

**RFP-9-6/QPA #11273**  
**Contract for Services**  
**State of Indiana/ Metavante**  
**Credit Card Services**

This Contract, entered into by and between Indiana Department of Administration (the "State") and Metavante Payment Solutions Group (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor**

The Indiana Department of Administration on behalf of All STATE Entities here in referred to as ("STATE") is establishing a quantity purchase agreement (QPA) for **Credit Card Payment Services** and related services. The "State" shall include agencies, boards, commissions, entities, county, city, town, township agencies, boards, commission, or other form of governmental or quasi governmental units created by statute or ordinance, herinafter referred to as ("Entity"). The contractor shall provide these services and commodities necessary to the STATE as set forth in RFP 9-6, **Contractor's response, clarifications and Best and Final Offer (BAFO), attached hereto in Exhibit A** incorporated and a part of this agreement herein by reference. The duties of the contractor are set forth on Exhibit A, attached hereto and incorporated fully herein:

**1A. Transactions**

The Contractor shall provide in-store acceptance both swipe and key entry, pay by phone, online entry, and any other methods for completing credit card transactions. The Contractor shall provide the following services/functions Authorizations, Settlement, Full or Partial Refunds, Credit Cards(Visa, MasterCard, American Express, and Discover), PIN based/less & Signature Debit Cards, Electronic Checks, Guaranteed Electronic Checks, Transaction Status, Heart Beat/System Check, as well as any specialty cards that may be requested by the State. The Contractor shall also process all major debit networks.

The Contractor shall process both one-time ACH payments and recurring ACH payments over the web and Interactive Voice Recognition (IVR). These requirements shall be met per each Entity's specifications.

The Contractor shall accept high-end transactions higher than \$999,999.99.

The contractor shall provide the State with the required information and the file format(s) to be used by the State for transmitting account setup and payment information data to the contractor.

The contractor shall be Payment Card Industry (PCI) & Data Security Standard (DSS) Compliant.

The cut-off time for transactions shall be 11:59:59 P.M.

The Contractor shall provide Internet-based, Interactive Voice Response (IVR), and Point-of-Sale (POS) payment channels with required functionality and security.

The Contractor's solution shall be web-based and hosted by the contractor which includes the ability to accept we-based transactions with an unlimited transaction amount.

The Contractor's website shall be accessible as a "click-through" from the State agency's website via working within the STAR system and IN.gov portal structure. The contractor shall supply the State an efficient process to accomplish this at no cost to the State.

The contractor shall have the capability to deposit funds in to multiple accounts as designated by the State meeting deposits timeframes and other requirements as mandated by the State Board of Accounts State Agencies Manual , the most current publication can be accessed at: <http://www.in.gov/sboa/>.

The Contractor's system shall allow for multiple settlement accounts through the use of "settle codes" and shall be set up with unique settle codes based upon the State's preference. These settle codes shall also be assigned on a variety of levels allowing funds to be separated as desired. The Contractor shall settle funds per settle code into the designated State account(s).

The Contractor shall have the capability to charge for any potential fees (not including charge backs) in arrears to account(s) designated by the State.

The Contractor shall provide a detailed invoice to the State indicating the gross settlement of amounts due to us once a month. Invoices shall be-mailed monthly on company letterhead and include the billing address, remittance address, Purchase Order (PO) number, invoice date, invoice number, payment due date, payment terms, and billing period. The detailed invoice shall be itemized to include interchange fees, dues and assessments, all other contractual processing costs, and ancillary fees. All payments shall be paid via check, ACH or wire transfer

#### **1B. Chargebacks/Refunds/Duplicate Transactions**

The Contractor shall send notice (to specific locations designated by the State) of disputed charges or charge backs.

The Contractor shall enter all notices in Contractor's chargeback database within 24 hours of receipt. Contractor shall review and research (within 48 hours) each chargeback or inquiry to determine Contractor can respond on behalf of the merchant. A letter describing the action being taken shall then e-mailed or faxed to the merchant: One of four letters, along with any additional information received from the issuer or processor, is sent to the merchant:

1. Inquiry received and Contractor responded back to the processor on behalf of the merchant. The merchant shall receive a copy of the response.
2. Inquiry received and the merchant shall need to respond to the request.
3. Chargeback was reviewed, the transaction was reversed, and Contractor responded back to the issuer on the behalf of the merchant. The merchant shall receive a copy of the response.
4. Chargeback was received, the transaction was reversed, and the merchant shall respond back to Contractor.

Contractor shall provide as much time as possible to respond. Once a response is received from the merchant, Contractor shall review the response. If the response is complete, the Contractor shall forward it to the processor within 24 hours from receipt of the letter. If the response is incomplete, The Contractor shall respond back to the merchant and offer suggestions for completing the response. If the merchant does not respond within one day or the remaining time left to respond, the Contractor shall forward the incomplete response to the processor.

The Contractor shall in the case that the issue is in regards to a chargeback, the State shall be provided notification and all available documentation regarding the chargeback. The State can then submit all necessary paperwork as to the validity of the charge. The Contractor shall work directly with the processor regarding the chargeback.

The contractor shall have safeguards against double-billing and shall disclose any variance in time frame by type of card (Visa versus Debit versus Discover, etc.)

The Contractor shall have safeguards to prevent overdrawn credit card transactions and fraudulent transactions.

The Contractor shall utilize several levels of duplicate checking which shall be assigned at the merchant level to automatically reject duplicate transactions. Duplicate checking shall be set to reject any payments made within a certain timeframe with the same payment method and payment amount. The Contractor shall work with the State to determine the appropriate criteria to be set to meet the State's duplicate checking requirements.

Full or partial refunds shall be initiated at the State Entity level for all charges made in error. The State shall accomplish this through the online reporting tool, DATAPOINT, (for authorized users). The Contractor shall never process a refund without written consent from the State (i.e. e-mail). Transactions shall also be "voided" prior to the cut off time. Voided transactions shall never settle to the State's designated account.

If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path to resolution.

The Contractor shall use the following steps in cases of fraud and overdrawn cards processed:

The Contractor shall notify the State whenever a chargeback or dispute occurs over a fraudulently used credit card. The Contractor shall provide as much information as possible to the State for the appropriate course of action to be taken.

The Contractor shall provide Security by providing audited, encrypted, and archived in transaction information in a manner that meets or exceeds the standards defined by PCI, the Internal Revenue Service (IRS), and industry best practices. All financial and confidential data (including cardholder information) transmitted over the Internet shall be encrypted using a minimum of 1024-bit Secure Socket Layer (SSL) encryption. The Contractor's systems shall be protected by security, using a public certificate authority to ensure that connected clients are indeed on the Contractor's systems.

### **1C. Processing**

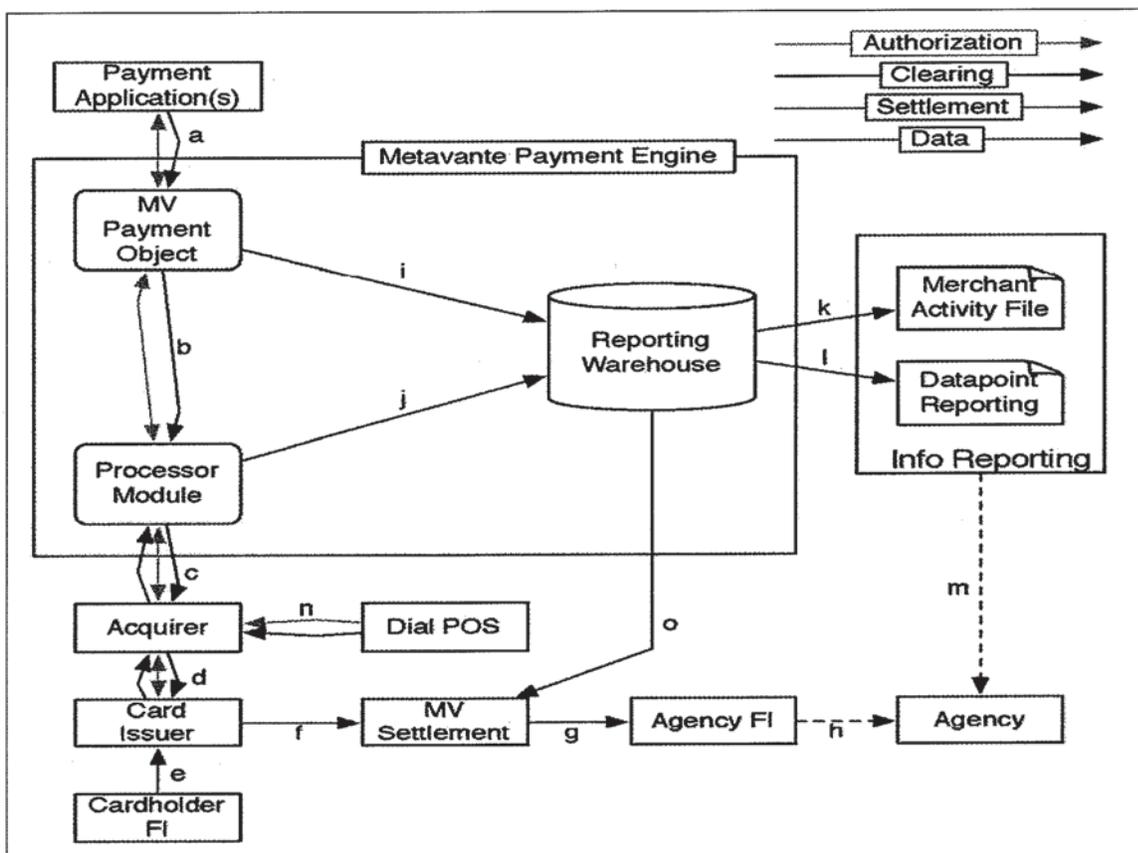
The Contractor shall make every attempt to minimize the collection of personal information. The information obtained from the State and State customers shall never be shared, sold, traded, or otherwise released to any other third party, other than as required to complete transactions (i.e. third party payment processor).

The Contractor shall provide a fully PCI/CISP audit and compliant electronic payment solution. The PCI/CISP process shall consist of an annual onsite audit performed by a Visa authorized security auditor. This audit shall include one week at Contractor location to perform vulnerability scans. The overall process shall take up to 6-8 weeks and shall include a full audit of Contractor's security policies.

Contractor shall be required to have a third party auditor perform quarterly vulnerability scans over the Internet. The Contractor shall provide documentation of compliance upon request of the State.

The Contractor shall maintain the Contractor's IRS IV & V certification and remain equipped with such advanced intrusion detection appliances as event correlation, packet filtering, and denial of service defense or its equivalent. The Contractor's system shall maintain multiple layers of security devices, firewalls, and NetScalers. Further, the Contractor's systems shall have the ability to use Address Verification Service (AVS), Card Verification Value (CVV2), Card Validation Code (CVC2), Cardholder ID (CID), Card Security Code (3CSC), verified by Visa, MasterCard SecureCode, and other tools to prevent fraud and misuse or the equivalent during the life of this contract. Contractor shall provide documentation of compliance upon request of the State.

The Contractor shall adhere to approved flow diagram that depicts the flow of date from the initial transaction authorization to the final funding of the State's bank account. Any changes must be submitted and approved by the State.



**Contractor Settle – ACH**

**Authorization: Clearing: Settlement:**

- a. Real-time b. Night of transaction e. ACH initiated next day
- b. Real-time c. Night of transaction f. ACH initiated next day
- c. Real-time d. Night of Transaction g. ACH initiated next day, memo
- d. Real-time posts morning of 2nd day

**Data (Reporting):**

- a. Real-time

- c. Real-time and nightly
- d. Real-time and nightly
- h. Generally morning of 2nd day
- i. Real-time
- j. Real-time and nightly
- k. Nightly
- l. Real-time
- m. Real-time and nightly
- n. (Dial POS) Minimum 1 day delay to all down the line events due to delay in transmission
- o. ACH instructions per schedule

**Contractor Settle – WIRE**

**Authorization: Clearing: Settlement:**

- a. Real-time b. Night of transaction e. ACH initiated next day
- b. Real-time c. Night of transaction f. ACH initiated next day
- c. Real-time d. Night of Transaction g. Wire initiated next day, posts next day
- d. Real-time

**Data (Reporting):**

- a. Real-time
- c. Real-time and nightly
- d. Real-time and nightly
- h. Generally real-time
- i. Real-time
- j. Real-time and nightly
- k. Nightly
- l. Real-time
- m. Real-time and nightly
- n. (Dial POS) Minimum 1 day delay to all down the line events due to delay in transmission
- o. Wire instructions per schedule

**1D. Equipment**

The Contractor shall provide up-to-date POS VeriFone equipment to the State at no charge. The equipment shall be provided to locations with no equipment, as well as to locations with existing, but outdated VeriFone equipment. The Contractor shall work with the State to ensure a smooth transition and PCI compliant for all terminals located through out the State.

The Contractor shall provide any and all up to date models or newest versions of equipment and supplies at no charge to the State, including but not limited to paper rolls and any signage ('credit cards accepted here') needs for countertops, glass doors/windows, etc.

The Contractor shall update existing equipment at no cost, including State agencies existing leased equipment with VeriFone equipment. The timeframes and requirements for replacing the equipment shall be agreed upon at the Entity level and defined within the Contractor/Entity agreements.

The contractor shall provide an alternative solution if an Entity encounters damaged or faulty equipment. Card reader repair and/or replacement for inoperable equipment should be shipped the same day using next day delivery (at no cost to the State) if the problem is reported prior to 3:00 p.m. EST. If reported after 3:00 p.m. EST, the equipment should be shipped the next bank business day (at no cost to the State).

The Contractor's repair/replacement plan for all POS terminal equipment shall be as follows:

1. Merchant shall contact Service Delivery regarding faulty or damaged equipment in need of replacement/repair.
2. POS Operations Manager shall submit request to deployment services vendor who shall process order.
3. Replacement equipment shall be deployed to the merchant along with a call tag for pick up of the faulty or damaged equipment.

The Contractor shall adhere to the following service level agreement for replacement of faulty/damaged POS equipment:

1. Equipment shall be shipped the same day using next day delivery (at no cost to the State) if the problem is reported prior to 3:00 p.m. EST.
2. If reported after 3:00 p.m. EST, the equipment shall be shipped (at no cost to the State) the next bank business day.

### **1E. Training**

The Contractor shall provide full training services to the State as part of the State's initial project installation, throughout the implementation process and continuing education programs. The Contractor shall collaborate with the State in developing and implementing a training program that meets the specific needs of the State of Indiana

The Contractor shall customize training to the Entity's specific needs; the Contractor shall design and develop training on a case-by-case basis. The training program shall be developed for the State and shall be tailored to the State's particular needs and choice of electronic payment services. The Contractor shall provide on-going training and support to the State as necessary throughout the life of the contract at no charge.

#### **Training shall consist of:**

The Contractor shall provide initial training; training shall be a minimum of one (1) hour and focuses on utilizing all payment processing equipment and systems, utilizing administrative site functions, such as the online reporting tool, and fraud awareness. The Contractor shall provide information regarding compliance and regulatory requirements.

As new agencies implement the payment solution, the Contractor shall provide appropriate training to familiarize the Entity with the electronic payment processing services.

- On-Site Instructor-led Workshops*** – Contractor shall provide professionals that are well equipped to conduct live training sessions at State facilities. Contractor shall provide all documentation related to training and only require that the State provide workstations with Internet access for demonstrations and hands-on exercises.
- Virtual Training*** – The Contractor shall provide virtual training, via the Internet, to deliver many of the required training programs, both for converting and existing clients. These virtual training programs, shall be led by a live instructor
- Build-your-own Training Team*** – In the case that the State would like to build it's own

training team, the Contractor's training professionals shall advise the State in creating training programs to complement our systems and fulfill Entity's unique requirements.

## **1F. Customer Service**

The Contractor shall provide customer service to the State and shall have operations based on United States (US) soil.

The Contractor shall provide customer support utilizing three (3) separate teams: each team shall be comprised of in-house representatives with extensive working knowledge in both payment processing and government payments product line to assist the State, participating departments, and their customers throughout the life of the contract. The teams shall include:

### **1. Account Management**

The Contractor shall assign a dedicated Account Manager upon completion of the State project implementation. The Contractor shall work with State executives. The assigned Account Manager shall manage the overall relationship between the State and Contractor. He/She shall be responsible for the overall management and performance of the contract, as well as the strategic partnership. He/She shall schedule on-site visits with the State, as well as conduct periodic business reviews through a forum between the Contractor's senior executives and the State's senior leaders. The assigned Account Manager shall as agreed upon at the Entity level, monitor usage, processing volumes, service levels, and any issues the State may report.

The assigned Account Manager shall be responsible for the following:

- Primary point-of-contact via phone and e-mail during normal business hours for business contracted needs
- Billing errors, accounts receivable, reconciliation
- Works with department heads and senior management
- Participates in executive briefings
- Strategic planning with the State
- Owns the relationship between the State and Contractor
- Regular conference calls and on-site visits
- Attends status meetings as needed
- Tactical contract administration/planning/enhancements
- Contract renewals

### **2. Service Delivery**

The Contractor shall work with the State's Account Manager and participating State departments to address any product or service-related questions or issues that may arise through a Service Delivery team. Inquiries handled by Contractor's support staff shall include:

- Application functionality inquiries
- Reporting issues or questions
- Terminal/Workstation issues or questions
- Refund requests
- Supply requests (e.g. terminal paper, order terminals)
- Technical issues (e.g. export file issues, settlement issues, service and communication issues)
- General problems with transaction processing

### **3. Customer Support**

Contractor's Customer Support team shall provide on-going support to the State's customers regarding payments need to verify payments, or have questions during the payment process. Contractor's call center staff shall include bi-lingual agents to offer support in English, French, Portuguese, and Spanish.

All customer service functions shall be provided to the State and State customers through Contractor's Nashville, TN and Milwaukee, WI offices.

The Contractor shall utilize the following escalation plan for State employees to follow in the event of an issue.

**4. Account Management Escalation Procedures**

- The State shall contact the assigned Account Manager via phone or email for all business-related matters.
- The Account Manager shall respond to the State request within four (4) business hours from receipt.
- If the assigned Account Manager has not responded to the State's request within the prescribed time, a formalized, pre-approved escalation process shall go into effect starting with the Director of Account Management with continuous escalations into senior management. Service Delivery Escalation Procedures
- State departments may contact Service Delivery via phone or e-mail for all product and service-related issues.
- Upon receipt, the support representative shall determine the severity of the reported issue based upon the following criteria:
  - Critical*: A total loss of service with no workaround available
  - Urgent*: Workstation is down or network resource is degraded causing loss of productivity with no known workaround
  - Medium*: A consistent or intermittent problem affecting a single customer
  - Query*: An informational support request or a problem that causes minimal impact on customer operation
- The issue shall then be registered and managed according to the appropriate SLA as described below:

<b>Severity of Issue</b>	<b>Initial Response Time*</b>	<b>Resolution Period**</b>
Critical	30 minutes	2 business hours
Urgent	1 hour	24 hours
Medium	2 hours	24 hours
Query	6 hours	24 hours

\* **Initial Response Time** shall be measured as the elapsed time between problem registration and customer contact.

\*\* **Resolution Period** shall be measured as the elapsed time between problem registration and customer need met (i.e., service ticket closed). If a clear resolution is not determined, a plan for resolution shall be provided.

- If a support representative has not responded to the request within the prescribed time, a formalized, pre-approved escalation process shall go into effect starting with the Service Delivery Manager with continuous escalations into senior management. All reported issues are entered into SupportTrack, where the issue shall be assigned a unique tracking ID. Tickets shall then assigned to the appropriate Contractor personnel for resolution and are

monitored based on the severity of the issue. Issues are resolved based upon the SLAs as described in section 1.12 "Service Level Agreements". No ticket shall remain open beyond 24 hours unless code/system changes are required at which time the State shall be notified. The State shall be updated continually as to the status of any and all open issues until resolution at which time an incident report shall be provided.

The contractor shall provide the State of Indiana a direct line to a dedicated client services representative between the hours of 7:00 AM and 9:00 PM EST Monday through Friday. Service Delivery representatives shall provide support for any product or service related matters the State may encounter. Such issues include, but are not limited to, settlement, reversals, chargebacks, reporting, file issues, and communication issues. Continued support is provided by Contractor's After Hours Support.

The contractor shall provide toll-free live customer service representatives Monday through Friday from 7:00 AM to 8:00 PM EST and Saturdays from 9 AM to 6 PM EST to provide on-going support to the State's customers. Support representatives are available to assist customers in making payments, to verify payments, and to answer any questions citizens may have during the payment process.

The contractor shall provide a toll-free IVR with 24 hour automated customer service support number for States's citizens to access an automated menu of frequently asked questions and their solutions. The contractor shall work with the State to determine what, if any additional frequently asked questions (FAQ's) are needed specifically for the State of Indiana.

The contractor shall provide a customer service area on the Contractor's internet site for State's citizens to access a menu of FAQ's and their solutions.

The contractor shall provide a "help desk" technician between the hours of 8:00 a.m. and 8:00 p.m. Eastern time, Monday through Sunday, to assist State Entity personnel with credit or debit card transaction processing and procedural operation problems. The Contractor shall provide access to the help desk through a toll-free telephone number.

The Contractor shall provide additional Customer Service Delivery team to manage all technical related matters. The team shall be available via toll free access from 7:00 a.m. to 9:00 p.m. EST Monday through Friday. Service Delivery representatives shall provide support for all technical matters the State may encounter. Such issues include, but are not limited to, application functionality, workstation issues, and general transaction processing issues.

## **1G. Reporting**

The Contractor shall provide the State same day, monthly reporting, and ad-hoc reporting through their online system at no cost to the State for the duration of the contract. Such reporting shall include, but is not limited to transaction, batch and refund reports providing review and manage transaction history at the State or local level. The application shall allow users to omit displayed fields, change filed names to coincide with State/industry terminology, and save frequently generated reports. Information shall be available for an indefinite period of time.

The following reports shall be available to State users:

### **Basic Transaction Summary:**

This report shall allow State users to specify a date range, and shall return all the transactions that occurred within that date range along with a subtotal of those transactions.

### **Advanced Transaction Summary:**

This report shall allow State users to search based on but not limited to the last four digits of a credit card number, receipt number, etc. and shall return all the transactions that matched the criteria.

**Batch Summary:**

This report shall be generated for any specific date.

These reports show the State what dollar amount shall display, via ACH, in the State settlement account for that given day. All reports shall be available 24 hours a day, 7 days a week.

**Contractor shall provide features that include but are not limited to:**

- Transaction history review
- Customized reconciliation reports
- Location activity tracking
- Convenience fee reporting
- Credit card, debit card and check volume analysis
- Ad-hoc queries using the search tool
- Display and print reports in chart or graph form
- Browse transaction level detail
- View new retrieval requests daily
- Export data instantly to XML, CSV, TIFF, PDF, Web Archive, and Excel

A list of the reports available via DATAPOINT and their corresponding data fields is located in **Exhibit A**.

The Contractor shall customize the configurable parameters to each Entity's needs and provide custom reporting at no cost to the State. The State shall have access to import a Merchant Activity File in a flat file format available via Contractor's secure FTP site. The data files shall be available within the Merchant Activity File and all data components associated within a transaction shall be accessible. The Contractor shall collaborate with State personnel to develop a custom Merchant Activity File layout for the State. Below are the various fields that shall be available in the State's Merchant Activity File.

<b>Transaction ID</b>	<b>Time Stamp</b>	<b>Merchant Time Stamp</b>
L2G Merchant Account	Payment Type	Transaction \$ Amount
Convenience \$ Fee	Merchant's \$ Amount	Card/Check Last 4
Card/Check Extra Data	User Part 1	User Part 2
User Part 3	User Part 4	User Part 5
User Part 6	Account/Billing Full Name	Account/Billing Address
Account/Billing City	Account/Billing State	Account/Billing Zip
Account/Billing Email	Account/Billing Phone	Authorization Code

The Contractor shall provide monthly statements to State Central Office locations when requested by the State. The Contractor shall provide invoicing the State for all Entity activity, or shall provide individual invoices to any office(s) as designated by the State. In instances where invoices are provided to central offices, the Contractor shall provide the State a monthly recap invoice notating the charges incurred by each Entity.

The Contractor shall provide access to Authorized State employees to the Contractor's web-based transaction reports via the Contractor's online reporting tool. Upon project implementation, authorized employees shall be provided a unique user id and password in order to gain access to online reporting

tool. Authorized Users shall be permitted access to customize report presentation to produce a report that is compatible with customer/industry terminology and each field shall be defined as to the purpose and information it provides. In addition, reports shall be accessible for a specific date or date range allowing the State to tailor reports to specific financial timelines and schedules.

Custom reports shall have ability to be saved through the Administration tool for future accessibility. All reports shall have the capability to be exported to XML, CSV, TIFF, PDF, Web Archive, and Excel formats. Any required training shall be provided by the Contractor at no additional cost to the State.

The Contractor shall provide, should any State entity require, any special reports at no cost. Once a request is received through the State's assigned Account Manager, the Contractor shall build a special, custom merchant activity file based on the State's request. The file shall be available via secure file transfer protocol (SFTP) the same as the State's daily merchant activity file. The Contractor shall provide access to six (6) fields known as "user parts" for the State to customize and track during the transaction process.

## **1H. Account Management**

The Contractor's standard method of data transmittal shall be through the exchange of flat files via a secure SFTP process. Allowing the transfer of files between two sites using the Internet's TCP/IP protocol. Utilizing SFTP, the State and Contractor shall exchange files securely via the Internet or a private network (Extranet).

### **SFTP Process**

The Contractor shall create, after award of this contract, a "drop box" directory on the Contractor's FTP server for the State to submit and retrieve data files. All necessary information for gaining access to the directory shall be provided to the State. The Contractor upon receiving a request to exchange files, a member of the Contractor's technical staff shall contact the State to verify the detailed connection information. The drop box shall be activated, and connectivity testing shall be performed. The Contractor shall then perform an application test to validate the data format and integration with the State's application. Upon formal acceptance of the tests by both parties, the connection shall be utilized for data exchange between the Contractor and the State.

### **FTP Options**

The FTP options supported by Contractor shall include:

- FTP over the Internet with PGP encryption
- FTP over SSL
- FTP over SSH

### **Security**

For FTP over the open Internet, file encryption is required. The Contractor shall support PGP file encryption. FTP over SSL or FTP over SSH shall available to be utilized as an alternative, but requires client software supporting the RFC2228 standard.

