
	Attachment "4-A" – Technical Specs & Features Matrix		
	Attachment "4-B" – Sample Programming Code		
	Attachment "4-C" – Proposed Schedule/Timeline		
	Attachment "4-D" – Service Agreements/End-User License Agreement		
	Attachment "4-E" – Proposed Cost Proposal		
Section 5	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Form		
	Copies of all Acknowledged Addenda		

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-59
WEB-BASED PAYMENT PROCESSING SYSTEM**

**Cut along the outer border and affix this label
to your sealed RFP envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN

SEALED RFP NO.:	<u>18-59</u>
RFP TITLE:	<u>Web-based Payment Processing System</u>
DUE DATE/TIME:	<u>Thur., June 7, 2018 @ 4:00 p.m.</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Diana M. Fye, AS, CPPB Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT