

1. **REQUESTED MOTION:**

**ACTION REQUESTED:** : Approve the utilization of piggybacking from the Orlando-Orange County Expressway Authority for credit card clearing house services, and enter into a Select Merchant Payment Card Processing Agreement with Paymentech, L.P., as stated in Orlando-Orange bid) for Visa, MasterCard, Discover, and American Express at the rates specified in Schedule A. This contract shall be in effect from December 1, 2002 for a period of one (1) year, with options to renew for three additional years.

**WHY ACTION IS NECESSARY:** In accordance with the Lee County Contracts Manual, Unique Purchases, Piggybacking, approved by the Board on September 25, 2001, the Board must approve all piggybacking and other professional services over \$50,000.00.

**WHAT ACTION ACCOMPLISHES:** This action allows acceptance of Visa, MasterCard, Discover and American Express credit cards at the LeeWay Service Center.

2. **DEPARTMENTAL CATEGORY:**

2. Transportation  
COMMISSION DISTRICT #:

C9D

3. **MEETING DATE:**

06-03-2003

4. **AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE AC-4-4
  - OTHER

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION
- BY: Scott Gilbertson, Director

7. **BACKGROUND:**

The Contracts Management Office received a request from the Toll Facilities, to utilize piggybacking from the Orlando-Orange County Expressway Authority, for credit card clearing house services.

The Lee County Contracts Manual under Unique Purchases, "Piggybacking", allows Lee County to utilize the bids of other government entities as long as the procurement has gone through their competitive bidding process.

The Department of Transportation has reviewed and verified the services to be used. In addition, permission has been received from the Orlando-Orange County Expressway Authority and Paymentech LP to utilize this bid.

Therefore, approval is requested to utilize piggybacking from the Orlando-Orange County Expressway Authority bid, which has gone through their formal competitive bidding process, for credit card clearing house services and enter into a Select Merchant Payment Card Processing Agreement with Paymentech LP for Visa, MasterCard, Discover, and American Express at the rates specified in Schedule A. This contract shall be in effect from December 1, 2002 for a period of one (1) year, with options to renew for three additional years.

--Continued on Page 2--

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing of Contracts	C Human Resources	D Other	E County Attorney	F Budget Services (CLM 5/16/03)			G County Manager
					OA	OM	Risk	GC
5/15/03 <i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i> 5/16/03	<i>[Signature]</i> 5/20/03 for RK	<i>[Signature]</i> 5/20/03	<i>[Signature]</i>	<i>[Signature]</i> 5-15-03

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 5/16/03  
Time: 8:30 AM  
Forwarded To:  
5-16-03  
5:45 PM

RECEIVED BY  
COUNTY ADMIN.  
5-16-03  
9:05  
COUNTY ADMIN.  
FORWARDED TO:  
5/20/03

## 7. BACKGROUND (CONTINUED)

Funds will be made available in account #PE5414742104.503130

### Attachments:

1. Orlando-Orange Approval
2. Paymentech LP, Proposal
3. Paymentech LP, Approval
4. Three (3) original Select Merchant Payment Card Processing Agreements



**ORLANDO - ORANGE COUNTY**

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

Ms. Carol Goldwasser  
Project Manager  
Lee County  
P.O. Box 398  
Ft. Myers, Florida 32902

February 13, 2003

Dear Ms. Goldwasser

Pursuant to your request, this letter serves to authorize Lee County to utilize any and all terms or conditions from the existing contract between Orlando-Orange County Expressway Authority ("OOCEA") and Paymentech, L.P. ("Paymentech") (executed January 1, 2003) (the "Contract"), under and with the following express terms and conditions:

1. Lee County shall have, if any, a contract with Paymentech separate and independent of OOCEA's Contract with Paymentech. Lee County and OOCEA shall be neither parties to, nor guarantors or beneficiaries of, each other's respective contracts with Paymentech; and
2. It is expressly understood that this letter of authorization gives Lee County the right, but not the obligation, to adopt or utilize any and all terms or conditions of the Contract, in Lee County's relationship, if any, with Paymentech; and
3. Recognizing that Lee County and OOCEA are separate and distinct entities, each governed by separate legislation and having individual and unique contractual needs, OOCEA shall bear no liability of any kind or nature, directly or indirectly, with respect to or arising out of Lee County's adoption or use of any terms or conditions from the Contract. Pursuant to Florida Law in particular 768.28, Florida Statutes, Lee County holds and shall hold OOCEA harmless with respect to Lee County's adoption or use of any terms or conditions of the Contract in its own contract with Paymentech. Lee County shall not involve OOCEA, in any way, directly or indirectly, as a party or as a non-party, in any claim, claim for damages, dispute, liability, lawsuit, action, or proceeding (whether judicial, administrative, or otherwise), arising out of Lee County's adoption or use of any terms or conditions of the Contract, regardless of whether any such claim, claim for damages, dispute, liability, lawsuit, action, or proceeding may be initiated by Lee County, Paymentech, or a third party; and



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4. In any dispute, lawsuit, or proceeding related to or arising out of this letter of authorization, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Venue for any such dispute, lawsuit, or proceeding shall be in Orange County, Florida; and

5. The effective date of this letter of authorization shall be the date of acknowledgment and acceptance below, by an individual, board, commission, or other entity of Lee County that is authorized to accept the foregoing terms for or on behalf of Lee County.

Acknowledged and accepted this \_\_\_ day of \_\_\_\_\_, 2003.

LEE COUNTY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of Lee County, Florida.

\_\_\_\_\_  
Notary Signature

Notary Stamp:

Sincerely,

Harold W. Worrall, P.E.  
Executive Director



4200 West Cypress St., Suite 500  
Tampa, FL 33607

March 5, 2003

Susan Hopwood  
LeeWay  
1366 Colonial Blvd.  
Ft Myers, FL 33907

Dear Susan,

Please use this letter as notification that Paymentech will allow Lee County to utilize and “piggyback” off the contract and schedule A pricing that is currently being used by the Orlando Orange County Expressway Authority.

Attached are 3 copies of the contract executed by Paymentech for review and sign-off by the Lee County Board of County commissioners.

You can use this contract and favorable pricing for other Lee County agencies that can benefit from the lower pricing and superior service levels provided by Paymentech.

As always please call if you have any questions.

I am looking forward to working with you and doing business with LeeWay.

Sincerely,

Harry Johnson  
Strategic Market Manager  
(813) 354-4206  
hjohnson@paymentech.com

# Paymentech

## SELECT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

**WHEREAS PAYMENTECH, LP**, a Delaware limited partnership, having its principal office at 1601 Elm Street, Dallas, Texas 75201 ("Paymentech," "we", "our" or "us") is a member of Visa and MasterCard and is authorized to process the payment card transactions listed on Schedule A; and

**WHEREAS Lee County Board of County Commissioners**, a body politic and corporate, established and existing in accordance with the laws of the State of Florida, with principal offices located at P.O. Box 398, Ft Myers, Florida 33902 ("Merchant," "you" or "your") wishes to accept payment cards from its customers for the sale or lease of goods or services offered by Merchant;

**ACCORDINGLY**, in consideration of the mutual promises made and the mutual benefits to be derived from this Merchant Agreement, Paymentech and Merchant agree to the following terms and conditions intending to be legally bound:

### **1. Merchant's Acceptance of Cards.**

**1.1 Exclusivity.** You will tender to us Sales Data generated from all your Card transactions via electronic data transmission according to our formats and procedures. You will not use the services of any bank, corporation, entity or person other than Paymentech for authorization of Visa or MasterCard transactions or for processing MasterCard and Visa transactions throughout the term of this Agreement, except for your divisions, products or business lines specified in the Merchant Application or for which we otherwise agree in writing not to process. Notwithstanding the foregoing, approximately 200 of Merchant's customers transactions (those which are part of the ORANGES pilot project) shall not be processed by Paymentech but shall be processed by Touch Technologies or such other processor as is selected by Merchant.

**1.2 Certain Card Acceptance Policies.** You will honor without discrimination valid Cards properly tendered for use. Each sale you make involving a Card must be evidenced by a single Sales Data record completed with the sale date and the sale amount, and other information as required by the Associations or by us. You are not allowed to impose any surcharge or finance charge on the Card transaction or otherwise require the Cardholder to pay the fees payable by you under this Agreement. You are not allowed to set a dollar amount above or below which you refuse to honor otherwise valid Cards. With respect to any transaction for which a Card is not physically presented, such as in any on-line, mail, telephone or pre-authorized transaction, you must (i) have notified us on your application or otherwise in writing of your intention to conduct such transactions and we have agreed to accept them, and (ii) have reasonable procedures in place to ensure that each Card sale is made to a purchaser who actually is the Cardholder or the authorized user of the Card. Notwithstanding the foregoing, you acknowledge that under the Association Rules, you cannot rebut a Chargeback where the Cardholder disputes making the purchase without an electronic record or physical imprint of the Card.

**1.3 Operating Guide; Association Rules.** You agree to comply with all Association Rules and Operating Guide procedures, as may be applicable to you and in effect from time to time and of which you have been informed in writing, and with such other procedures as we may from time to time prescribe for the creation or transmission of Sales Data. We may modify and supplement the Operating Guide in order to comply with requirements imposed by the Association Rules. You acknowledge that you have received a copy of the Operating Guide at or prior to your execution of this Agreement, and that you can also view the Operating Guide on-line at the Paymentech Internet website. Notwithstanding the foregoing or any other provision herein to the contrary, in the event of a conflict between this Agreement and the provisions of the Association Rules and Operating Guide, the provisions of this Agreement shall control. Merchant shall have the right, but not the obligation, to terminate this Agreement by written notice within ten (10) days of Merchant's receiving notice of any rule (or amendment to any rule) of which Merchant previously had not been informed in writing, if Merchant reasonably and in good faith determines that such rule or amendment would detrimentally affect Merchant's business or operations.

**1.4 Requirements for Sales Data.** As to each Sales Data you tender to us for processing, you represent and warrant that, to the best of your knowledge:

- (1) The Sales Data represents payment or refund of payment, for the bona fide sale or lease of the goods, services or both, which you have provided in the ordinary course of your business, and the Sales Data is not submitted on behalf of a third party.
- (2) The Sales Data does not involve any element of credit for any purpose other than payment for a current transaction (including payment of a previously-dishonored check) and, except in the case of approved installment or pre-payment plans, the goods have been shipped or services actually rendered to the Cardholder;
- (3) The Sales Data is free from any material alteration not authorized by the Cardholder.
- (4) Neither you nor your employee has advanced any cash to the Cardholder or to yourself or to any of your representatives, agents or employees in connection with the Card transaction, nor have you accepted payment for effecting credits to a Cardholder's account.
- (5) To the best of your knowledge, the goods described in each Sales Data are your sole property and you are free to sell them.
- (6) You have made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to us in writing as provided in Section 3.
- (7) You have no knowledge or notice of information that would lead you to believe that the enforceability or collectibility of the subject Sales Data is in any manner impaired, and the transaction is in compliance with all applicable laws, ordinances, and regulations; and you have originated the Sales Data in compliance with this Agreement and the Association Rules.

(8) For a Card sale where the Cardholder pays in installments or on a deferred payment plan, a Sales Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Cardholder agreed to be charged. All installments and deferred payments, whether or not they have been submitted to us for processing, shall be deemed to be a part of the original Card sale.

## **2. Authorizations.**

**2.1 Obtaining Authorizations.** You are required to obtain authorization/approval codes for all Card transactions by contacting the center designated by Paymentech. Under certain circumstances and only if we have agreed in advance, we will make authorization/approval code requests on your behalf, if you have not otherwise provided an authorization/approval code. You acknowledge that authorization/approval code of a Card transaction indicates only that credit is available for the Card transaction at the time the authorization is given, and it does not constitute a representation from us or from the Cardholder's issuing bank that a particular Card transaction is in fact a valid or undisputed transaction entered into by the actual Cardholder or an authorized user of the Card.

**2.2 Lack of Authorization.** We reserve the right to refuse to process any Sales Data presented by you (i) unless a proper authorization/approval code is recorded, (ii) if we reasonably determine that the Sales Data is or will become uncollectible from the Cardholder to which the transaction would otherwise be charged, or (iii) if we determine that the Sales Data was prepared in violation of any provision of this Agreement.

## **3. Refunds and Adjustments.**

**3.1 Disclosure of Refund Policy.** You are required to maintain a fair policy with regard to the return/cancellation of merchandise or services and adjustment of Card sales. You are required to disclose to us on your application your return/cancellation policy. Your return/cancellation policy must be disclosed to your customers.

**3.2 Changes to Policy.** Any change in your return/cancellation policy must be submitted in writing to us not less than 14 days prior to any change. We reserve the right to refuse to process any Sales Data made subject to a revised return/cancellation of which we have not been notified in advance.

**3.3 Procedure for Refunds/Adjustments.** If you allow a price adjustment, return of merchandise or cancellation of services in connection with a Card sale, you will prepare and deliver to us Sales Data reflecting such refund or adjustment within 3 days of receiving the customer's request for such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Sales Data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise. You are not allowed to accept cash or any other payment or consideration from a customer in return for preparing a refund to be deposited to the Cardholder's account nor to give cash refunds to a Cardholder in connection with a Card sale, unless required by law.

## **4. Settlement.**

**4.1 Submission of Sales Data.** You are required to transmit your Sales Data to us on the next business day immediately following the day that such Sales Data is originated. Unless otherwise indicated on Schedule A, you will be solely responsible for all communication expenses required to accomplish the transmission of Sales Data.

**4.2 Merchant's Bank Account.** In order to receive funds from Paymentech, you must maintain a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You agree not to close your designated bank account without giving us at least five (5) days' prior written notice and substituting another bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your bank account in accordance with the terms of this Agreement at any time without respect to the source of any monies in the bank account. This authority will remain in full force and effect until we notify your bank that all monies due from you under this Agreement have been paid in full. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or your bank.

**4.3 Travel and Entertainment Cards.** You cannot submit any T&E Card transaction for processing by Paymentech unless you have in effect a valid agreement with the respective T&E Card company. For the T&E Card transactions designated on Schedule A, upon transmission of such Sales Data by you, we will forward the Sales Data to the appropriate T&E Card company. Except to the extent that we may provide funds settlement services for JCB or Diners Club/Carte Blanche transactions, payment of the proceeds due you will be governed by whatever agreement you have with that T&E Card company, and we do not bear any responsibility for their performance. If your agreement with a T&E Card company requires the T&E Card company's consent for us to perform the services contemplated by our Agreement, you are responsible for obtaining that consent.

**4.4 Transfer of Settlement Funds.** For all other Card transactions, immediately upon our receipt of your Sales Data, we will process your Sales Data to facilitate the funds transfer between the various Associations and you for Card sales. After we receive credit for such Sales Data, we will provide provisional credit to your bank account for the proceeds. The proceeds payable to you shall be equal to the amounts received by us in respect of your Sales Data minus the sum of the following: all fees, charges and discounts set forth in Schedule A, all adjustments and Chargebacks, all equipment charges agreed to by Merchant (if any), all Cardholder refunds and adjustments, all Reserve Account amounts, and any fees, charges, fines, assessments, penalties, or other liabilities that may be imposed from time to time by the Associations, all of which amounts are due and payable at the time the related services are rendered to you or the related Chargebacks or other fees or adjustments are received from the Associations. Alternatively, at our option, we may debit your bank account for such amounts when they become due and payable and increase the proceeds payable to you accordingly.

**4.5 Negative Amounts.** To the extent Sales Data does not represent sufficient credits or the bank account does not have a sufficient balance to pay amounts due from under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit your bank account for the amount of the negative balance; (iii) withhold your settlement payments until all amounts are paid, (iv) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity. Furthermore, if the amount represented by your Sales Data in any day is negative due to refunds/customer credits being submitted by you in excess of your sales, you are required to provide us

with sufficient funds prior to the submission of the Sales Data so as to prevent the occurrence of a negative balance.

**4.6 Delinquency/Merchant Fraud.** If (i) there is a material, adverse change in your financial condition or your payment record with creditors, or if you are in material default of this Agreement; or (ii) if you adversely change your billing practice in relation to shipment of merchandise or fulfillment of service or change refund procedures currently in place, and you fail to notify us in advance, or (iii) you are receiving excessive Chargebacks (as defined in Section 7.2 below) (iv) you significantly alter the nature of your business or product lines or (v) if we have reasonable grounds to believe that we may be liable to third parties for the provisional credit extended to you or that you may be liable to your Card sale customers, we may temporarily suspend payments to you during our investigation of the issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of existing or anticipated Chargebacks and to satisfy your other obligations under this Agreement (the "Reserve Account"), which may be funded in the same manner as provided for negative balances in Section 4.5. The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve Account toward, and may set off any funds that would otherwise be payable to the Merchant against, the satisfaction of any amounts which are or become due from Merchant pursuant to this Agreement. The Reserve Account will not bear interest, and you will have no right or interest in the funds in the Reserve Account; provided that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve Account. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve Account, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. Merchant's obligations and Paymentech's rights under this Section 4.6 survive termination of this Agreement.

**5. Accounting.** We will supply a detailed statement reflecting the activity for your Merchant account(s). We will not be responsible for any error that you do not bring to our attention within 180 days from the date of such statement where the error first appears.

## **6. Retrieval Requests.**

**6.1 Records.** You are required by the Associations to store original documentation of each transaction for at least six months from the date of the respective transaction, and to retain copies of all such data for at least 18 months from the date of the respective transaction. You are not allowed to charge a fee for the creation or storage of such copies. We may, at our discretion, require you to deliver copies of Sales Data to us rather than storing it.

**6.2 Response to Retrieval Requests.** We will send you any Retrieval Request that we cannot satisfy with the information we have on file concerning any Card sale. In response, you must provide us in writing by certified or overnight mail or by confirmed fax (or by other means as agreed by Paymentech) the resolution of your investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval Request within fifteen business days after we send it to you (or such shorter time as the Association Rules may require and of which we notify you). Once we receive your response, we will take the appropriate steps in a timely manner to reduce the probability of the Cardholder's bank sending an unjustified Chargeback. You acknowledge that your failure to fulfill a Retrieval Request in accordance with Association Rules may result in an irreversible Chargeback.

## **7. Chargebacks.**

**7.1 Chargeback Reasons.** You may receive a Chargeback from a Cardholder or Card issuer for a number of reasons under the Association Rules. The following are some of the most common reasons for Chargebacks:

- (1) Your failure to issue a refund to a Cardholder upon the return or non-delivery of goods or services.
- (2) An authorization/approval code was required and not obtained.
- (3) The Sales Data is prepared incorrectly or fraudulently.
- (4) We did not receive your response to a Retrieval Request within fifteen business days or any shorter time period required by the Association Rules.
- (5) The Cardholder disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim.
- (6) The Cardholder refuses to make payment for a Card sale because in the Cardholder's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.
- (7) The Card was not actually presented at the time of the sale or you failed to obtain an electronic record or a physical imprint of the Card, and the Cardholder denies making the purchase. The Merchant acknowledges that, under these circumstances, the fact that an authorization/approval code was obtained does not mean that a particular Card transaction is in fact a valid or undisputed transaction entered into by the actual Cardholder or an authorized user of the Card.

**7.2 Excessive Chargebacks.** If we determine that you are receiving an excessive amount of Chargebacks, in addition to our other remedies under this Agreement we may take the following actions: (1) review your internal procedures relating to acceptance of Cards and notify you of new procedures you should adopt (at your sole discretion) in order to avoid future Chargebacks; (2) notify you of a new rate we will charge you to process your Chargebacks; or (3) collect from you (pursuant to Section 4.6) an amount reasonably determined by us to be sufficient to cover anticipated Chargebacks and related fees and fines; or (4) terminate the Agreement with written notice of termination. For purposes of this Agreement, an excessive number of Chargebacks means one Chargeback per 100 Sales Data records or the total dollar amount of Chargebacks is greater than or equal to three percent of the total dollar amount of Sales Data for any 30 day period. The foregoing percentages are subject to change in accordance with the Association Rules. You also agree to pay any and all Association fees and fines assessed against you or against Paymentech relating to your violation of the Agreement, the Operating Guide or the Association Rules with respect to your transactions or with respect to excessive Chargebacks under this Section.

**7.3 Claims of Cardholder Customers.** You have full liability if any Sales Data for which we have given your bank account provisional



credit is the subject of a Chargeback. Subsequently, you are allowed to resubmit applicable Sales Data for a second presentation, but only in accordance with Association Rules. To the extent that we have paid or may be called upon to pay a Chargeback or refund/adjustment for or on the account of a Cardholder and you do not reimburse us as provided in this Agreement, then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, we have all of the rights and remedies of such Cardholder under applicable federal, state or local law and you authorize us to assert any and all such claims in our own name for and on behalf of any such Cardholder customer individually or all such Cardholder customers as a class.

**8. Advertising.** Wherever you accept Cards, you will inform the public of the Cards that you honor. However, you may not indicate that any of the Associations endorses your goods or services.

**9. Fees.**

**9.1 Schedule A.** You agree to pay us for our services as set forth in Schedule A in accordance with this Agreement. Unless otherwise expressly stated in Schedule A, such pricing is based on all transactions qualifying under the Association Rules for the lowest Association interchange rates. For Sales Data that does not qualify, the standard Association interchange rate will apply, which may be higher for non-qualifying transactions than the qualifying rate shown on Schedule A.

**9.2 Price Changes.** You acknowledge that your pricing is based on your representation as to your volume of Card transactions, method of processing, type of business, and interchange qualification criteria as represented in your Application and Schedule A. To the extent your actual volumes, method, type and criteria differ from this information, we may modify the pricing on Schedule A with thirty days' prior written notice. In addition, by giving written notice to you we may change our fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by you. Such new prices will be applicable to you as of the effective date established by the Association or third party provider, or as of any later date specified in our notice to you. Notwithstanding the foregoing, in no event shall Paymentech's fees be effective sooner than thirty (30) days after Merchant's receipt of written notice regarding the same.

**10. Termination.**

**10.1 Term.** This agreement takes effect on the date it is executed by Paymentech and has an initial term expiring two years from that date. Unless otherwise terminated by either party as provided in this Agreement, the Agreement will automatically extend for three additional and successive one-year terms. Unless otherwise terminated by either party as provided in this Agreement, the Agreement will then automatically extend successive 30-day terms. Either party may give notice of non-renewal of this Agreement in writing no more than 90 days and no less than 30 days prior to any anniversary of the initial effective date. Also, we may terminate the Agreement if an Association notifies us that it is unwilling to continue accepting your Sales Data.

**10.2 Termination for Cause.** If we fail to reasonably provide the services called for under this Agreement then you provide us written notice specifying the failure of performance, and we will rectify such failure of performance within thirty (30) days of our receipt of such notice. If we do not rectify our failure of performance within thirty (30) days after receipt of notification, then you may immediately terminate this Agreement upon written notice to us. If you wrongfully terminate the Agreement prior to the expiration of the term, in order to compensate us for our lost revenue, you agree to pay as liquidated damages an amount calculated by multiplying the average monthly fees (net of Association interchange, assessments and fines) from the prior six months by the number of months remaining in the contract term. Such amount will be funded, to the extent possible, according to the same methods for collecting amounts due under Section 4.5 of this Agreement. We may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) any noncompliance with this Agreement, the Association Rules or the Operating Procedures, which is not cured within thirty days of our notice to you; except that no cure period is allowed for termination based on Merchant fraud or failure to fund a Reserve Account, and except as otherwise provided in this Agreement; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; (iii) Paymentech reasonably and in good faith deems Merchant to be financially insecure, (iv) Merchant is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) maintained by Visa and MasterCard or any Association notifies us that it is no longer willing to accept your Sales Data, or (v) for a period of more than 60 consecutive days, you do not transmit Sales Data to us.

**10.3 Account Activity After Termination.** Termination does not affect either party's respective rights and obligations under this Agreement as to Sales Data submitted before termination. If you submit Sales Data to us after the date of termination for which you have given us notice, we may, at our discretion, process such Sales Data in accordance with the terms of this Agreement. Upon notice of any termination of this Agreement, we may notify you of the estimated aggregate dollar amount of Chargebacks and other obligations and liabilities that we reasonably anticipate subsequent to termination, and you agree to immediately deposit such amount, or we may withhold such amounts from your credits, in order to establish a Reserve Account pursuant to and governed by the terms and conditions of Section 4.6.

**11. Indemnification.** The indemnity provided under this Section 11 shall survive the termination of this Agreement.

**11.1 Paymentech.** We agree to indemnify you from any losses, liabilities, and damages of any and every kind (including, without limitation, your costs, expenses and reasonable attorneys' fees) arising out of any Cardholder complaint or Chargeback related to (i) any failure by us to properly safeguard the Cardholder's account information or (ii) our failure to deliver funds processed by us in accordance with Section 4.4 which relate to payments due from us for Sales Data, or (iii) any voluntary or involuntary bankruptcy or insolvency proceeding by or against us. This indemnification does not apply to any claim or complaint relating to your failure to resolve a payment dispute concerning merchandise or services sold by you. The indemnification provided for in this Section 11.1 is subject to Section 14.

**11.2 Merchant.** You agree to indemnify Paymentech, the Associations, its affiliates, officers, directors, employees, and agents from any from any losses, liabilities, and damages of any and every kind (including, without limitation, our costs, expenses and reasonable attorneys' fees) arising out of any claim, complaint, or Chargeback (i) made or claimed by a Cardholder with respect to any Sales Data submitted by you or (ii) caused by your noncompliance with this Agreement or the Association Rules, including any breach of a representation or warranty made by you, or (iii) any voluntary or involuntary bankruptcy or insolvency proceeding by or against you. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Paymentech's own

negligence or willful misconduct. The indemnification provided for in this Section 11.2 is subject to Section 14.

**12. No Disclosure of Cardholder Information.** We will exercise reasonable care to prevent disclosure or use of Card information, other than as permitted under the Association Rules. You will exercise reasonable care to prevent disclosure of Card information, other than to your agents and contractors for the purpose of assisting you in completing a Card transaction, or to the applicable Association, or as specifically required by law. Each party will store all media containing Card numbers in an area limited to selected personnel and prior to either party discarding any material containing Cardholder information, the party will destroy it in a manner rendering the Card account numbers unreadable. If at any time either party determines that Card account number information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties, as we deem necessary.

### **13. Information About Merchant's Business.**

**13.1 Additional Financial Information.** You agree to furnish us within five days of our request your most recently prepared financial statements and credit information.

**13.2 Other Information.** With prior notice and during your normal hours of operation, our duly authorized representatives may visit your business premises and may examine only that part of your books and records that pertain to your Sales Data and Card sales. You agree to provide us at least thirty days' prior written notice of your intent to change your product line or services, or your trade name, or the manner in which you accept Cards. If we determine such a change is material to our relationship with you, we may refuse to process Sales Data made pursuant to the change. You agree to provide us with prompt written notice if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding.

**14. Disclaimer; Limitation of Damages.** Subject to Section 5, we will, at our own expense, correct any data in which (and to the extent that) errors have been caused by us, or by malfunctions of our Intellectual Property or machines. Under no circumstances will Paymentech's financial responsibility for Paymentech's failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Association interchange, assessments and fines) for the six months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, ITS RESPECTIVE EMPLOYEES OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO THE ESTABLISHMENT OF A RESERVE ACCOUNT TO WHICH A SECURITY INTEREST MAY ATTACH HEREUNDER, BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY. PAYMENTECH HEREBY WARRANTS THAT IT WILL PERFORM THE SERVICES PROVIDED FOR IN THIS AGREEMENT IN ACCORDANCE WITH GENERALLY ACCEPTED STANDARDS FOR SUCH SERVICES IN THE CARD PROCESSING INDUSTRY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PAYMENTECH DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES, PRODUCTS AND EQUIPMENT PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

### **15. Intellectual Property.**

**15.1 License.** We retain all ownership and copyright interest in and to any and all Intellectual Property, computer programs, related documentation, technology, know how and processes developed by us and provided in connection with this Agreement (collectively, the "Intellectual Property"), and we grant you a non-exclusive license to use the Intellectual Property for the limited purpose of performing under this Agreement. Unless otherwise provided in a separate agreement between you and us, any Intellectual Property or machinery provided by us but not developed by Paymentech, is being licensed or purchased by you directly from the manufacturer or developer of such machinery or Intellectual Property. You acknowledge that the license granted herein is limited to your own use exclusively and that you do not have the right to sub-license any of the Intellectual Property in either their original or modified form. You agree that you will not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without our prior written consent. Merchant's obligations under this Section 15.1 shall survive the termination of this Agreement.

**15.2 Infringement Warranty.** We represent and warrant that your use of the Intellectual Property as contemplated by this Agreement does not violate any copyright, patent, trade secret, or trademarks of any person. We will defend (or settle) at our own expense any and all claims that the above items infringe a trademark, copyright, trade secret, or patent, if you give us prompt notice of any such claim or lawsuit against you relating to the Intellectual Property. If your use of the Intellectual Property is prevented by any legal process, we will procure for you the right to continue to use the Intellectual Property, or modify the Intellectual Property so that it is no longer infringing, or replace the Intellectual Property with non-infringing Intellectual Property of equal or superior functional capability.

### **16. Miscellaneous.**

**16.1. Taxes.** Merchant is a tax exempt entity and agrees to provide evidence of such tax exemption to Paymentech upon written request. Should Merchant's tax exempt status change at any time during the term of this Agreement, or any extension thereof, Merchant agrees to pay any taxes imposed on the sale or lease of Intellectual Property or services contemplated by this Agreement during the term of this Agreement and you authorize us to increase the amount of your payment to reflect any and all assessments or increases in the sales, use, occupational, property, lease or other taxes imposed on such sale or lease of services or Intellectual Property.

**16.2 Application and Credit Check.** All statements made on your Application for this Agreement are true as of the date of your execution of this Agreement. Your signature on this Agreement authorizes us to perform any credit check deemed necessary of Merchant.

**16.3 Section Headings.** The section headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of this Agreement.

**16.4 Assignment.** We cannot assign this Agreement without your prior written consent, except that we may assign this Agreement to a Visa and MasterCard member qualified to perform our obligations under this Agreement. You cannot assign or transfer your rights or delegate your responsibilities under this Agreement without our prior written consent.

**16.5 Parties.** This Agreement binds you and us and our respective heirs, representatives, successors (including those by merger and acquisition) and permitted assigns. You represent and warrant that your execution of and performance under this Agreement (i) in no way

breaches, contravenes, violates or in any manner conflicts with any of your other legal obligations, including, without limitation, your organizational charter or similar document or any agreement between you and any third party; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party and that the person signing this Agreement on your behalf is duly authorized to do so. In providing services to you, we will not be acting in the capacity of your agent, partner, or joint venturer, and we are acting as an independent contractor. Each party agrees that the other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but shall not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

**16.6 Severability.** Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

**16.7 Waivers.** No term or condition of this Agreement may be waived unless both parties sign a written waiver.

**16.8 Entire Agreement.** The Association Rules, Operating Guide, and all schedules, and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein. This Agreement shall prevail over the terms of any agreement governing the bank account.

**16.9 Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, or mailed first class, postage prepaid (and deemed to be delivered when mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

**16.10 Governing Law; Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of law provisions. Any action, proceeding, litigation or mediation relating to or arising from this Agreement must be exclusively in a court of competent jurisdiction in Orange County, Florida THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

**16.11 Attorneys' Fees.** In any action to enforce any obligations under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's costs, expenses and reasonable attorney's fees, through all appellate levels.

**16.12 Force Majeure.** Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labor strife, riots, war, nonperformance of vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 16.12 will affect or excuse your liabilities and obligations for Chargebacks, refunds or unfulfilled products and services to the extent provided by law.

**17. Definitions.**

**17.1** Application is your statement of the characteristics of your account that you have submitted to us to induce us to enter into this Agreement with you and that has induced us to process your Card transactions under the terms and conditions of this Agreement

**17.2** Association is a group of Card issuer banks that facilitates the use of payment cards, such as the systems operated by MasterCard International, Inc. and Visa, Inc. Association Rules are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

**17.3** Card is both the plastic card or other evidence of the account and the account number, issued by a Card issuer to the Cardholder, either of which you accept from your customers as payment for their purchases from you, such as a MasterCard, Visa or JCB Card or such other payment card as we may hereafter agree.

**17.4** Cardholder is the person to whom the Card is issued and who is entitled to use the Card.

**17.5** Chargeback is a reversal of a Card sale you previously presented pursuant to Association Rules.

**17.6** Retrieval Request is a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale you have made.

**17.7** Sales Data is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

**17.8** T&E Card is a travel and entertainment Card issued by American Express, Novus/Discover, Carte Blanche, Diner's Club, or such other T&E Card for which we may agree to accept submissions in the future.

Agreed and Accepted by:

Agreed and Accepted by:

**THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

**PAYMENTECH, L.P.**


By  
**Ray Judah** – Chairman Lee County Board of County Commissioners

By: **PTI General Partner, LLC, its general partner**

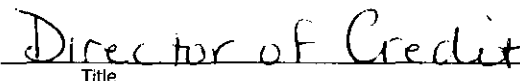
Date

  
By

Address

  
Print Name

City, State Zip

  
Title

REVISION 12/99

To Be Completed By **Paymentech, LP**

Your Merchant Agreement Contract Number is: \_\_\_\_\_

Your Merchant Processing Identification Number Will Be Provided At Time of Processing Set Up

**Paymentech LP**  
**Schedule 'A' to the**  
**Merchant Agreement**

**MERCHANT: LeeWay – Lee County**

**Assumptions**

Annual Credit Card Volume	\$5,277,763.00
Average Transaction Size	\$46

**Merchant Discount Fees**

<b>Credit Card Interchange</b>	<b>VISA</b>	<b>MasterCard</b>
CPS Retail (Card Swiped-Settled in 24 hours)	1.37% + \$.10	
Merit 3 (Card Swiped-Settled in 24 hours)		1.38% + \$.10
Check Card (Card Swiped-Settled in 24 hours)	1.25% + \$.10	
CPS/Retail Key Entry – MCC 9311 (requires AVS ZIP match)	1.80% + \$.10	
CPS Card Not Present – MCC 9311 (requires AVS request)	1.80% + \$.10	
Visa CPS Emerging Market – MCC 9211, 9222, 9399	1.43% + \$.05	
Commercial Card (T&E or without enhanced data)	2.10% + \$.10	
EIRF – MC9311 (Keyed without AVS or delayed settlement)	2.00% + \$.10	
Visa Commercial Card Standard	2.50% + \$.10	
Visa International Electronic	1.00%	
Visa International Standard	1.44%	
Visa International Commercial Card	1.80%	
Visa GSA Large Ticket	.95% + \$35.00	
Merit I (MO/TO)		1.90% + \$.10
MasterCard Retail Key Entered (No AVS required)		1.80% + \$.10
Standard	2.30% + \$.10	2.54% + \$.10
International Electronic		1.37%
International (Standard)		2.10% + \$.10
US Corporate Data Rate I (Keyed)		2.35% + \$.10
US Corporate Data Rate II (Keyed)		1.75%
US Corporate Data Rate III (Keyed) Salem Only		1.50%
US Corporate Standard		2.54% + \$.10
International Corporate & Purchasing		2.05%
International Corporate Purchasing – Large Ticket		.75% + \$30.00
International Corporate Purchasing Data Rate II		1.65%
<b>Card Association Dues and Assessments</b>	<b>VISA</b>	<b>MasterCard</b>
	0.084%	0.095%

Periodic Interchange, Dues and Assessment changes will be passed through at cost, upon thirty days written notice.

**Paymentech LP  
Schedule 'A' to the  
Merchant Agreement**

**MERCHANT: LeeWay – Lee County**

**Other Fees**

<b>Processing Fees</b>	<b>Per Transaction</b>
American Express/Discover Authorization, Capture & Conveyance	\$0.06
MasterCard/Visa Authorization, Capture & Settlement (Dial Transactions Only)	\$0.06
Voice Authorization	\$0.65
Address Verification Service	No Charge
Chargeback Handling	\$10.00 per chargeback
ACH Funds Transfer	-0-
Frame Relay	\$360 / month
<b>Paymentech Orbital Payment Gateway Fees</b>	
One Time Set Up Fee – Per MID	\$100.00
Monthly Fee – Per MID	\$25.00
Per Transaction – All Card Types	\$0.08

**Reporting Options**

Monthly Merchant Statements	No Charge
Re\$ource Online Internet Reporting	No Charge
Daily Data File Reporting – Optional—4 Types of Files	\$150 per file per month
<i>--Combined Extract File</i>	
<i>--Transaction Detail File</i>	
<i>--Exception File</i>	
<i>--Financial Detail File</i>	
SE Workstation Reporting Option – Combined BankCard and American Express Reporting	
SE Workstation – One Time Set-up Fee	\$400.00
Monthly Maintenance Fee (First Year)	\$36.00
Monthly Maintenance Fee (After First Year)	\$8.00



# Point-of-Sale and Batch Processing of Credit Card Transactions Proposal

Authority Project # POSCC-01

FOR THE  
ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY



June 18, 2002

Prepared by:

Sylvia E. Dunham  
Senior Account Executive  
Strategic Markets Group  
Paymentech, LP  
Phone: (303) 399-6985  
FAX: (303) 399-9384  
[sdunham@paymentech.com](mailto:sdunham@paymentech.com)

## ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

### REQUEST FOR PROPOSAL POINT-OF-SALE AND BATCH PROCESSING OF CREDIT CARD TRANSACTIONS

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Paymentech.  
Letter of Transmittal

June 18, 2002

Mr. Orlando Rodriguez  
Finance Manager  
Orlando-Orange County Expressway Authority  
525 South Magnolia Avenue  
Orlando, Florida 32801-4414

Dear Mr. Rodriguez:

Enclosed please find one original and seven copies of the Paymentech response to your Request for Proposal for Point-of-Sale and Batch Processing of Credit Card Transactions (Authority Project# POSCC-01) and the separate Price Proposals.

Paymentech is pleased to be able to provide this proposal, which we believe represents the best solution that incorporates the use of new communications technology using a Web-based delivery mechanism for the batch processing of your manual (card not present) transactions. We ask the Authority's careful consideration of this proposal's suggested changes to the batch "file exchange" approach used today in your dial environment. The Internet delivery offers great improvement in speed and efficiency that can best be realized with some minor changes to the current process. The dial Point-of-Sale terminals can be easily converted with a simple download of new Paymentech software.

Paymentech is committed to supporting the implementation of this new service and will work with the Authority to meet all required implementation time frames.

Paymentech's extensive experience in the "Card Not Present" acceptance of credit cards and our standing as one of the leaders in new product innovation, including the Orbital Payment Gateway, makes us an excellent choice for the Authority's new contract.

This proposal contains a firm and irrevocable offer for the initial one-year term plus three annual renewal options, with the exception of a pass through of any industry-wide changes in Interchange and Dues and Assessments.

We look forward to the opportunity to present additional information about our company and its products and services and to discuss solutions for your credit card processing needs in person in the near future.

Thank you for your consideration.

Sincerely



Sylvia E. Dunham  
Paymentech Strategic Markets Senior Account Representative.

## **PROPOSAL CONTENTS**

### **A. General Requirements:**

The purpose of the technical proposal is to demonstrate Paymentech's qualifications, competence and capacity in conformity with the requirements of this request for proposals.

### **B. Profile of the Proposer's Organization:**

#### 1. Florida Business:

*Submit evidence that the company is a legal entity in the State of Florida and has performed this service for a minimum of five years:*

Paymentech and its predecessor companies, Gensar Technologies and TransNet have been conducting business in Florida since 1985. Attached in the Appendix are some State of Florida recent certifications.

#### 2. Proposers Qualifications and Experience:

##### **Company Name and Address**

Paymentech is a full service electronic payment solution provider and processor of bankcard transactions. Paymentech provides credit and debit authorization services and bankcard settlement processing for direct merchant customers, financial institutions and sales agents.

##### **Corporate Headquarters**

Paymentech, LP  
1601 Elm Street, Suite 900  
Dallas, Texas 75201  
Phone: (214) 849-3000

This office has staff that will provide the conversion support and on-going account management.

##### **Other Offices**

Paymentech Network Services (PNS) - Tampa, FL  
4200 West Cypress  
Tampa, FL 33607

PNS provides all of the "front end" authorization and capture services for face-to-face retail sales and some of our smaller non face-to-face customers. **PNS provides all proprietary authorization services**, which eliminates the headaches often attached to using a separate authorization provider. They will provide all technical and Terminal Help Desk support for dial terminal and PC/ECR originated transactions.

Paymentech Direct - Salem, NH  
4 Northeastern Blvd.  
Salem, NH 03079

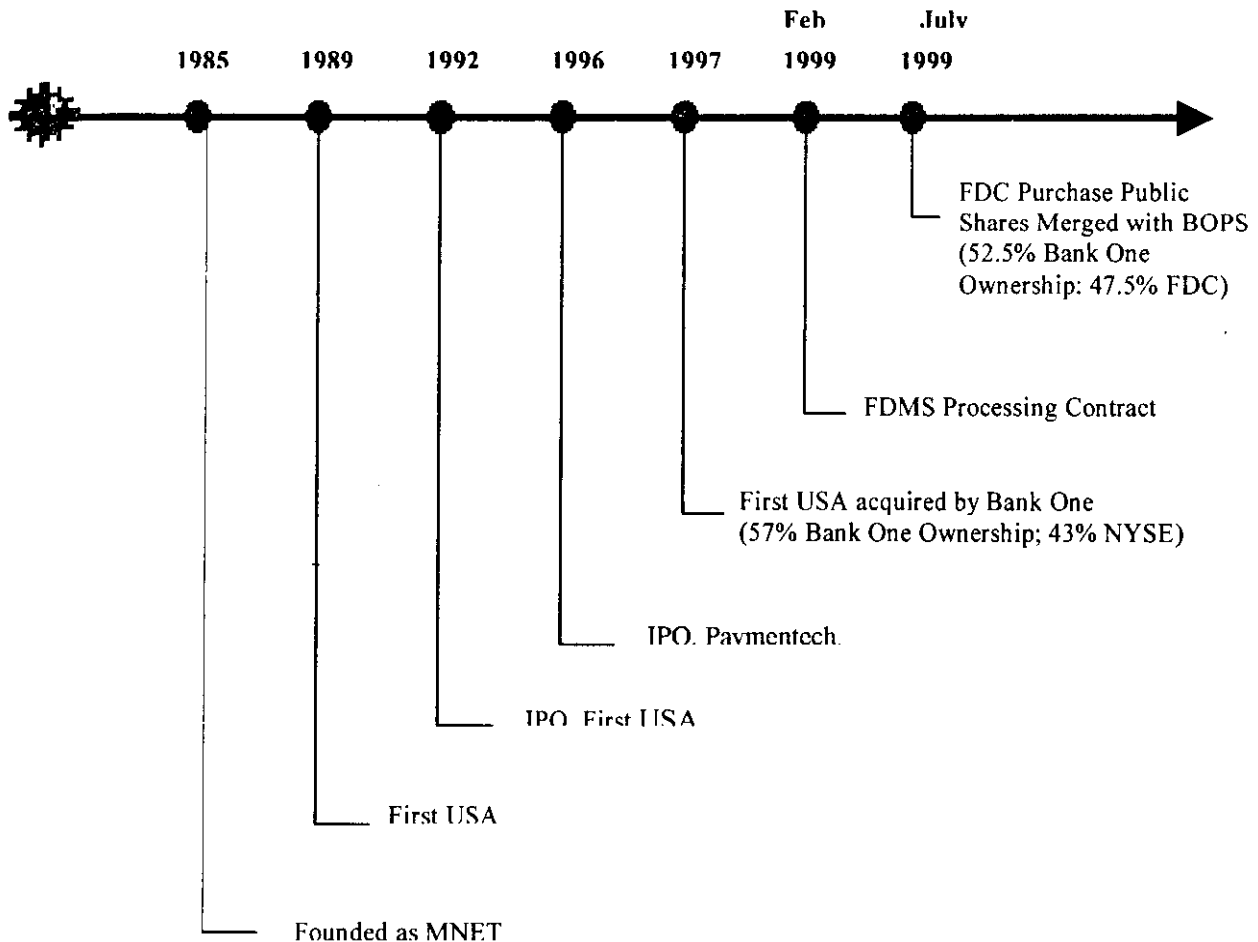


Our Salem office typically handles all of the “front end” authorization, capture and processing as well as “back office” support for our larger MO/TO and electronic commerce transactions. They also function as the “back up” site to PNS in Tampa, with continual load sharing between the two sites.

### Company History

Paymentech was founded in 1985 as First USA Merchant Services. Many current employees helped launch the company. Michael P. Duffy, an experienced industry leader, is president and chief executive officer and was formerly Paymentech’s chief operating officer. On July 27, 1999, First Data purchased the publicly traded outstanding shares of Paymentech. Paymentech combined with Bank One Payment Services, First Data Corporation’s merchant bank alliance with BANK ONE CORPORATION, to create the nation’s largest merchant acquirer and processor based on number of transactions.

### Paymentech History



### History of growth

Paymentech, a full service electronic payment solution provider, is the largest processor and acquirer of credit card transactions (3.8 billion annual transactions) in the United



States. Paymentech provides credit and debit authorization services and bankcard settlement processing for direct merchant customers, financial institutions and sales agents. Paymentech is the largest payment provider for direct marketing and Internet retailers and online service providers.

Paymentech has been providing payment processing for over 18 years. Since that time, we have aggressively expanded and are currently ranked as the largest payment processor in transaction volume and third largest in dollar volume. More specifically, Paymentech has been providing unique processing for businesses marketing their goods and services in the non face-to-face environment since 1982.

Established 12 years ago as First USA Merchant Services, the company became known as First USA Paymentech, Inc. in January of 1996 and executed a successful IPO in March of 1996. In 1995, Paymentech acquired Litle and Company and DMGT. These companies began processing in the early 1980's and had become the leaders in processing for the direct response, catalog industry. This acquisition made Paymentech the unequalled leader in the processing of mail order/catalog transactions. We are currently the largest processor for this marketing channel. From that beginning we developed into the largest processor for Internet transactions. In August 1996 First USA Paymentech completed the acquisition of *GENSAR* Holdings and its Tampa and Dallas facilities and the *GENSAR* name was officially changed to Paymentech Network Services.

### Credit Card Processing Volumes

<b>CALENDAR 2001</b>	
Total Transactions	3.8 billion
Bankcard Sales Volume	\$114 billion
Merchant Locations	525,000+ physical and virtual merchants
Number of Employees	1,400
<b>CALENDAR 2000</b>	
Total Transactions	3.4 billion (14.4% increase over 1999)
Bankcard Sales Volume	\$109 billion (16.5% increase over 1999)
Industry Total Bankcard #	14.3 billion transactions
Industry Total Bankcard \$	\$964.6 billion
Paymentech's Industry Share	11.14% (Nilson Report, 2000)

Paymentech will continue to look for strategically positioned companies to acquire that will add diversity to our mix of products and customers. All of these acquisitions are directed towards the stated goal of offering a broad mix of proprietary products to our merchant customers. Paymentech leads the industry in new product/solution development. We take great pride in our reputation for innovation, responsiveness and flexibility in meeting our customer's needs and the needs of the rapidly changing credit card processing industry.

Paymentech employs approximately 1,400 direct employees.

Sales – 97

Support – 692

Development – 412



## **Customer Service Organizational Structure**

Paymentech offers several levels of customer service, to provide outstanding customer support. Paymentech understands that customers have different needs and operate at different times. Paymentech has structured our customer service organization to meet those needs.

### **Help Desk Customer Service**

The Help Desk is based on a 'single call resolution' philosophy and offers telephone support for general inquiries; technical support for POS terminals and PC based software, and troubleshooting expertise. The Help Desk supports Hypercom, Nurit, Omni, Eclipse and VeriFone products as well as all "Class A" certified PC based software packages. Some features supported within these products are: EBT, Debit, Wireless Processing, Stored Value, and the latest Fraud Control Features. The Help Desk offers technologically advanced service and support 24 hours a day/7 days a week through fully-redundant load balanced Help Desk sites in Tempe, AZ and Tampa, FL.

The Tampa/Tempe Help Desks are equipped with standard troubleshooting techniques including a knowledge-based system called Inference/CasePoint. This system provides information on troubleshooting error messages; access to quick reference guides, online product bulletins, and training manuals; and access to customer-specific service information maintained in a client information database.

### **Paymentech Network Services Processing Environment**

All authorization and data capture services will be provided by **Paymentech Network Services (PNS)**.

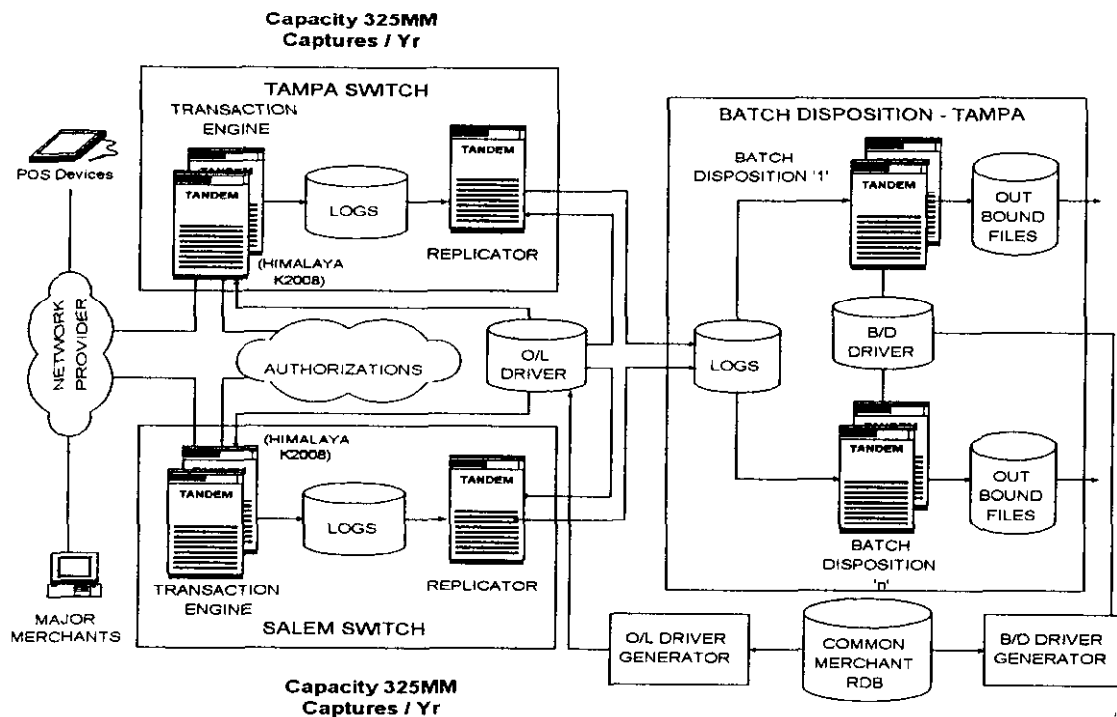
PNS utilizes a load-balanced, multiple data center processing arrangement to assure the highest possible availability and business continuity. We use two geographically separate data centers and process roughly 50% of our volume at each site. In the event of a disaster that disrupts a processing center, all transaction processing will be moved to the alternate surviving site.

The Tampa data center is identically replicated in our Salem, New Hampshire data center, providing a hot site backup in the event of a system disaster. This system is constantly being updated over high capacity T1 communication lines, to ensure the backup site is current within seconds of the primary system. This means there will be no customer downtime for system maintenance/upgrade enhancements, as transaction volume can be routed to the alternate data center, while one system is down for maintenance. This also means in the event of a disaster of one data center, all transactions could immediately be routed to the alternate system. Each system is sized, to accommodate 100% of the transaction volume during system down periods.

Paymentech is committed to providing a fault tolerant technology platform that is state of the art, and is flexible enough to meet the demanding needs of today's customer base. Paymentech accomplishes this through the use of many different technologies. On-line systems are separated from batch processing and test systems to insure integrity and segregation of these unique processing methodologies.



Front End  
 Environment



All on-line and batch systems are run through Tandem Computers, the world's recognized leader of fault tolerant processing systems. IP transport over Frame Relay connectivity is used whenever possible for its inherent low cost, high performance, high availability benefits. Paymentech encourages the use of FTP for file transfers for its inherent speed, performance, and ease of use. The hardware and software environment is considered state of the art for the transaction processing industry.

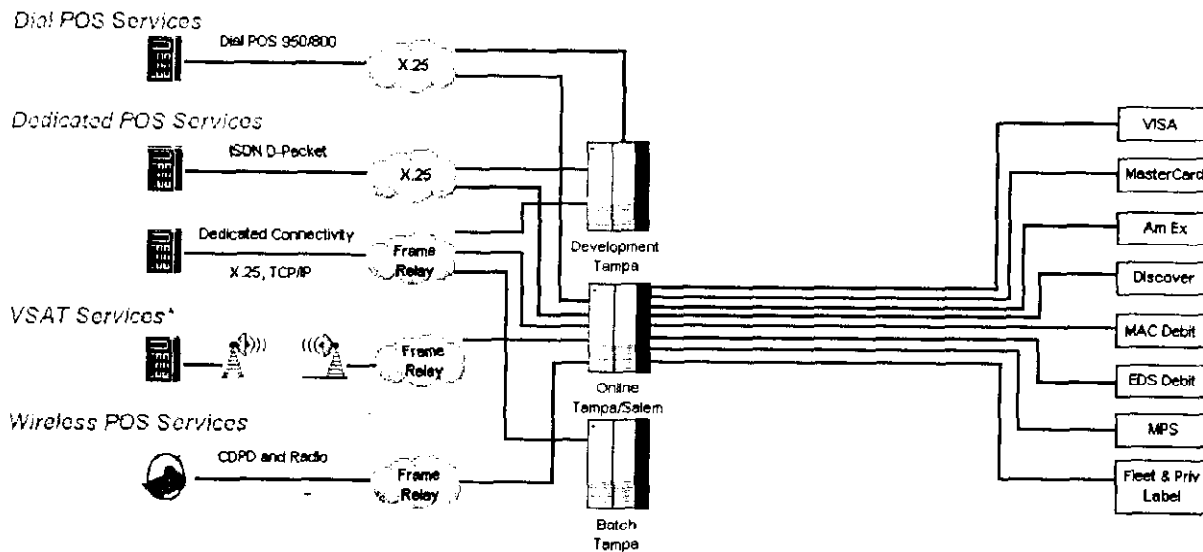
Paymentech maintains stringent performance standards to ensure all transactions complete in the fastest and most efficient manner feasible. Paymentech's dual processing center configuration assures that transaction load volume is evenly balanced across two geographically segregated systems. Each center is sized to accommodate the transaction load of the "sister" system in the event of a major disaster. This ensures that capacity on any given system will typically never exceed 50%. All incoming access points and outgoing authorization links are continually monitored to ensure transaction volume does not exceed established capacity thresholds. As transaction volume increases and thresholds are encroached upon, additional links are ordered and installed to accommodate the increased volume demands.

Due to the seasonal nature of the transaction processing business, special emphasis is placed in readying the systems for the additional loads that holiday season will bring. Paymentech predicts peak season loading using sophisticated computer modeling (which has historically been accurate to within 5%) and uses this information to make the necessary hardware/software modifications required to ensure the systems are fully prepared well in advance of peak demands.

### Paymentech Communications Overview

For our dial terminal merchants we provide redundancy in the multiple phone numbers programmed into the terminal that will automatically default to another route if the primary access is not available. For example, the primary dial may be an AT&T or UUNET 950 number with the secondary dial an AT&T 800 number. Within the TNS network, we also have multiple routes of redundancy that means that the network will automatically reroute transactions when needed. Dial-up authorizations are provided in 8-12 seconds and frame relay or web-based authorizations in 3 – 5 seconds.

Additionally, AT&T provides Paymentech with the ability to provide cost effective leased line or frame relay services.



- Dial 800 and 950 “toll free” services
  - UUNET
  - AT & T
  - CompuServe
  - NXT
  - Local Dial
- Direct Leased Lines
  - Frame Relay (TCP/IP)
  - Leased Lines to nearest Point of Presence
  - Satellite (VSAT)
  - RAM Mobile
  - Wireless - CDPD/ARDIS
  - Paymentech Orbital Payment Gateway
  - Other Internet Gateway Connections



3. Qualifications and Experience Key Personnel:

*The proposer should identify the principal supervisory and management staff, including managers, supervisors and specialists who would be assigned to the engagement.*

Paymentech invests significant resources to ensure all of our employees are well trained and capable of providing “Best in Class” customer service. Our training philosophy includes an initial one-week training course, product training, systems training, desktop computer training and ongoing management and product training. Our product group offers product update meetings and refresher courses throughout the year for our employees. We continually recognize our employees for their contributions to our team and, ultimately, your success. Our commitment to employees starts at the “top” of our organization, with our CEO Mike Duffy. Mike believes passionately in making Paymentech a “great place to work”. We believe that this cultural mindset attracts the “best and brightest” in the payments industry, which translates into a highly motivated and customer focused organization.

Account representatives assigned to the team that would support the Orlando-Orange County Expressway Authority include:

**Sylvia E. Dunham, Senior Account Executive**

Sylvia Dunham has had a long career in the Credit Card Industry. She has held positions in Customer Service and Merchant Sales at First Interstate Bank of California, Security Pacific Bank, Mellon Bank, and Paymentech, Inc. During her tenure at Security Pacific she was instrumental in winning the federal government merchant credit card processing contract and introducing credit card acceptance to many government agencies

For the 6 years she has been at Paymentech Ms. Dunham has targeted larger and more complex merchant sales opportunities and emerging markets and has sold and implemented accounts such as La Quinta Inns, See’s Candies, Mail Boxes, Etc., Successories, Golfsmith, Anheuser-Busch Companies, Crate and Barrel, Sonic Drive-Ins, Domino’s Pizza, American Institute of CPAs, and the States of Colorado and Kansas.

Account representative address, phone, fax, and e-mail address

Denver Sales Office -

1931 Krameria St.

Denver, CO 90220-1556

Phone: (303) 399-6985, Fax: (303) 399-9384, Email: [sdunham@paymentech.com](mailto:sdunham@paymentech.com)

**Jennifer Henefey, Client Relations Government Accounts - Dallas, TX**

Phone: (214) 849-2383, FAX: (214) 849-3507, Email: [jhenefey@paymentech.com](mailto:jhenefey@paymentech.com)

Jennifer Henefey has been with Paymentech for 3 years. She is a Client Relationship Manager supporting our Government Accounts, which include the State of Colorado and State of Kansas. She earned her Bachelor of Science from Southwest Texas State University and is currently working on her M.B.A at the University of Dallas.

**Harry Johnson, Paymentech Director, Technical Sales Support – Tampa FL**

Phone: (813) 354-4206, Fax (813) 348-4083, Email: [hjohnson@paymentech.com](mailto:hjohnson@paymentech.com)

Harry Johnson started as Employee #3 with TransNet, which became GENSAR Technologies and was later acquired by Paymentech as their primary network provider, Paymentech Network Services. He has 19 years of data processing and project





management experience, and has been in the credit card industry for the past 13 years. Mr. Johnson has been Vice President of Systems and Programming for the PNS system, and has focused on project and product management for the last 10 years.

**Kevin Sisk Sr., Paymentech Director, Client Implementation Group & Equipment Services – Dallas, TX**

Phone: (214) 849-3680, Fax: (214) 849-3726, Email: [ksisk@paymentech.com](mailto:ksisk@paymentech.com)

Kevin Sisk joined Paymentech in March of 1995. Prior to his arrival at Paymentech he served as a Captain in the United States Marines Corps and was deployed with a reconnaissance unit in Saudi Arabia and Kuwait during Operations Desert Shield/Desert Storm. Kevin earned a Bachelor of Arts degree (Business Administration/Economics) from Austin College in Sherman, Texas and M.B.A at the University of Dallas with a concentration in Corporate Finance.

4. Similar Engagement with Other Government Entities:

*The company should list the most significant and comparable relationships (Maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of work, date, engagement partners, and the name and telephone number of the principal contact.*

Paymentech currently has contracts with six other states with several new relationships pending. Of these state government relationships Colorado and Kansas are “master contracts” that have allowed us to market to cities, counties and other governmental agencies and special districts. Currently, in Colorado, we are processing for 4 of the 5 largest cities in the state as well as the E-470 Public Highway Authority.

<b>Governmental Agency</b>	State of Colorado -- Department of Revenue, Department of Regulatory Agencies, Dept of Transportation, Div. Of Wildlife Department of Public Safety and others.
<b>Principal Contact</b>	Mr. Doug S. Windes, CCM Cash Manager State of Colorado Department of Treasury 140 State Capitol Denver, CO 80203 Phone: (303) 866-3253
<b>Processing Services Provided</b>	Processing services include In-Office, Internet, phone and mail processing. The contract is a “master contract” which allows for other Colorado political sub-divisions to participate.
<b>Term of Support</b>	Contract was executed on May 3, 2000 for three years with two-year renewal.

<b>Governmental Agency</b>	E-470 Public Highway Authority
<b>Principal Contact</b>	John D. McCuskey Director of Finance 22470 E. 6 <sup>th</sup> Parkway Aurora, CO 80018 Phone: (303) 537-3745
<b>Processing Services Provided</b>	E-470 submits E-Pass toll account refresh transactions via the Internet in addition to over the counter transactions for initial setup/transponder rental and renewals. E-470 also has law enforcement authority to issue and collect a variety of toll violations which they also submit using the Internet.
<b>Term of Support</b>	E-470 began processing in February of 2002.

<b>Governmental Agency</b>	City of Boulder, Colorado
<b>Principal Contact</b>	Mr. Bob Osika Treasury Director City of Boulder 1777 Broadway Boulder, CO 80306 Phone: (303) 441-3072
<b>Processing Services Provided</b>	City of Boulder is accepting credit cards for Parks and Recreation, Parking Services, Courts, Senior Centers and a newly established Website for Utility Billing.
<b>Term of Support</b>	They began processing with Paymentech in May 2001.

<b>Governmental Agency</b>	State of Kansas -- all state agencies that accept payments from the public including Dept. of Revenue, University Regents, Regulatory Boards, Dept. of Agriculture, Division of Parks and Wildlife and others.
<b>Principal Contact</b>	Mr. Chris Howe, CPPB Procurement Officer Department of Administration, Division of Purchasing 900 SW Jackson, Room 102N Topeka, KS 66612-1286 Phone: (785) 296-2374
<b>Processing Services Provided</b>	Processing services include In-Office, Internet, IVR, phone and mail processing. The contract is a "master contract" which allows for other Kansas political sub-divisions to participate
<b>Term of Support</b>	Contract was executed on November 18, 2000 for three years with two year renewal



<b>Governmental Agency</b>	State of Montana -- The University of Montana, Montana State University, Depts. of Transportation, Fish & Wildlife
<b>Principal Contact</b>	Mr. Brad Sanders State of Montana Dept. of Administration Purchasing Bureau 165 Mitchell Bldg. Helena, MT 59620 Phone: (406) 444-2575
<b>Processing Services Provided</b>	Processing services include principally In-Office point of sale systems including terminal and PC programs with universities beginning to discuss Internet.
<b>Term of Support</b>	Contract has been in place for 4 years and was recently extended for an additional two years.

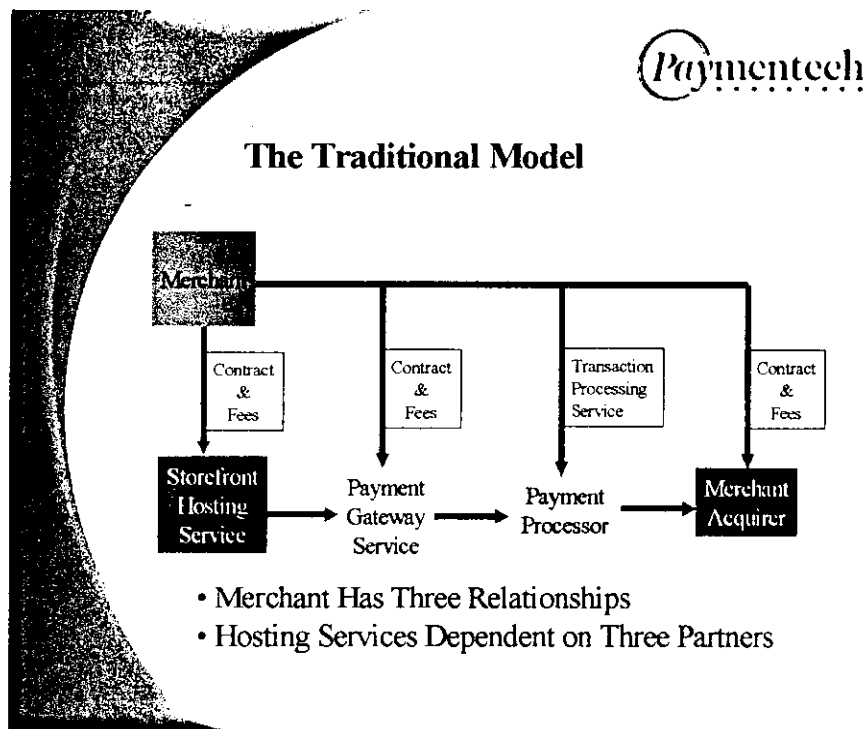
5. M/WBE Participation Statement:

Paymentech does not qualify as a Minority or Women Business Enterprise

**C. Technical Approach:**

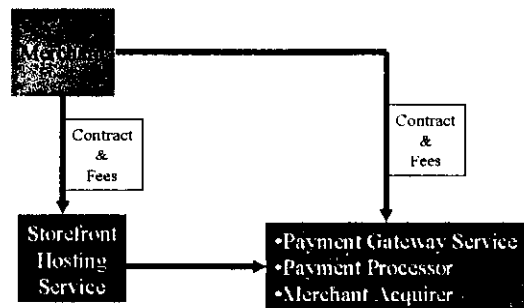
1. Describe your firm's approach to this engagement.

Paymentech has launched our proprietary Paymentech Orbital Payment Gateway for the processing of Internet based transactions. This allows Paymentech to fulfill the role often played by two or three other vendors, providing secure Internet delivery of transaction processing with the minimum number of handlers as exemplified in the two examples below.





### The “New” Paymentech Model



- Merchant Has At Most Two Relationships
- Hosting Services Dependent on One Partner

The Paymentech Orbital Gateway can also be used as a delivery vehicle for non-Internet originated transactions such as the manual (non card swiped) credit card transactions generated at the E-PASS and O-PASS Service Centers. Transactions would be delivered via batch through the gateway and authorization responses returned as they are received. This process best utilizes the speed and efficiency of the Internet and would eliminate the need to dial back in or wait for a completed batch of responses. In our experience merchants submitting batches as large as 20,000 transactions have utilized this approach successfully.

Once OOCEA has certified on our gateway, it would be a simple process to add OOCEA website originated transactions when that service is introduced. Since OOCEA would want to process Internet originated transactions immediately in order to provide a quick confirmation back to your customer, the interactive processing of transactions would be consistent with the approach recommended in this proposal.

Of course, Paymentech can also accept dial batch transactions as in the current processing environment. Additionally, Paymentech would build download files consisting of Paymentech proprietary software for the existing Point-of-Sale terminals deployed at your Service Centers for over the counter card acceptance and would easily convert those devices to be able to communicate to Paymentech Network Services.

2. *Describe characteristics of the proposed system in terms of performance, functionality, additional features, and physical attributes.*



### **Broad range of interfaces**

Paymentech's **Orbital Gateway** has been designed to enable payment processing for the most basic storefronts right up to a highly integrated e commerce system. Our integration options include:

1. **XML Interface** – Paymentech has adopted XML as its standard to process transactions over the Internet. A complete specification is available to allow merchant integration on any XML capable platform. The XML interface can be supported by virtually any commerce server.
2. **SDKs (Software Development Kits)** - SDKs are available to assist merchants in programming in various languages. Production versions now available:
  1. Java
  2. Perl
  3. C++
  4. COM
3. **Payment Modules** - Paymentech is working to integrate the Gateway into Industry Leading commerce solutions, available today:
  - Kurant StoreSense Shopping Cart
  - Miva Merchant Shopping Cart
4. **VAR Software** - Software companies have coded to the Paymentech Gateway to allow merchants a completely integrated solution.
  - CN Express Processing Software

**Virtual Terminal** – Small merchant can harvest orders off their web site and login to our virtual terminal to initiate card authorizations, settlements, refunds, etc. No technical integration is require

### **High scalability & throughput**

Already known for our high capacity and up-time payment processing, the Paymentech Gateway offers high levels of throughput, response time, and 24 x 7 availability. As a combined gateway and merchant processing service, merchants are not exposed to the risks of additional “transaction hops” inherent in the use of third party gateways (such as Authorize.net, CyberSource, Verisign Payment Services).

### **High service availability**

Redundant servers eliminate single points of failure at the hardware, network and application levels. Networking equipment is installed in identical, cross-connected, auto-fail over pairs, with identical sets for each service provided. At the application level, servers provide both load balancing and auto-fail over when using network and database resources. The result: high service availability that automatically recovers -- all without interruption of service delivery.



### **Wide range of payment methods**

The Orbital Gateway supports most payment methods offered by Paymentech. They include:

- American Express
- Discover Card
- Carte Blanche/Diner's Club
- MasterCard
- JCB
- Visa
- Purchasing Cards – Level II

It is also fully enabled to allow merchants to manage split shipments, back orders, and reversals.

### **Easy End-of-Day Closing**

- Merchants can perform End-Of-Day Closing in one of 3 ways:
- Send in an Automated EOD transaction (from XML or SDK)
- Login to the Virtual Terminal and click on "Settle"

Use the "Auto Settle" function, which allows Paymentech to settle the merchant's EOD automatically at any time the merchant desires.

### **Online transaction history**

The Orbital Virtual Terminal retains transaction history for merchants to access from anywhere and at any time. Researching past orders by card number, order number or date is invaluable in resolving customer inquires and monitoring activity.

All Gateway MIDs come with free access to the Virtual Terminal!

### **Key entered and card absent transaction tool**

This system is for "key entered" or "card absent" transactions only. It supports the full range of transactions: Authorization Only, Authorization and Capture, Capture of a Previous Authorization, Refunds and Voids. Merchants can also enter extended order data as needed for tracking and reconciliation

### **Built-in fraud tools**

Supports AVS, CID, CVV2 and CVC verification services

### **Transaction security**

Data transmission is protected with the industry standard Secure Sockets Layer (SSL) protocol. The SSL communications capability is built into our transaction interface, with all transmissions encrypted. Both SSL Socket (SSL TCP/IP) and HTTPS protocols are supported.



### **Network security**

Paymentech's production network is protected with a set of firewalls that prevent any network access to our servers. Sensitive transaction data is secured behind internal layered defenses that prevent direct access to transaction databases.

### **Merchant Requirements**

- Technical Development Skills
- Secure Socket Layer (SSL) Internet Connection
- IP Address for Source IP Authentication
- Coming Soon – Certificate Authentication
- 128 bit encryption

### **Orbital Functionality**

The Gateway supports:

- Online Auths & Online Captures
- Online Auth/Capture
- Purchasing Card Level II
- Force Transactions
- Address Verification Service (AVS), CVV2, CVC and CID
- All Card Not Present transaction types

Currently the Gateway does not support

- Stored Value/Gift Card
- Purchasing Card Level III
- Private Label Cards

3. *Elaborate on any additional features provided that enhance and provide a well-rounded solution.*

Paymentech's vast experience in the "card not present" acceptance world and our position as the preeminent leader in e-commerce makes us an ideal partner in providing consultation about the implementation of new communications methods and how they might interface with existing systems and processes. We offer this experience to the Authority in the planning and implementation of changes to your program.

4. *Provide a tentative schedule for performing the key phases of this engagement.*

### **Orbital Gateway Set-up Process**

The first step is to initiate a Pre-Sales Technical call during which time the Paymentech Technical support would complete the Orbital Gateway Pre-Sales Questionnaire, which is included in the Appendix section of this proposal. Once this conversation has taken place then OOCEA can download XML specifications, Java, Perl or other SDKs and Payment Modules at: [www.paymentech.net/download](http://www.paymentech.net/download). Due to the number of payment options and the size of these specification documents, we have not included technical specifications with this proposal.



Following is a step-by-step list of certification procedures

**Action Steps**

Pre-Certification Phase

Request for Certification Information  
Determination which products -  
Delivery of File Specs via download  
Receipt of completed Certification Request Form  
Provide test merchant/terminal numbers  
Assign certification technical assistant

Testing Phase

Vendor reviews specs and asks questions  
Vendor development stage

Certification Phase

Receipt and review of test file  
Receipt of signed contract and merchant documentation  
Merchant Account Set Up & Assignment of Production merchant numbers (requires signed contract)  
Communications testing

Post Certification Phase

Certification Letter  
Notification to Conversion Team  
Go Live!  
Assistance with reconciliation

**Point of Sale Terminal Conversion**

To begin the process, a preliminary call or visit would be arranged to gather all information. A complete review would be done of the current processing. This would include all processing configurations, back end processing, settlement, reporting, chargebacks, retrievals, and corporate credit card audit and accounting procedures. The Paymentech Client Relations and Conversion representatives may make suggestions about improvements that could be made with the services and reporting available from Paymentech. Following is a sample time line that breaks out the steps for a conversion of a merchant using a dial POS or register system.

Some of the steps that need to occur prior to and during conversion include:

- receipt of a detailed list of all Point-of-Sales sites that will require unique Merchant Identification Numbers. This list will need to include location information, contact names and the MIDs for all other card types that are being routed to PNS.
- a thorough understanding of the Authority's hierarchy so that we can sort and deliver reporting information to as required.
- a pre-conversion planning meeting or conference call with all of the participating staff represented to decide which type of reporting fits the needs of corporate accounting and sales audit staff.





- ordering of any stand-alone POS terminal equipment, programming and delivery.
- contact by our phone trainers to coordinate the download of new software and phone training session.
- assistance with reconciliation once you go “live”.

The process can be accomplished in less than two weeks after the receipt of the signed agreement for the implementation of the dial terminals. The length of time for development and certification of an interface to the Orbital Payment Gateway varies depending on the level of expertise of the merchant’s IT staff but normally would take 4 to 6 weeks.

In addition to the Internet Gateway and dial terminal methods mentioned above, Paymentech supports a large list of PC software providers and other types of Value Added Resellers (VARs) that sell and integrate software into cash register and other systems. Conversion for PC or VAR software would require the delivery of “coding sheets” that contain the information needed in the software setup.

**CONTRACTORS RESPONSIBILITIES**

1. Paymentech will provide all labor, materials, supplies, support assistance, equipment, equipment maintenance, and incidentals necessary to provide point-of-sale processing of MasterCard, VISA, American Express and Discover credit card transactions generated through the Authority's E-PASS Service Centers and through the O-PASS Service Center.
2. Paymentech will authorize, capture, process and settle VISA and MasterCard transactions and authorize capture and convey American Express, and Discover transactions. OOCEA will need to maintain a separate contractual relationship with American Express and Discover for processing and settlement.
4. Paymentech will receive batches of manual credit card transactions generated at the E-PASS and O-PASS Service Centers including the preparation and submission of detailed daily summaries of transactions to the Authority (E-PASS) as well as Osceola County. (O-PASS). Paymentech will provide access to our Re\$ource Online Internet reporting product which will enable OOCEA to generate Weekly Merchant Total Reports for O-PASS and E-PASS credit card transactions and we will provide monthly statements either online or by hard copy. Our Re\$ource Online reporting will provide an analysis of bankcard transactions that will provide sufficient data to allow the Authority to compare totals submitted for settlement and deposited to the Authority's bank against totals attained from the Service Centers' records. Paymentech will provide the Authority with settlement of daily transactions, including the deposit of funds in the Authority's account based on the following schedule:

**Merchant Processing and Payment Schedule**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday
MO1	MO2	MO3						
	MO3							
	MO4							
	MO5	WE1	WE2	WE5				
		WE2	WE3					
		WE3	WE4					
			TH1	TH2			TH5	
				TH3				
				TH4				
				FR1	FR2	FR3	FR5	
						FR4		
					SA1	SA2		
						SA3		
						SA4	SA5	



<b>1 - BATCH CLOSED</b>				<b>4 - FRB POST</b>			
<b>2 - FDMS PROCESS</b>				<b>5 - MERCHANT POST</b>			
<b>3 - ACH</b>							

Re\$ource Online will provide the Authority the ability to be able to view activity on-line no later than two business days after transactions have been transmitted to Paymentech via either an Internet connection. This capability will be provided at no additional cost to the Authority.

4. Paymentech will provide an interface with the Authority’s automatic payment authorization process as defined further in section III, subsection C.

5. The proposed solution provides a web-based system for the manual processing. The Virtual Terminal can also be used for manually keyed, over-the-counter point-of-sale transactions using a standard Windows PC. Card-swiped entry is not yet available using the Orbital Payment Gateway and Virtual Terminal, so we would recommend the continued use of the Pont-of-Sale terminals. The solution is secure and provides automatic encryption of all data transmitted or received via the Internet. Paymentech will provide the technical support for OOCEA IT staff to certify on the Orbital Payment Gateway. Paymentech can furnish and deliver any special equipment such as card-swipe equipment and receipt printers (if needed) and provide all supplies for special equipment, including receipt paper and replacement printer cartridges. Pricing for new equipment and maintenance on existing equipment is included in the Price Proposal. Average authorization times are stated in the previous section. Paymentech will guarantee the availability of our network for authorization but cannot be responsible for failures, such as telecommunication carrier circuit disruptions, that are outside of our control. POS response time can also be affected by internal telecommunication system requirements such as “9” dial access, which is also out of our control.

6. OOCEA will be assigned a Client Relations Manager. A Client Relations Manager (CRM) supports accounts greater than \$1 million in annual credit card volume, acting as the point person. They deliver superior service to their account, act as a customer advocate and coordinate all internal activities related to their account.

As the point person, the CRM ensures service quality through tracking, resolution of merchant issues and follow-up communications on all issues (including coordinating conversion with our Conversion Support Group and other special projects). A CRM will make recommendations for improving your service and will keep you abreast of new products and services. In addition, they conduct quality checks of the merchant accounting system to ensure the correct setup of your pricing, etc. and work with you to design and set up reporting.

Paymentech also maintains a Help Desk with staff available 24x7x365 to answer questions and handle account inquiries at no additional charge. Paymentech’s Help Desk provides the following service level standards and achievement.



## PNS Tampa/Tempe Help Desk Statistics Through February 28, 2001

Service Level Overall	Goal	Jan '02	Feb '02
Abandon Rate	3.00%	1.33%	1.45%
ASA (seconds)	30	18	19
Service Level Achievement	80/30	85.75%	85.93%

A separate Help Desk staff services our Orbital Gateway customers.

Gateway Support Center: (866) 645-1314 or [Gateway\\_Support@paymentech.com](mailto:Gateway_Support@paymentech.com)

Support is available 24 hours per day!

7. Paymentech provides redundancy in the multiple phone numbers programmed into the terminal that will automatically default to another route if the primary access is not available. For example, the primary dial may be an AT&T or UUNET 950 number with the secondary dial an AT&T 800 number. Backup for the automatic batch processing is provided in having 6 servers at our Paymentech site. We will be happy to discuss backup options but it may not be as simple as a switch to dial backup given the difference in communications protocol and formatting between asynchronous dial and TCP/IP communications. Further discussions with your IT staff are necessary before we can make a recommendation for a backup system that would be functional even if a connection to the Internet were unavailable.
8. The Paymentech Orbital Gateway can match the processing day with the Authority's current business day. (Midnight to midnight)
9. The Paymentech solution will be easily modifiable to accept credit card transactions via the Authority's web page in the future.
10. The Authority shall be held from losses, including money, occasioned by theft and/or fraud when such losses are identifiable to Paymentech and/or their employees. Paymentech will be responsible to file promptly any claims, and upon recovery of funds shall reimburse the Authority to the full extent of the loss.
11. When the Authority is unable to process payments via credit card transaction the Authority runs the risk of lost toll revenue that may not be recovered from its customers. Paymentech will compensate the Authority for such losses when they result from a delay in settlement caused by Paymentech or First Data Merchant Services. Such compensation will be at the prevailing Fed Funds rate. Paymentech will overnight ship replacement equipment as long as the trouble report has been received by our Help Desk by 3:00 PM Eastern Time. Paymentech will work with the Authority to ensure that viable back-up procedures are in place for other types of failures. Paymentech is not responsible for delays caused by telecommunication carrier failures or failures by any other OOCEA contracted third party vendor services. Liability for any damages would normally be limited to the amount of six month's processing fees. Paymentech does not



normally agree to any contingency liability but would welcome a discussion of alternative liability language.

12. Paymentech has provided a list of customer references using similar services.

13. The Paymentech Business Continuity Plan that follows provides an overview of contingency plan to maintain operations in the event of unforeseen disaster that disables our primary processing facility.

### **Business Continuity Plan**

Paymentech recognizes that the continuation of our business as well as the health, safety, continued employment and quality of life of our employees and those we serve are dependent on a strong business continuity program. Therefore, a Business Continuity Plan has been established which provides for the continuation of the business and survival of the Company following a disruption of business operations. We are committed to the continuation of all essential functions through an effective and comprehensive program of disaster prevention and total business recovery in the event we experience a disaster or serious emergency.

*Any event that disables or interrupts Paymentech's ability to perform business as usual can be declared a disaster. The Plan addresses interruptions ranging from a few hours to a long-term outage with specific actions identified for various periods of interruption.*

*Each facility is responsible for maintaining the plan information specific to their facility. Each area within the facility responsible for planning is aware of the complexity involved in recovering from a disaster or emergency situation and has designed their plans accordingly.*

The primary objectives of the Plan are:

- protection of personnel
- protection of assets and records
- ensure continuity of the business
  - minimize impact to Paymentech's public and industry image

The Plan encompasses four phases:

1. Response - As soon as possible after a potential disaster situation, the Site Coordinator is notified by building management, security or other on-site personnel. At the time of initial notification, the Site Coordinator attempts to obtain enough information to make the determination if processing should be moved to the surviving site. The Site Coordinator notifies the surviving site to move the processing or alerts them that a decision is pending based on further information.

The Site Coordinator then notifies the Damage Assessment Team for the affected site. The Damage Assessment Team personally visits the site and makes an initial determination of the extent of the damage. Based on the assessment, all or part of the Plan will be initiated.

2. Resumption - Critical business functions are resumed. These are determined by the Business Impact Analysis process, which is performed annually.



3. Recovery - The remaining essential business functions are recovered.

- a. Restoration - This phase will occur after access to the primary location is allowed and includes a phased return or move so that the business operation is not interrupted.

Paymentech uses a load-balanced, multiple data center processing configuration to assure the highest possible availability and business continuity. We use two geographically separate data centers and process roughly 50% of our volume at each site. In the event of a disaster that disables a processing site, all transaction processing can be moved to the surviving site.

### **AUTOMATIC REPLENISHMENT FUNCTIONAL SPECIFICATIONS**

The Payment Authorization task performs automatic replenishment for all qualified E-PASS and O-PASS accounts, as opposed to manual replenishment, which requires the customer to call or visit a Service Center. This task runs on the Authority's Host computer multiple times during a 24-hour period. It can also be run on demand if necessary. Batch scheduling and process control are driven from the Authority's Open VMS Host and all files required for processing are generated from and returned to the Host.

The Authority's automatic replenishment process will create a file of all the qualified E-PASS and O-PASS account numbers, agency codes, transaction ID numbers, credit card numbers and replenishment amounts. This list will be written to an input file. Communication between the Authority's system and the Contractor's computer system shall be accomplished using the Internet via a secure web-based link. A dial backup must be available as an alternate communications method. All files exchanged must be encrypted. Once communications are established the Authority process will send the Contractor an input file for settlement processing. The Authority's computer will then wait for the Contractor to process the submitted transactions.

All credit card data elements transmitted to Paymentech in the input file will be available for review through the Orbital Virtual Terminal and would be included in any of the optional Paymentech Data Files. The recommended Paymentech approach would allow the Authority to create a batch settlement summary report through the Virtual Terminal. This report will contain summarized totals for all transactions grouped by credit card type.

With our dual processing sites there would never be any impact on the Authority's business when we schedule any system downtime since we would automatically route affected traffic to the alternate site. This also applies to unscheduled service outages as well.

There are no maximum number of merchants (merchant IDs) that can be processed via automatic replenishment except for the limitation of the cost the initial setup and monthly fees that apply to each MID.

The Paymentech Network Services Tampa Florida data center has an unprecedented record of 100% up time over the past two years. The performance metrics that indicate



the average and maximum amount of time required to process an entire batch would be a calculation of the following—

The Gateway can provide authorization responses for 120 transactions in a 3 – 5 second period. That would mean that the response for batches containing 1000 records would be achieved in 30 to 40 seconds and for batches of 4000 records in 2 – 2.5 minutes.

There would not be any maximum or minimum number of records that can be processed in a single batch. The Tampa PNS host would subdivide any number of records submitted into internal batches no larger than 999 transactions for easier reconciliation and resubmission in the event of a transmittal failure.

Since the recommended Paymentech approach is not a true batch file exchange, it might be helpful to explain the options of how transactions would be submitted and settled using the Gateway.

- Option 1 – Online Authorization/Capture with preset End of Day

The Authority would submit transactions individually, for example in the future, from the Website, or in batches. Paymentech would authorize and immediately stream back the responses to the Authority. At the pre-determined End of Day, Paymentech would automatically settle all approved transactions. Batch total reports would be available on the Virtual Terminal.

- Option 2 - Online Authorization – Batch Submission for Settlement

The Authority would submit transactions individually, or in batches. Paymentech would authorize and immediately stream back the responses to the Authority. The Authority would resubmit transactions for settlement in batches of no more than 999. Those batches would include a record header with the batch totals. Paymentech would respond with a “Good Batch” response if the transactions balance to the header and would settle all transactions. Out of balance batches would be rejected entirely and the Authority would need to resubmit. End of Day cutoff can be managed automatically or manually.

Technical specifications for the Paymentech Orbital Gateway are available online, once the Authority has determined which type of interface they wish to use (XML, Java SDK, Perl SDK, C++ SDK, COM SDK, etc.). Since each of these specifications is a large document, it is impractical to include all with the proposal.

It is not possible to guarantee a specific connections speed or response time on the Internet because it is a public network and the connections can be as different as the users (and other software they may have installed on their computers). Most responses are 3-5 seconds and this roughly equates to 33.6K. In our experience this is fairly consistent but it can go much faster or go slower.



## COMPENSATION

The Price Proposal included in the separate sealed envelope contains Attachment D – Price Proposal Form that fulfills the required pricing format as detailed in this section. In addition we have proposed an alternate “pass through” pricing scenario, which we feel will result in overall lower fees, since it does not rely on the type of “bundling” of several types of interchange categories required to generate a three tiered pricing format. Without very specific interchange qualification information, “bundling” will often result in higher costs, since the processor would normally use the most conservative approach in their calculations in order to avoid under pricing each tier. We have identified the Interchange categories that fall into the three-tiered pricing option. In some cases these may differ slightly from the descriptions offered in the RFP, but the three-tiered structure is “hard coded” in the FDMS accounting system and we are not able to restructure the components of the three tiers.

Item No. 1 Master Card & Visa (Magnetic Stripe) “Best Rate” discount rate per transaction

The Qualified Level pricing tier will include:

- Visa CPS Retail
- Visa Retail Check Card
- Visa International Electronic
- MasterCard Merit 3
- MasterCard Corporate Face-to-Face Non T & E

Requirements include the transmission of the full, unaltered contents of the magnetic stripe, cardholder signature on the receipt and settlement within 24 hours of the authorization. Cardholder, card, merchant and card reading terminal must be present at the point of sale.

Item No. 2 Master Card & Visa (Magnetic Stripe) “Fallout Rate” discount rate per transaction

The Mid-Qualified Level pricing tier will include:

- Visa International Standard
- Visa International Commercial Card
- Visa CPS Card Not Present
- Visa CPS Retail Key Entered
- Visa Retail II Emerging Market
- MasterCard – Retail Keyed
- MasterCard International Corporate Purchasing Data Rate II Non T & E
- MasterCard Corp Data Rate II -- International Fleet
- Corporate Data Rate III Non T & E

Visa and MasterCard Retail Keyed categories require the presence of the cardholder, card, merchant and card reading device and a signature on the receipt and 24 hour settlement. For Visa CPS Retail Keyed, AVS request and match is required. Visa CPS Card Not Present category requires an AVS request but not match and two-day





settlement. Visa CPS Retail II Emerging Market requires that the merchant be included in certain Merchant Category Codes including Government and settlement is within 24 hours.

Item No. 3 Master Card & Visa (Non-Magnetic Stripe) “Fallout Rate” discount rate per transaction

The Non-Qualified pricing tier will include:

- Visa Standard
- Visa EIRF
- Visa Commercial Card Standard
- Visa Commercial Card Electronic
- Visa Purchasing Card – Large Ticket
- Visa International Commercial Card
- MasterCard Standard
- MasterCard Merit 1
- Master Card Corporate Standard
- MasterCard International Corporate Standard
- MasterCard International Corporate Purchasing
- MasterCard Corporate Purchasing – International Fleet
- MasterCard Corporate Large Ticket
- Master Card Corporate Data Rate I
- MasterCard Corporate Data Rate II
- MasterCard Corporate Data Rate II - Large Ticket/Fleet
- MasterCard Corporate Data Rate III –Large Ticket/Fleet

Please note that manual (card not present) Visa transactions that contain an AVS request (match not required) will qualify at the Mid Qualified tier, which is an improvement over current processing qualification, while manual (card not present) MasterCard transactions will all qualify at the Non Qualified tier rate with or without an AVS request.

Pricing for other items are included in the Price Proposal

## **ATTACHMENTS**

**ATTACHMENT - A**  
**PROPOSER'S CERTIFICATION FORM**

## PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, the proposed agreement, and any other documents accompanying or made part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the Authority adequate time to evaluate the proposals

I agree to abide by all conditions of this proposal.

I certify that all the information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded this contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Authority or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized.

Paymentech, L.P.

NAME OF BUSINESS

Sylvia E. Dunham  
SIGNATURE

Sylvia E. Dunham, Senior Account Executive  
NAME & TITLE, TYPED OR PRINTED

1931 Krameria Street, Denver, CO 80220  
MAILING ADDRESS

1601 Elm Street, Dallas, TX 75201  
COMPANY HEADQUARTERS ADDRESS

(303) 399-6985  
TELEPHONE NUMBER

Sworn to and subscribed before me  
this 14<sup>th</sup> day of JUNE, 2002.

[Signature]  
Notary Public

State of COLORADO

My Commission Expires: 3/27/05

ATTACHMENT - B  
PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133 (3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to Orlando-Orange County Expressway Authority  
(print name of the public entity)

by Sylvia E. Dunham, Senior Account Executive  
(print individual's name and title)

for Paymentech, L.P.  
(print name of entity submitting sworn statement)

whose business address is 1601 Elm Street, Dallas, TX 75201

and its Federal Employer Identification Number (FEIN) is 75-2830829

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A).

2. I understand that a "public entity crime" as defined in Paragraph 287.122(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly

enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Sylvia E Dunham  
(signature)

June 14, 2002  
(date)

STATE OF Colorado

COUNTY OF Denver

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Sylvia E. Dunham who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this

14th day of JUNE, 2002

III.

[Signature] 6/14/02  
NOTARY PUBLIC

My commission expires: 3/27/05



**ATTACHMENT - C**

**PRE-PROPOSAL CONFERENCE  
ATTENDANCE NOTIFICATION FORM**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
525 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801-4414  
TELEPHONE: (407) 316-3800

FIRM NAME: PAYMENTECH .LP. \_\_\_\_\_

PLEASE CHECK:

1. We plan to attend **xxxx**

Name of Representatives who will attend:

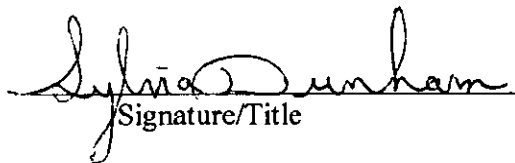
- 1) Sylvia Dunham \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

2. A list of questions or statements for discussion at the Pre- Proposal Conference is attached. **xxxxx**

3. We do not plan to attend, but will be submitting a response.

4. We do not plan to attend and will not be submitting a response because

\_\_\_\_\_

  
\_\_\_\_\_  
Signature/Title

June 3, 2002  
\_\_\_\_\_  
Date

**ATTACHMENT - D**  
**FEE PROPOSAL FORM**

**(SEE ATTACHED SEALED ENVELOPE)**

**Paymentech LP  
Schedule 'A' to the  
Merchant Agreement**

**MERCHANT: OOCEA**

**Assumptions**

Annual Credit Card Volume	\$62,000,000
Average Transaction Size	\$36

**Merchant Discount Fees**

<b>Credit Card Interchange</b>	<b>VISA</b>	<b>MasterCard</b>
CPS Retail (Card Swiped-Settled in 24 hours)	1.37% + \$.10	
Merit 3 (Card Swiped-Settled in 24 hours)		1.38% + \$.10
Check Card (Card Swiped-Settled in 24 hours)	1.25% + \$.10	
CPS/Retail Key Entry – MCC 9311 (requires AVS ZIP match)	1.80% + \$.10	
CPS Card Not Present – MCC 9311 (requires AVS request)	1.80% + \$.10	
Visa CPS Emerging Market – MCC 9211, 9222, 9399	1.43% + \$.05	
Commercial Card (T&E or without enhanced data)	2.10% + \$.10	
EIRF – MC9311 (Keyed without AVS or delayed settlement)	2.00% + \$.10	
Visa Commercial Card Standard	2.50% + \$.10	
Visa International Electronic	1.00%	
Visa International Standard	1.44%	
Visa International Commercial Card	1.80%	
Visa GSA Large Ticket	.95% + \$35.00	
Merit I (MO/TO)		1.90% + \$.10
MasterCard Retail Key Entered (No AVS required)		1.80% + \$.10
Standard	2.30% + \$.10	2.54% + \$.10
International Electronic		1.37%
International (Standard)		2.10% + \$.10
US Corporate Data Rate I (Keyed)		2.35% + \$.10
US Corporate Data Rate II (Keyed)		1.75%
US Corporate Data Rate III (Keyed) Salem Only		1.50%
US Corporate Standard		2.54% + \$.10
International Corporate & Purchasing		2.05%
International Corporate Purchasing – Large Ticket		.75% + \$30.00
International Corporate Purchasing Data Rate II		1.65%
<b>Card Association Dues and Assessments</b>	<b>VISA</b>	<b>MasterCard</b>
	0.084%	0.095%

Periodic Interchange, Dues and Assessment changes will be passed through at cost, upon thirty days written notice.

**Paymentech LP  
Schedule 'A' to the  
Merchant Agreement**

**MERCHANT: OOCEA**

**Other Fees**

<b>Processing Fees</b>	<b>Per Transaction</b>
American Express/Discover Authorization, Capture & Conveyance	\$0.06
MasterCard/Visa Authorization, Capture & Settlement (Dial Transactions Only)	\$0.06
Voice Authorization	\$0.65
Address Verification Service	No Charge
Chargeback Handling	\$10.00 per chargeback
ACH Funds Transfer	-0-
Frame Relay	\$360 / month
<b>Paymentech Orbital Payment Gateway Fees</b>	
One Time Set Up Fee – Per MID	\$100.00
Monthly Fee – Per MID	\$25.00
Per Transaction – All Card Types	\$0.08

**Reporting Options**

Monthly Merchant Statements	No Charge
ReSource Online Internet Reporting	No Charge
Daily Data File Reporting – Optional—4 Types of Files	\$150 per file per month
--Combined Extract File	
--Transaction Detail File	
--Exception File	
--Financial Detail File	
SE Workstation Reporting Option – Combined BankCard and American Express Reporting	
SE Workstation – One Time Set-up Fee	\$400.00
Monthly Maintenance Fee (First Year)	\$36.00
Monthly Maintenance Fee (After First Year)	\$8.00

Merchant  
Signature

Date:

\_\_\_\_\_

\_\_\_\_\_

Paymentech  
Signature

Date:

\_\_\_\_\_

\_\_\_\_\_

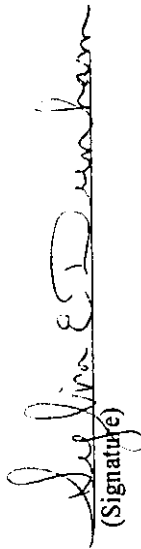
ATTACHMENT - E

AUTHORIZED SIGNATORIES

# AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name	Title	Telephone Number
Sylvia E. Dunham, Senior Account Representative	(303) 399-6985	
Greg Schaub, Strategic Markets Group Executive	(512) 331-9838	
John Kight, Legal Counsel	(214) 849-2085	

  
(Signature)

Senior Account Executive  
(Title)