### **Service and Support**

The Contractor shall provide the highest quality environment to ensure the secure

exchange of the State's data. The Contractor shall offer transmission testing, a help desk available around-the clock, and active monitoring of data transmissions including notification of transmission failures.

**The Contractor FTP shall provide:**

- Automated exchange of financial data
- Safeguards against unauthorized access or manipulation of State data
- Cost-effective file transfer
- Superior levels of service and support

**Common Uses**

Typical data exchange includes End User Load Files (EULF) and Merchant Activity Files (MAF). Submitted by the State, the EULF shall contain data for each account holder. Records typically include information such as customer name, account number, balance, etc. The Contractor shall load this file on a daily basis allowing the State's payment application(s) to display proper account information to the State's customers.

The Contractor, at the close of business each day, shall generate a Merchant Activity File for the State's retrieval. This file shall contain details on each successful transaction processed that day. This file shall provide the Entity with the information necessary for reconciliation and updating systems with payment information.

The Contractor shall make every effort to conduct system maintenance and upgrades without compromising the service provided to the State. System maintenance and upgrades shall be performed with minimum, and with the goal of "no", system interruptions, maintaining or exceeding current 99.5% performance.

The Contractor shall provide maintenance windows that are regularly scheduled for the 1st and 3rd Sunday of each month to accommodate any maintenance and/or change requests that may require downtime. These windows shall occur outside of normal business hours and peak transactions times to mitigate any disruption in service. Standard maintenance windows shall include system/hardware upgrades, code deploys, network/database maintenance, as well as any change requests.

The Contractor shall provide communication to the State via e-mail at a minimum of 10 days in advance of any scheduled maintenance.

If the Contractor must plan an outage due to the addition of new hardware, notification shall be made to the State within six (6) weeks in advance. If the planned maintenance shall interfere with the State's ability to conduct business, the opportunity to request an alternate date/time shall be provided to the State. Once the maintenance commences, another notification shall be made to the State. A final notification shall be made confirming the completion of all maintenance tasks. Service Delivery shall then follow-up via telephone to ensure the absence of any issues.

The State shall be provided the opportunity request changes or maintenance by submitting a Change Request. Once a request is received, it shall be reviewed by the Contractor's Change Advisory Board. Upon approval, the change request shall be made and scheduled for deploy during the next appropriate maintenance window.

The Contractor shall have the right to perform emergency maintenance as needed in any unforeseen, urgent situations. In such cases, the State shall be advised by our Service Delivery team.

The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe the State's inconvenience would be minimal. The plan shall indicate the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the Contract Manager and an electronic copy provided to the State.

## **II. Implementation**

The Contractor and State representative shall collaborate to produce a Scope of Work and Goals for the project. The Contractor shall complete implementation within forty four (44) days of the agreed upon "go live" date to be determined by the State Stakeholders and the Contractor. The Contractor shall work with the current vendor(s) during the initiation phase of the project to ensure efficient and successful conversion.

The contractor shall provide consulting services that shall include suggestions/recommendations on the best solution for each particular Entity.

The Contractor shall complete the implementation project in the following phases:

### **Initiation**

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

### **Planning**

The Contractor shall establish business requirements, the precise cost and schedule of the project (including a list of deliverables and delivery dates,) the work organization, and approval by the State. The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

### **Execution and Control**

The Contractor's project team shall carry out the project and perform project activities. The Contractor shall include Internal Quality Assurance (QA) testing and External Customer Acceptance (CA) testing in this phase. Upon completion of development, the State's project shall enter LINK2GOV's internal QA environment for rigorous testing. Once the internal QA requirements for functionality and operability have been satisfied, the Contractor shall offer the project to the State for testing. This process shall continue until the State is satisfied that the application meets the Contractor's contractual obligations, as well as the specifications defined in the Project Management Plan.

### **Closing**

The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final product. The application shall be migrated to Contractor's live production environment and the publicity campaign begins.

### **Defining the Implementation Team**

The Contractor shall provide a team of qualified experts to assist in the implementation effort. Contractor's team shall be led by an appointed Project Manager who shall be responsible for the overall

management of the implementation process. The Contractor's team members and responsibilities are defined as follows:

□ ***Project Manager***

The Project Manager shall have ultimate responsibility and accountability for the State's implementation. This individual shall direct the effort of the implementation team and shall ensure that a quality implementation is completed. He/She is responsible for managing the goals, assessing and managing project risks, and providing feedback to Contractor and the State's management team.

□ ***Business Analyst***

The Business Analyst shall work closely with the State's appointed Contractor's project manager to establish the requirements, specifications, business processes, and recommendations related to the State's proposed solution.

□ ***Application Developers***

The Contractor's Application Developers are responsible for developing backend operations for the State's payment applications and providing a solution that is highly functional, yet easy-to-use.

□ ***Merchant Boarding Representatives***

The Merchant Boarding Representatives shall manage the operational setup at the Contractor level and connectivity to third-party processors.

□ ***Quality Assurance Analysts***

The QA Analysts shall ensure the State's solution maintains a high-level of functionality, usability, adherence to product specifications, and positive performance in adverse environments.

### **Implementation Communication Tools**

The Contractor shall use the following tools to communicate issues and manage a high-quality implementation:

#### Implementation Project Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

#### Implementation Issues List

The Contractor shall provide an implementation issues list as the primary means of gathering all unplanned items and highlighting those determined to be critical. The application issues shall be reported on a prioritized basis. This list shall facilitate the tracking of issues and documents resolutions.

#### Implementation Team Meetings

The Contractor shall schedule with the State and State Stakeholders regularly scheduled implementation team meetings.

#### Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

The contractor and State shall adhere to the following process in order to implement all services described in this contract.

The Contractor shall deploy and encrypt, all POS terminals, through the Contractor's third party POS vendor and coordinated by the Contractor's POS Operations Manager. All deployment requests shall be made through the Contractor Account Manager. The following procedures shall be utilized for POS terminal implementation:

1. The Contractor and the State shall work together to complete a POS Statement of Work (SOW) outlining all necessary requirements and hardware.
  2. The Contractor shall work internally with the POS, Boarding, and Finance groups to implement the SOW.
  3. The Contractor's POS Operations Manager shall review all the information provided and confirm all hardware and software identified is consistent with the service being contracted for within the SOW. Any variations shall be communicated to the State for approval.
  4. The Contractor's POS Operations Manager shall order equipment and stage a test pilot configuration for validation purposes before confirming any rollout schedule with the State.
  5. The Contractor shall upon successful testing, work with the Contractor's selected deployment service to coordinate the delivery of the hardware to the appropriate locations in a timely manner.
- All non-POS implementations shall follow a step-by-step plan based upon the Project Management Institute's processes and methodologies as previously described. The State's assigned Project Manager shall coordinate and manage this process with each participating Entity based on the Entity's choice of electronic payment processing services.

**Exhibit A** includes a checklist of activities to occur during the implementation process.

The Contractor shall provide the State with the required information and the file format(s) to be used by the State for transmitting account setup and payment information data to the contractor.

The Contractor shall host a secure FTP site on which the State can place end user load files.

The Contractor shall utilize a standard layout for files imported from the client with end user data.

The Contractor shall accept and provide either delimited or fixed length files. The State shall choose which format most appropriately fits that Entity's system. The field structures shall be:

1. Character Set – UTF-8 (standard ASCII text)
2. Delimited Files –
  - a. Delimited by commas (,) or pipes (|). Generally, commas are the default delimiter, but if end user data must contain commas, pipes are then preferred.
  - b. Each row of data must contain the same amount of data fields.
  - c. Empty or null fields shall still require the delimiter.
  - d. Rows must be terminated with a control\linefeed, CRLF (aka \r\n).
  - e. There shall be no header or footer records; however, files may have column headers.
3. Fixed Length Files –
  - a. Each row must contain the same number of characters.
  - b. Data fields shall be left justified, padded with trailing spaces to fill out the required field size.
  - c. Empty or null fields shall be padded with spaces.
  - d. Rows must be terminated with a control/linefeed, CRLF) aka \r\n).
  - e. There shall be no header or footer records; however, files may have column

headers.

4. Prohibited Characters include: @ # \$ % & \* | < > ‘ “ , ; ? ( ) \ / [ ]

The file layout shall be determined at the project inception phase with the following limitations.

End User Load Files – End user data from the State shall be stored at Contractor for use within hosted applications. All end user load files must include the action field, and three lookup fields.

- a. Each line/row in the file represents one unique user record.
- b. Each record must start with the required Contractor fields: Action, LookupField1, LookupField2, and LookupField3.
  - i. Action Field – Determines how Contractor shall process the record. This shall ensure maximize processing of data by only sending change files instead of an entire file of the State’s data.
    1. I – Insert the record, a new record.
    2. D – Delete the record.
    3. U – Update values of record to existing data.
  - ii. Lookup Fields – Three fields of 25 characters that must uniquely define the record. LookupField2 and LookupField3 are optional if LookupField1 is the unique key for the user. The optional second and third lookup fields must still be present in the file as nulls (or padded spaces for fixed length files).
- c. The remaining fields in the file are open to the State to map into the End User Data Warehouse.

The contractor shall provide a clearly defined process of approval for setting up new merchant ID’s both during the implementation phase and shall add additional ID’s later on. The contractor shall provide time frames. The State contract manager shall be the single point of contact to set up new merchant ID’s for any Entity.

### **1J. Key Personnel**

The Contractor’s shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as outlined in **Exhibit A**. Contractor’s key personnel resumes’ shall be provided upon request. The State shall be provided opportunity to interview candidates for key personnel and shall have opportunity to approve or deny any new proposed key personnel. Key Personnel (Account Management Team) shall be: Project Manager, Director of Account Management, Service Delivery Manager & Customer Support Manager.

The contractor’s Account Management Team for this project shall serve as the single point of contact for the State and shall be an employee(s) of the Contractor that is dedicated to working with the State on resolving day-to-day issues.

### **1K. Quality Management**

The Contractor shall provide the following features and performance measures necessary when providing credit card processing services.

#### **Quality Assurance**

The Contractor’s implementation process shall be internal Quality

Assurance (QA) testing and external Customer Acceptance (CA) testing, which shall include the following:

Upon completion of development, each application shall be put through a testing environment. Testing the products shall for functionality, adherence to product specifications, positive performance in adverse environments, and usability. In addition, the file/reporting requirements shall be verified against the Contractor's transaction reporting product to ensure all data elements shall be reported as per the State's requirements.

The Contractor shall then make the products available in the CA (Customer Acceptance) region for the State's review. Available 24 hours a day, 7 days a week, the testing environment is an exact replica of contractor's production environment. As such, the State may test all features of Contractor's payment solution in CA. As part of the testing phase, the Contractor shall supply one card number each for Visa, MasterCard, Discover, American Express, NYCE, STAR and Pulse. The debit card numbers shall accept any PIN made up by the State. Standard reports shall also be executed during the testing phase via the Contractor's Customer Acceptance Transaction Reporting Application. Further, the State may request a merchant activity file for retrieval via SFTP.

During the CA review, any issues, questions, or concerns shall be addressed and the product shall be returned to the QA environment. After the product has repeated the internal QA cycle, it shall be again promoted to the CA region for Entity review. This process shall continue until the State is satisfied that the application meets Contractor's contractual obligations, as well as, the specifications defined in the Project Management Plan. Upon successful completion of CA testing, the product shall be moved to production at a schedule agreed to upon by the State and Contractor.

Should the State wish to test transactions outside of implementation, the State shall do so through the CA environment by notifying the State's Account Manager.

### **System**

The Contractor's Intel-based Windows serves in a clustered architecture with dual core processors and site-to-site failover. The production, testing, and reporting databases shall reside on individual servers to further speed transactions and increase reliability. Internal processes, site scope alerts, and additional monitoring shall maintain credit card processing stability including: 24X7 support, 24X7 reporting availability, IT on call staff, and open communication.

Custom reports shall be available within five business days and shall be reviewed by the Service Delivery Manager prior to distribution.

### **Service Delivery Team**

The Contractor's Service Delivery team shall engage in calls, faxes, or e-mails from clients. Representatives shall be responsible for opening a ticket immediately upon receipt of problem notification. Issues shall be resolved within 24 hours of receipt unless code changes or application changes are required. A Service Delivery representative shall respond to each request within one hour of receipt and continue regular follow-up responses until resolution. If code deployment is necessary, clients shall be immediately engaged in communication and provided full details and actions plans. An escalation path shall be designed to guarantee committed communication between the client and Contractor for issues outside of the normal process.

### **Account Management**

The Contractor's account management team shall be the single point-of-contact for the business needs of State. The account manager shall maintain scorecards which are presented quarterly to review activity. In

addition, business solutions shall be offered to increase productivity and build a strategic cost saving plan for the State. Account Managers shall conduct monthly calls to review any open items such as chargebacks, invoices, or service issues. The account manager shall be responsible for contract and pricing issues, add-on services, change requests, enhancements, and conversions.

### **Scheduled Maintenance**

The Contractor shall issue bi-monthly maintenance windows. Maintenance windows shall provide upgrade hardware, software, or additional items required to maintain quality assurance of the Contractor's systems. The Contractor shall provide client communication in advance of all scheduled maintenance. In addition to advanced notification, a follow-up phone call shall be made to address any questions. The Service Delivery Manager shall attend all maintenance windows in order to provide continual State communication throughout each activity.

### **Service Level Agreements**

The Contractor shall monitor all servers and databases and shall check routinely for quality and stability. DATAPOINT reporting shall be available 24X7. In addition, the Contractor shall provide custom reports within 5 business days upon request. All payments shall be authorized in real-time with responses in less than 5 seconds. In the event a transaction exceeds this timeframe, a timeout can occur. However, the Contractor shall take all precautions to avoid these instances and monitors the system 24X7. Daily reports of timeout activity shall be provided to the State and reviewed with account management. Timeouts are reviewed based on total volume and anything over 1 % shall be immediately addressed and rectified. All occurrences such as these shall require an incident report within 24 hours of reported issue to the State.

### **Marketing Support**

The Contractor shall provide the State with an on-going marketing campaign development and consumer adoption advice at no cost. The Contractor shall prepare marketing programs and materials. The Contractor's marketing team shall collaborate with State personnel to customize a marketing campaign that is geared towards the State's electronic payment solution and target audience.

The Contractor shall utilize state-of-the-art electronic marketing tools to promote the State's electronic payment processing solution include:

- Out-going mailing envelopes
- Envelope inserts
- Renewal inserts
- Membership directories
- Poster ads
- Take-away cards
- After-hours signage
- Information collateral
- Media releases
- E-mail blasts
- Web banner advertising

The Contractor shall supply sample marketing collateral, such as those listed above upon request.

## 1L. Service Level Agreement

Performance Metric	Goal	Performance Target	Description	Calculation	Frequency of Review
System "Up Time"	99.5%	100%	Percentage of hours the system is accessible during business hours	Hours the system is available/Hours the business is open	Quarterly
Reporting	100%	100%	Vendor must submit electronic reports to Entity (or provide a means to access reports)	Number of reports provided / Number of reports requested	Monthly
Custom Report Creation	1 week	2 weeks	Turnaround time for custom report request	Date Custom Report Received – Date Custom Report Requested	Quarterly
Adjustments and Charge-backs	3 days	Less than 7 days	Amount of days needed to reconcile an adjustment or charge-back	Date of Adjustment Resolution Charged - Date of Mistake Charged back	Monthly
Authorization Time Period	Under 8 seconds	Under 10 seconds	Amount of seconds needed to authorize payment	Time Transaction Ends – Time Transaction Begins	Monthly
Customer Service	2 Business Days	1 Business Day	The amount of business days until a problem is resolved	Date issue resolved– the date vendor was notified of issue	Monthly
Equipment Repair/ Replacement Resolution	24 hours	12 hours	The number of hours until an equipment problem is resolved	The hour the equipment problem is resolved– the hour the vendor was notified of issue	Monthly
New Application Approval/Implementation	5 business days	3 business days	The business days required to set up a new state Entity	Date of credit card system "up and running" – the date vendor was notified of state Entity's need	Quarterly
New Merchant ID Addition	2 business days	4 business days	The amount of business days required to set up a new merchant ID number	Date of New Merchant ID Completed - Date of New Merchant ID Request	Monthly

The Contractor shall be allowed a one-hundred and twenty (120) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the one-hundred and twenty (120) day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends.

above. After the one-hundred and twenty (120) day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends.

Once a final scorecard, which shall include the above performance metrics, has been developed, the State contract manager shall calculate a score for the contractor’s overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the Vendor and the State, the following actions shall be taken.

1. A discussion shall take place between the Contractor representatives and the State contract manager. The Contractor shall be given a warning, and a plan shall be developed to improve on the problem areas within two (2) months.
2. If a second monthly review occurs with minimal or no improvement in the problem areas, the Vendor shall be placed on probation, and the Contractor shall be given three (3) months to improve the Contractor’s overall service score.
3. If a third monthly review with below-threshold score occurs within the three (3) month probationary period, the Contractor shall be required to give a three percent (3%) rebate on the month’s revenue back to the State.
4. If a fourth below-threshold score occurs within the next three (3) months, the Contractor shall be required to provide a five percent (5%) rebate on the month’s revenue back to the State, and the contract may be terminated.

**2. Considerations**

The Contractor shall receive consideration for services rendered to a given State Entity or government entity(s) in accordance with option chosen from **section A - D**.

The Contractor shall extend the pricing options of RFP 9-6 to all state Agencies, boards, commissions, entities, county, city, town, township agencies, boards, commission, or other form of governmental or quasi governmental units created by statute or ordinance, herinafter referred to as (“Entity”). Participation in this contract pricing is at the option of the state or governmental unit(s) and participation shall be subject to the terms and conditions of this Agreement. State Entity agreements with the Contractor shall be documented in the form of an amendment to this contract. A sample agreement is attached as Exhibit B.