Paymentech, LP  
(Name of Business)

The bidder/offeree shall complete and submit the following information with the bid or proposal:

#### IV. Type of Organization

\_\_\_ Sole Proprietorship      \_\_\_ XX \_\_\_ Limited Partnership  
\_\_\_ Joint Venture            \_\_\_ Corporation

V. State of Incorporation: Delaware

**ATTACHMENT - F**  
**LOCATION**



## LOCATION

Offerors shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	COUNTY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
1. <u>Paymentech, LP - Corporate Headquarters, 1601 Elm Street, Dallas, TX 75201 - Conversion Support/Client Relations Management</u>				<u>5%</u>
2. <u>Paymentech Network Services - 4200 West Cypress Street, Suite 500, Tampa FL - Network/Authorization/Capture Services/Orbital Gateway/Help Desk Support</u>				<u>46.5%</u>
3. <u>Paymentech Network Services/Direct - #4 Northeastern Blvd, Salem NH - Backup Network/Authorization/Capture Services</u>				<u>Unknown %</u>
4. <u>Paymentech Tempe Office - 1401 South 52<sup>nd</sup> Street, Tempe AZ 85281 - Backup Help Desk Support</u>				<u>Unknown %</u>
5. <u>Paymentech Denver Sales Office - 1931 Krameria Street, Denver, CO 80220 - Proposal Preparation/Sales and Contract Negotiation</u>				<u>1%</u>

**VI. SUBCONSULTANT/SUBCONTRACTOR**  
(Name & Address)

1. First Data Merchant Services - 1 Western Maryland Parkway, Hagerstown MD 21740 - Back End Settlement/Merchant Accounting /Statementing/Chargeback and Retrieval Handling/Customer Service Support/Voice Authorization 47%
2. TASQ Technology Inc., 660 Menlow Drive, Rocklin, CA 95765 - Equipment Deployment and Maintenance and Supplies Vendor - 0.5 %

\_\_\_\_\_

100%

Total Percentage

Use additional pages if necessary

(must equal 100%)

**ATTACHEMENT – G**  
**DRUG FREE WORKPLACE FORM**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
DRUG-FREE WORKPLACE FORM


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

Paymentech, LP does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.  
(See copies of Employee Handbook pages attached)

  
\_\_\_\_\_

Proposer's Signature

Sylvia E. Dunham

Long distance services and toll calls, as well as Paymentech's 800 numbers, are intended for company business. Abuse of this policy can lead to corrective action up to and including termination of employment.

## **Drug-Free Workplace/Random Drug Testing**

Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. Paymentech is committed to providing employees with a safe, efficient and productive work environment. In support of this commitment, has established the following Drug-Free Workplace and Random Drug Testing policies.

### Drug-Free Workplace

Paymentech believes that all employees have a right to work in a drug-free and alcohol-free environment. This policy is designed to insure a work environment free of the use and effects of drug and alcohol consumption, by providing rules and guidelines concerning drug and alcohol use and intoxication in the workplace. Compliance with this policy is a condition of employment for all Paymentech employees. Any violation of this policy may result in corrective action, up to and including termination of employment. Employment, however, is at-will and may be terminated at any time, with or without cause and with or without notice.

Although the lawful and proper use of prescribed or over-the-counter medication is permitted, employees are required to inform their supervisor when they are taking medication that they have reason to believe may affect safety or performance. Any prescription medication brought onto company property should be retained in its original container labeled with the names of employee and the prescribing physician.

The following substances are within the scope and coverage of this policy:

- Alcoholic Beverage. Any beverage with an alcohol concentration constitutes an "alcoholic beverage."
- Drugs. Any substance, including inhalants, (other than an alcoholic beverage, or over-the-counter medication) capable of altering an individual's mood, perception, pain level, motor skills or judgment constitutes a "drug."
- Illegal Drugs. Any drug which, if possessed, sold or consumed, would constitute a violation of criminal law, either state or federal, constitutes an "illegal drug."
- Prescription Drugs. Any "controlled substance" as defined in schedules I through V of 21 U.S.C. Section 812, or any drug prescribed for individual consumption by a licensed medical practitioner constitutes a "prescription drug."

The following activities are specifically prohibited by this policy:

- Reporting to work intoxicated or under the influence of any alcoholic beverage, drug or illegal drug.
- The unlawful manufacture, distribution, sale, transfer or purchase of any illegal drug while on company property or while acting in the capacity as an employee or representative of Paymentech, or while attending a company sponsored event.
- The use or possession of any alcoholic beverage, drug, or illegal drug on company property or while acting in the capacity as an employee or representative of Paymentech, (does not apply to alcoholic beverages served at company approved or company sponsored functions).
- The use or possession of any prescription drug which could impair the employee's work performance or attention to safety regulations, while on company property or while acting in the capacity as an employee or representative of Paymentech.

In the event that any violation of this policy could constitute a violation of criminal law, either federal or state, Paymentech will inform the appropriate law enforcement officials, and will cooperate fully with any investigation or prosecution of the perpetrator. Any employee convicted under a criminal drug statute for a violation occurring in the workplace must notify Paymentech no later than five (5) days after the conviction.

Any employee who has a substance abuse problem, regardless of whether it directly affects work performance or constitutes a violation of this policy, is encouraged to seek medical treatment. Paymentech's medical plans provide coverage for treatment of substance abuse. In addition, the Employee Assistance Program (EAP) provides free confidential counseling to employees for drug or alcohol abuse and addiction.

Violation of this policy as well as any interference with its enforcement, will result in corrective action up to and including termination of employment. Paymentech's actions in this regard will depend on the seriousness of the offense. However, Paymentech considers any violation of this policy to constitute severe misconduct and, in most cases, immediate termination of employment will be appropriate.

#### Random Drug Testing

Paymentech is committed to providing employees with a safe, drug-free working environment and expects employees to report to their jobs in suitable mental and physical condition, to perform their jobs professionally. Paymentech's random drug testing program is designed to support this commitment.

Under this program, on a monthly basis, a specific number of names are randomly selected at various sites throughout the company. An employee who is selected must submit to a drug test within 24 hours of being notified. Employees are reimbursed for mileage to the testing site and may be tested during working hours. In the event the results of a drug test indicate a violation of Paymentech's Drug-Free Workplace Policy, the employee may be subject to appropriate corrective action, up to and including termination of employment.

## **Accommodations for Disabled Employees**

Paymentech will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment on the basis of physical or mental disability. Paymentech also will make reasonable accommodations wherever necessary for all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job, and provided that any accommodations made do not impose undue hardship to Paymentech.

## **Emergency Evacuation Procedures**

Each office location has in place specific evacuation procedures that must be followed in case of fire or other emergencies making an evacuation advisable.

### General Fire/Smoke Procedures

The following procedures should be followed if a fire or smoke is detected:

- Rescue* Remove anyone from the immediate danger areas. This means the room of origin or immediate vicinity of the fire. This is not an evacuation of the premises.
- Confine* Close the door to the room of origin. This will contain the fire and smoke to that one room for a longer period of time.
- Alert* Go to the nearest fire alarm and activate the alarm. Notify building security. Call the Fire Department (9-911) or have Building Security call and give the following information:
- Nature of the emergency: Fire, Medical, etc.
  - Your name
  - Complete street address
  - Building name (if applicable)
  - Floor number and suite number
  - Closest street intersection
  - Call back number (Do not stay at the phone if you are in danger.)

**ATTACHMENT - H**

**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN**

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (REV. 1991)

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of our bid/proposal.

JOB CATEGORIES	MAJORITY			MINORITY MALES				MINORITY FEMALES			TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs, Supervisors	123	86	5	4	0	3	15	6	0	2	
Professionals	168	178	11	14	1	12	36	13	0	11	
Technicians	27	8	6	3	1	4	6	1	0	0	
Sales Workers	87	70	4	8	0	1	5	1	0	0	
Office and Clerical	80	186	9	18	0	4	27	20	0	3	
Craftsman (Skilled) n/a											
Operatives (Semi-Skilled) n/a											
Laborers (Unskilled) n/a											
Service Workers n/a											
Apprentices n/a											
Interns/Co-Ops n/a											
Wages to Work Employees n/a											
TOTAL	485	528	35	47	2	24	89	41	0	16	1267
Changes Since Last Report											

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project? Yes  No  If yes, how many approximately? \_\_\_\_\_

Name of Firm Paymentech, L.P. Period of Report 2002 No. of Years in Business in Orange County n/a

Form Completed by Teresa Metcalf, paralegal  
Name/Title (Printed or Typed)

Form Approved by Jay Reeve, counsel  
Name/Title (Printed or Typed)

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**ATTACHMENT - I**

**CONFLICT OF INTEREST STATEMENT**

**CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

(  ) To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

(  ) The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

**LITIGATION SETTLEMENT**

**LITIGATION**

**IN FLORIDA ONLY, JUDGEMENTS AGAINST THE FIRM, AND SUITS AGAINST THE AUTHORITY INCLUDE ACTIONS AGAINST THE FIRM BY THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER STATE OR FEDERAL REGULATORY AGENCY.**

**CHECK ONE**

(  ) The undersigned firm has had no litigation or any projects in the last five (5) years.

**OR**

(  ) The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Paymentech, LP  
COMPANY NAME

  
AUTHORIZED SIGNATURE

Sylvia E. Dunham  
NAME (PRINT OR TYPE)

Senior Account Executive  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

**PAYMENTECH AND  
BANK ONE CORPORATION**

**EVIDENCE OF INSURANCE**

PRODUCER  
**AGN RISK SERVICES, INC. OF ILLINOIS**  
 1000 N. MILWAUKEE AVENUE  
 GLENVIEW, IL 60025  
 ATTN: DOCUMENT PRODUCTION UNIT  
 1-800-4-VERIFY / FAX 1-847-963-6390  
 D/B/A AGN RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO. 0099623

Serial # 1322

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

**COMPANIES AFFORDING COVERAGE**

COMPANY A LUMBERMENS MUTUAL INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED  
**BANK ONE CORPORATION**  
 PAYMENTECH  
 300 SOUTH RIVERSIDE PLAZA  
 MAIL SUITE IL 1-0381, 21ST FLOOR  
 CHICAGO, IL 60670-0381  
 ATTN: MARIA E HARO

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

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	5AA 045 295-01	10/02/2001	10/02/2002	GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS - COMPROP AGG	\$ 1,000,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 1,000,000
				MEG EXP (Any one person)	\$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	FSD 006 931-01	10/02/2001	10/02/2002	COMBINED SINGLE LIMIT	\$ 1,000,000
				BOODLY INJURY (Per person)	\$
				BOODLY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNER/SUBSIDIARY OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	6BA 129 431-01	10/02/2001	10/02/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE - POLICY LIMIT	\$ 1,000,000
				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**INSURANCE HOLDER**  
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ATTN: ORLANDO RODRIGUEZ  
 525 SOUTH MAGNOLIA AVE  
 ORLANDO, FL 32801-4414

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Luis A. Peltre*

**ORBITAL PAYMENT GATEWAY**

**PRE-SALES QUESTIONNAIRE**

Once Completed, Email this form to Gateway Certification  
([gateway\\_certification@paymentech.com](mailto:gateway_certification@paymentech.com))

Relationship Manager:  
Date Completed:

**Client Name:**

Contact Name:

Email:

Phone:

- 1. Client Type:  Aggregator  Software  Merchant
- 2. Targeted Platform:  Tampa  Salem  Both
- 3. Anticipated Launch Date:

**Product Functionality:**

- 1. Card Types:  Credit  Purchasing Card II  Other:
- 2. Enhanced Processing (Salem Only):  ECP  International Processing  Fraud Scoring  Other:
  - Switch / Solo
  - Full
  - Partial
- 3. Transaction Types:  Auth Only  Auth / Capture  Mark for Capture  Refund
  - Force  Void  Card Verification  AVS
  - End of Day:  XML  Virtual Terminal  Auto-Settle

**Business Model Description:**

Please provide as much detail as possible in terms of defining the client; why they would use the Gateway; and any product needs not already defined above.

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**Integration:**

- 1. Integration Kit – (How is the merchant processing?):
  - 1.1 API:  XML
  - 1.2 Paymentech SDK:  Java  Perl [TBD]  C++ [TBD]  COM [TBD]  Other:
  - 1.3 Payment Modules:  Kurant StoreSense  Commerce Server 2000 [TBD]
    - Miva Store 4.0 [TBD]  Other:
  - 1.4 Software Solution:  CN Express  Other:
  - 1.5 Hosted Solution:  Web Ideals  Other:
- 2. Communications Protocol:  HTTPS [Synchronous]  TCP-IP SSL [Asynchronous]
- 3. Processing Environment:
  - 3.1 Operating System:  Windows – Version:  NT  2000  Windows 9.x
    - Other:
  - UNIX – Version:  Solaris  Linux  HP-UX
    - AIX  True64  Other:
  - 3.2 Web Server:  IIS [Microsoft NT]  Apache  BEA  Domino
    - Other:
- 4. Technical Development:  Internal  External

**Technical Implementation Comments:**

Please provide as much detail as possible in terms of defining the client's integration; how are they using the Gateway; and any technical details not already defined above.

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**STATE OF FLORIDA**

**CERTIFICATIONS**



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

September 29, 1999

**TRACEY MCALLISTER**  
**PAYMENTECH**  
**1601 ELM STREET**  
**DALLAS, TX 75201**

Qualification documents for PAYMENTECH NETWORK SERVICES, LLC were filed on September 27, 1999, and assigned document number M99000001530. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Trevor Brumbley  
Document Specialist  
Division of Corporations

Letter Number: 399A00047558



# State of Florida



## Department of State

I certify from the records of this office that PAYMENTECH, L.P. is a Delaware limited partnership registered to transact business in the state of Florida on March 5, 2002.

I further certify the document was electronically received under FAX audit number H02000049864. This certificate is issued in accordance with section 15.16, Florida Statutes and authenticated by the code noted below.

The document number of this limited partnership is B02000000070.

902A00013545-030602-B02000000070-1/1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Sixth  
day of  
March, 2002



CR2E022 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State