**A. Entity Funded Interchange Pass-through Pricing**

The Contractor shall provide to Entity transaction processing services to existing and new applications under an Entity Funded Interchange Pass-through Pricing Model.

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

Merchant Services	Rate	Frequency
Visa and MasterCard Interchange Rate <sup>1</sup>	Pass-through <sup>2</sup>	Per Transaction and Volume

<sup>1</sup> Credit, Checkcard included.

Merchant Services	Rate	Frequency
<b>PIN or PINless Debit Card Network Rate</b>	Pass-through <sup>3</sup>	Per Transaction and Volume
<b>BillMeLater Network Rate</b>	Pass-through <sup>4</sup>	Per Transaction and Volume
<b>ACH/eCheck Processing</b>	\$0.15	Per Transaction
<b>L2G Transaction Based Rate<sup>5</sup></b>	\$0.05 and .05%	Per Transaction

### Ancillary Fees and Services

Ancillary Services	Rate	Frequency
<b>Chargebacks and Adjustments</b>	\$7.50	Per Event
<b>Voice Authorizations</b>	Waived	Per Event
<b>Application Training – Remote</b>	Waived	Per Session

### B. Convenience Fee Funded Pricing

The Contractor shall provide to Entity transaction processing services to existing and new applications under a Convenience Fee Funded Pricing Model.

The Contractor reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. The Contractor shall provide to the Entity upon request, documentation of rule or regulation that sites the violation in the case of any rejected payments.

#### Tax Application Convenience Fees<sup>6</sup>

Where applications qualify under the Visa Tax Program, there is a separate set of rules and regulations that govern the acceptance of convenience fees.

Tax Applications	Rate
<b>Credit Accepted<sup>7</sup></b>	2.25%, no minimum
<b>Debit Accepted<sup>8</sup></b>	\$3.95

<sup>3</sup> Pass-through includes Signature Debit included and all Debit Network rates (per volume and per item fees). These rates may vary by network and rates are subject to change solely at the determination of the networks.

<sup>4</sup> Pass-through includes all BillMeLater Network rates (per volume and per item fees) and processor fees. These rates will vary by repayment timeframe (Standard and 90 Days with No Payments) and rates are subject to change solely at the determination of the network.

<sup>5</sup> All Payment Types included, Credit and Debit.

<sup>6</sup> Tax Applications are those identified in the Visa Tax Program, identified with a 9311 MCC, and eligible to be enrolled in the Visa Tax Program

<sup>7</sup> American Express, Discover, MasterCard, Visa Credit, and BillMeLater Standard.

<sup>8</sup> Visa Personal Signature Debit and Star, NYCE, and Pulse PINless Debit.

**Non-Tax Application Convenience Fees – Accepting Visa, Master Card, Discover & American Express**

A fixed or variable convenience fee shall be set up-front for all payment applications based on the average payment size of credit card transactions<sup>9</sup>. Once established, the fee shall remain fixed for an initial period for all payment amounts for the payment application. After the initial period, the average payment amount shall be reviewed regularly and adjusted if the average payment falls into a different pricing category. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different payment types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Visa Tax Program payment application<sup>10</sup>.

Non-Tax Applications <sup>11</sup> Average Payment Amount	WEB Convenience Fee (Standalone)	IVR Convenience Fee (Standalone)	POS Convenience Fee (Standalone) <sup>12</sup>	WEB/IVR/POS Convenience Fee <sup>13</sup>
\$0.00 - \$59.99	\$1.35	\$1.85	\$1.35	\$1.85
\$60.00 - \$79.99	\$1.80	\$2.30	\$1.80	\$2.30
\$80.00 - \$99.99	\$2.25	\$2.75	\$2.25	\$2.75
\$100.00 - \$119.99	\$2.70	\$3.20	2.25%	\$3.20
\$120.00 - \$139.99	\$3.15	\$3.65	2.25%	\$3.65
\$140.00 - \$159.99	\$3.60	\$4.10	2.25%	\$4.10
\$160.00 - \$179.99	\$4.05	\$4.55	2.25%	\$4.55
\$180.00 - \$199.99	\$4.50	\$5.00	2.25%	\$5.00
\$200.00 - \$219.99	\$4.95	\$5.45	2.25%	\$5.45
\$220.00 - \$239.99	\$5.40	\$5.90	2.25%	\$5.90
\$240.00 + <sup>14</sup>	See Formula	See Formula	See Formula	See Formula

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

Where range is within 10% of average transaction amount, the transaction amount at the top of the range is multiplied by 2.25%. The resulting amount is rounded up to the nearest nickel.<sup>15</sup> This is set as the fixed rate convenience fee for all transactions.<sup>16</sup>

Where range is greater than 10% of average transaction amount, the convenience fee shall be set at 2.25%<sup>17</sup> of each transaction with a minimum of \$1.15.<sup>18</sup>

<sup>9</sup> If payments were currently not being accepted utilizing credit cards, the initial average payment amount would be calculated by increasing the overall average payment 30%.

<sup>10</sup> LINK2GOV has been certified by Visa to accept convenience fees in a percentage format for applications that meet the Visa Tax Program requirements (i.e., property tax, income tax, and other tax types).

<sup>11</sup> All applications ineligible for enrollment in the Visa Tax Program

<sup>12</sup> Visa is not an option in a face to face environment. BillMeLater is currently not offered in a face to face environment.

<sup>13</sup> Visa is not an option in a face to face environment, but demands pricing parity between channels

<sup>14</sup> Visa is not an option at this level

<sup>15</sup> Payment Types accepted where permitted by appropriate rules and regulations. PIN-less debit, PIN debit, American Express, Discover, MasterCard, Visa, Electronic Check, and BillMeLater Standard and 90 Days are available as options.

<sup>16</sup> Example: Average transaction amount = \$1,150.00. Range is from \$920.00 to \$1,380.00.  $\$1,380.00 \times 2.49\% = \$34.362$  rounded up to the nearest nickel is \$34.40 which is set for the convenience fee for all transactions, whether \$1,150.00, \$920.00, or \$1,380.00.

<sup>17</sup> Payment Types accepted where permitted by appropriate rules and regulations. PIN-less debit, PIN debit, American Express, Discover, MasterCard, Electronic Check, and BillMeLater Standard and 90 Days are available as options.

<sup>18</sup> Example: Average transaction = \$1,000.00 and the range of payments is between \$150.00 and \$5,000.00

**Non-Tax Application Convenience Fees – VISA NOT ACCEPTED - Master Card, Discover & American Express Accepted**

Non-Tax Applications	Rate
Credit Accepted	2.25%, no minimum
Debit Accepted	2.25%

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

Where range is within 10% of average transaction amount, the transaction amount at the top of the range is multiplied by 2.25%. The resulting amount is rounded up to the nearest nickel.<sup>19</sup> This is set as the fixed rate

Where applications require e-check processing or ACH processing, they are governed by the following matrix:

**ACH/e-Check Convenience Fees**

Transaction Amount	Rate
\$0 - \$1,000.00	\$1.49
>\$1,000.00	\$2.49

Hosted Application Services	Rate	Frequency
Pay2Gov Setup Fee	Waived	Per Application
Pay2Gov Express Hosting	Waived	Per Application Per Month
Pay2Gov Reporting	Waived	Per Application Per Month

**Ancillary Fees and Services**

Ancillary Services	Rate	Frequency
Chargebacks and Adjustments	\$7.50	Per Event
Voice Authorizations	Waived	Per Event
Application Training – Remote	Waived	Per Session

**C. Development Pricing**

**Pay2Gov Express<sup>20</sup>**

The Contractor shall provide to Entity application services to existing and new applications under a Hosted Environment Pricing Model.

<sup>19</sup> Payment Types accepted where permitted by appropriate rules and regulations. PIN-less debit, PIN debit, American Express, Discover, MasterCard, Visa, Electronic Check, and BillMeLater Standard and 90 Days are available as options.

<sup>20</sup> All applications utilizing the product Pay2Gov Express

### Standard Application Development Services<sup>21</sup>

The Contractor shall provide to Entity application services to existing and new applications under a Hosted Environment Pricing Model.

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

Hosted Application Services	Rate	Frequency
New Application Setup (adheres to standard Contractor application templates for web , Virtual Terminal, and Interactive Voice Response (IVR) development)	Waived	Per Application at Setup
Hosting and Maintenance	Waived	Per Application Per Month

### D. Custom Application Development Services<sup>22</sup>

The Contractor shall provide to Entity application services to existing and new applications under a Hosted Environment Pricing Model. Any customization outside of the standard offerings of Pay2Gov Express or the standard L2G applications will be negotiated on a case by case basis and built into Entity Agreements.

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

### 3. Term

This Contract shall be effective for a period of 5 years. It shall commence on November 1, 2009 or date of final State approval, whichever is later, and shall terminate on October 31, 2014 or 5 years after date of final approval, whichever is later.

### 4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. The Contractor shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

### 5. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any

<sup>21</sup> All applications utilizing standard, configured, standalone applications

<sup>22</sup> All applications requiring development which deviates from the standard offerings of Pay2Gov Express or the standard L2G applications.

payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

## **6. Audits**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or Subsidiary Corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

## **7. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

## **8. Changes in Work**

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## **9. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If

the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it shall immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor shall not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if

IC 24-4.7 is preempted by federal law; and (B) shall not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

#### **10. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

#### **11. Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

#### **12. Continuity of Services**

- A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor

shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **13. Debarment and Suspension**

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal Entity or by any department, Entity or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely is solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

### **14. Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

### **15. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

#### **16. Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate

in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate Entity; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**17. Employment Option**

Deleted by mutual agreement of the parties

**18. Force Majeure**

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

**19. Funding Cancellation**

When the Director of the State Budget Entity makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Entity that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**20. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**21. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**22. Independent Contractor**

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

**23. Information Technology Enterprise Architecture Requirements.**

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the

Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

#### **24. Insurance**

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as a additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State Entity.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State Entity prior to the commencement of this Contract.

#### **25. Key Person(s)**

Deleted by mutual agreement of the parties

#### **26. Licensing Standards**

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or

accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor agrees to notify State immediately thereof and the State, at its option, may immediately terminate this Contract.

**27. Material Incorporated or Referred to in Contract**

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

**28. Merger & Modification**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**29. Minority and Women’s Business Enterprises Compliance.** The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE’s and WBE’s listed on the Minority and Women’s Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE & WBE Certified Firms

Certification	WBE	MBE
Subcontractor Name	ESDS, Inc.	ENTAP, Inc.
Address	120 E. Market Street, Suite 601 Indianapolis, IN 46204	136 E. Market Street, Suite 1010 Indianapolis, IN 46204
Phone Number	(317) 638-5561	(317) 634-9523
Fax Number	(317) 638-5562	(317) 634-9585
Scope of Products and Services	POS terminal procurement and/or deployment, installation, and support	POS terminal procurement and/or deployment, installation, and support
% Subcontract Amount	4.23%	4.23%
Utilization Date	Beginning 1/1/09 thru the end of contract term, including renewal periods.	Beginning 1/1/09 thru the end of contract term, including renewal periods.

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases

and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

**30. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**31. Notices to Parties**

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

**Notice to the State shall be sent to:**

STATE

Lottie Hooyer  
Contract Manager  
Department of Administration  
402 West Washington St.  
Indianapolis, IN 46204  
317-234-0067

CONTRACTOR

David A. Stephenson  
Vice President of Channel Sales  
One Burton Hills Blvd  
Suite 300  
Nashville, TN 37215  
615-665-6757

**Payment to the Contractor shall be sent to:**

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

**32. Order of Precedence**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) Solicitation Number, (4) Contractor's

response to solicitation number, and (5) attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

### **33. Ownership of Documents and Materials**

The State and the Contractor intend and agree that the Contractor shall retain title and all ownership and proprietary rights in and to any computer code, computer programs, programming or processing procedures or techniques, methods, ideas, concepts, or know-how ("Contractor Proprietary Information") developed by Contractor in connection with its performance of services to the State under this Agreement. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. The State and the Contractor agree that Contractor Proprietary Information is not "work for hire" within the meaning of U.S. Copyright Act 17 U.S.C. Section 101.

### **34. Order of Precedence**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) Solicitation Number, (4) Contractor's response to solicitation number, and (5) attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

### **35. Payments**

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
- B. If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

### **36. Penalties/Interest/Attorney's Fees**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

### **37. Progress Reports**

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

### **38. Renewal Option**

The contract shall be available for renewal under the same terms and conditions and shall be based on mutual agreement of the parties and the review/approval of SBA and AG.

### **39. Security and Privacy of Health Information**

Deleted by mutual agreement of the parties

\*Note – Contractor will not have access to Personal Health Information and will not be subject to HIPAA

### **40. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

### **41. Substantial Performance**

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

### **42. Taxes**

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

### **43. Termination for Convenience**

Either the Contractor or the State may terminate this Contract in whole or part. Contractor shall provide one hundred and twenty (120) days written notification to the State. The State shall provide sixty (60) days written notification to the contractor. In the event of a termination by either party or upon cancellation or expiration of this Contract, the State agrees to promptly pay all amounts owed to the Contractor. Should the termination for convenience be executed by the Contractor, the State reserves the right to allow or disallow the Contractor's participation in future solicitation opportunities for a period of two (2) years from the date of the notice of termination.

### **44. Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to**:
1. Correct or cure any breach of this contract;
  2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
  3. Make progress so as to endanger performance of this contract; or
  4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a

dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**45. Travel.**

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

**46. Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**47. Work Standards**

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

**48. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

The Contractor has altered, modified, or changed the following State Boilerplate contract clauses: Section 8, Section 10, Section 11, Section 17, Section 24, Section 25, Section 29, Section 32, Section 33, Section 37, Section 38, and Section 42.

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]  
Printed Name: JOHN REYNOLDS  
Title: PRESIDENT, FIS GOVERNMENT EDUCATION & HEALTHCARE  
Date: \_\_\_\_\_

State of Indiana Agency:

Signature: [Signature]  
Printed Name: Erin Kremer  
Title: Director of Vendor Management  
Date: 10/29/09

Indiana Office of Technology

[Signature]  
Gerry Weaver, Chief Information Officer

Date: 10-Nov-2009

Department of Administration

[Signature]  
~~Carrie Henderson~~ MARY EVERSON  
Commissioner  
Date: 10/29/2009



State Budget Agency

[Signature]  
Christopher A Ruhl  
Director  
Date: November 10, 2009

Office of the Attorney General

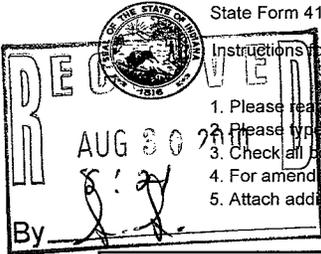
[Signature]  
~~Stephen Carter~~ Greg Zoeller  
Attorney General  
Date: \_\_\_\_\_

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.



1. EDS Number: P22-0-RFP-9-6	2. Date prepared: 3/29/2010
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year _____ \$ _____	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 10/28/2009	12. To (month, day, year): 10/28/2014
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>RFP 9-6</u>	<input type="checkbox"/> Negotiated
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Statewide credit card services.

38. Justification of vendor selection and determination of price reasonableness:  
Pricing/fees confirmed via analysis of current agency contracts for services.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Michael Deane</i>	41. Date Approved 8/26/10
44. Attorney General's Office approval <i>SUG</i>	45. Date Approved 9-15-10

**AGENCY INFORMATION**

14. Name of agency: Department of Administration	15. Requisition Number:
---	-------------------------

16. Address: Indiana Dept of Administration Contract Management 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204
--

**AGENCY CONTACT INFORMATION**

17. Name: LOTTIE HOOYER	18. Telephone #: 234-0067
----------------------------	------------------------------

19. E-mail address: lohooyer@idoa.in.gov
---

**COURIER INFORMATION**

20. Name: Amey Redding	21. Telephone #: 232-6870
---------------------------	------------------------------

22. E-mail address: aredding@idoa.in.gov
---

**VENDOR INFORMATION**

23 Vendor ID #	0000262019
----------------	------------

24. Name: METAVANTE CORP	25. Telephone #: 615-665-6757
-----------------------------	----------------------------------

26. Address: PO BOX 88310 MILWAUKEE, WI 53288
---

27. E-mail address: dstephenson@link2gov.com
---

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)  Yes  No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: 4.2 %

33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

AUG 30 2010



IOT

**RFP-9-6/QPA #11273  
CONTRACT FOR SERVICES  
STATE OF INDIANA/METAVANTE  
CREDIT CARD SERVICES  
EDS # P22-0-RFP-9-6**

**AMENDMENT # 1**

This is an Amendment ("Amendment #1) to the Contract (the "Contract") entered into by and between the Indiana Department of Administration on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor"), dated November 10, 2009.

**WHEREAS**, the Contractor and the Indiana Bureau of Motor Vehicles Commission, a body corporate and politic and a State agency (the "BMVC"), parties to the Contract, desire to further define and develop certain payment processing requirements as they pertain to the BMVC.

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

To incorporate by reference and full effect into the Contract the "Agency Participation Agreement for Indiana Bureau of Motor Vehicles Commission," executed by and between the Contractor and the BMVC on March 23, 2010.

A prior agreement between the Contractor and the BMVC for services similar to the services provided by the Contract ended on December 31, 2009. Since that date, the BMVC has been a full party to the Contract, including but not limited to the Considerations and the Interchange Pass-through Pricing.

The Indiana Department of Administration is duly authorized by the BMVC to enter into this Amendment #1 on behalf of the BMVC.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment #1 shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment #1 other than that which appears upon the face of this Amendment #1.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment #1. The parties, having read and understood the foregoing terms of this Amendment #1, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group**

By: Valarie M. Sanders  
Printed Name: Valarie M. Sanders  
Title: Contract Manager  
Date: MAR 29 2010

Attested By: Wilda Medina  
Project Analyst II  
Date: MAR 29 2010

**Indiana Office of Technology**

By: Brian Arrowood for  
Brian Arrowood, Chief Information Officer  
Date: 8-Sep-2010

**Department of Administration**

Robert D. Wynkoop (for)  
Robert D. Wynkoop, Commissioner  
Indiana Dept. of Administration

**State Budget Agency**

Adam Horst (for)  
Adam Horst, Director  
Director  
Date: 9-10-10

**APPROVED as to Form and Legality:  
Office of the Attorney General**

Susan St. Germain (for)  
Gregory F. Zoeller, Attorney General  
Date: 9-15-10



Agency Participation Agreement  
for  
Indiana Bureau of Motor  
Vehicles Commission

Presented by:

**Chris Crone**  
**Metavante Corporation**

**April 16, 2010**

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## Contact Information

Please address any questions regarding this Statement of Work to:

**Christopher Crone**  
**Vice President; Director of Relationship Management**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**704-746-3713**  
**[Christopher.Crone@FISglobal.com](mailto:Christopher.Crone@FISglobal.com)**

**Exhibit A**

**Agency Participation Agreement Dated November 15, 2009**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**Indiana Bureau of Motor Vehicles Commission**

**Description of Project:**

The Indiana Bureau of Motor Vehicles Commission ("BMVC") has various payment processing needs. These include:

- Standard InFlight or Passthrough Web based Payment application for accepting payments from citizens passed from the publically accessed BMV website
- MultiPay devices for use by the BMV branches to accept payments in a Point of Sale ("POS") environment, also to include the Winchester Mail Center
- Applications Program Interface ("API") access for STARS to retrieve non-Payment Card Industry covered transaction data

Metavante(Link2Gov) will continue to provide the current services and technology to Indiana BMVC until such time that the project listed within this agency agreement is complete, in production and instructed by the Indiana BMVC to discontinue current services.

**Products/Services to be rendered by Metavante:**

**Track One:**

1. **Approximately 1,400 MultiPay POS Terminals to be deployed**
  - a. **Terminal Deployment Plan**
  - b. **MultiPay is capable of dial or ethernet connections, this must be designated prior to deployment on at least a site by site basis.**
  - c. **To include 1 backup device per location**
2. **Provide API access for STARS**
3. **Merchant Activity File, to be generated nightly**
  - a. **One file to include all transactions, each transaction will contain location information (merchantcode and settlecode)**
4. **Access to standard reporting**

## **Track Two**

1. **One Web Based Payment Application**
  - a. **If InFlight application, then include post back**
  - b. **Otherwise, passthrough application includes built in post back**
2. **Merchant Activity File ("MAF"), to be generated nightly**
  - a. **Web transactions to be included in the single file to BMV stated in Track One Item 3**
3. **Access to standard reporting**

## **Products/Services to be rendered by BMV:**

### **Track One:**

1. **BMV to provide full list of location and address information, number of terminals at each**
  - a. **Designate communication method for MultiPay for each site**
2. **BMV to undergo an abbreviated API Certification for STARS access**
3. **BMV to retrieve MAF nightly and break file down to the required level for internal reporting**
4. **Access to standard reporting**
  - a. **BMV to provide updated user list, if necessary**

### **Track Two**

1. **BMV will work with Metavante during project to determine payment flow and configuration of the Web Based Payment Application**
2. **MAF will be digested by BMV same as in Track One Item 3**
3. **Access to standard reporting**
  - a. **BMV to provide updated user list, if necessary**

## **Project Fees, Processing Information and Expenses:**

- **The proposed solutions for BMVC will be completely agency funded through Interchange Pass Through Pricing, rather than through Convenience Fee Funded Pricing, for all transaction types. Agency funded rates are stated in the State of Indiana Credit Card Services Agreement**
- **The funds flow for the developed application(s) will be: Link2Gov Settle**
- **Development and Equipment to be provided per the contractual obligations under RFP-9-6/QPA # 11273 between the State of Indiana and Metavante Corporation for Credit Card Services. There will be no charge to the BMVC or the State for standard development and equipment.**

- Effective January 1, 2010 Metavante(Link2Gov) will begin billing the BMVC per the fee schedule contained in RFP-9-6/QPA # 11273 between the State of Indiana and Metavante Corporation for Credit Card Services

**Billing Name: Indiana Bureau of Motor Vehicles Commission**

**Billing Address: 100 North Senate Avenue; Room N440**

**Billing City, State, Zip: Indianapolis, IN 46206**

**Billing Mailing Address: Same**

**Billing City, State, Zip: Same**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded)

Convenience fee funded (Visa, MasterCard, American Express, Discover)

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded \$1.49 for echecks less than \$1,000.00, \$2.49 for echecks \$1,000.00 and greater

Verification Only

Verification and Conversion

Guarantee

# of representations 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

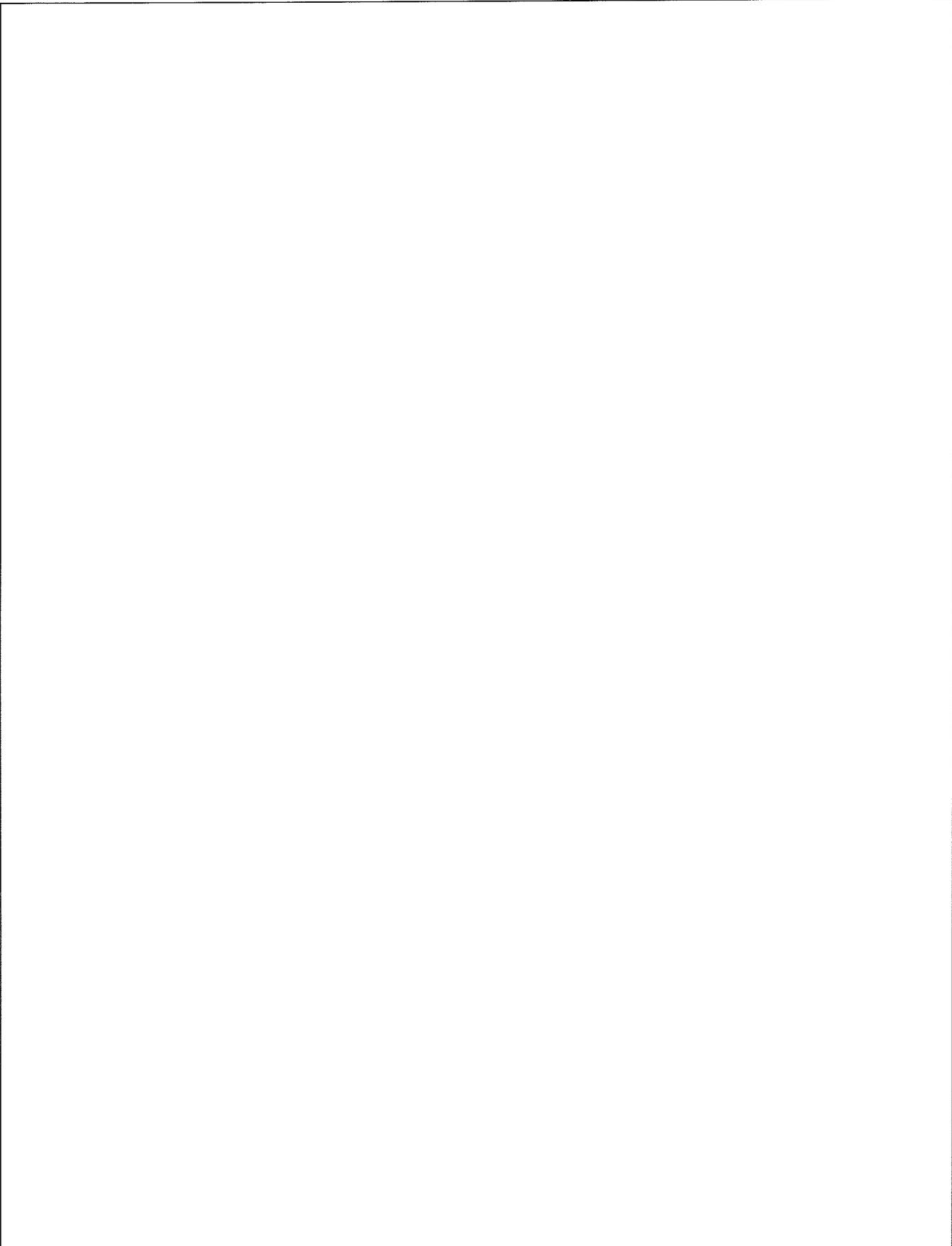
**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**



**Payment Terms:**

FIS will invoice BMVC monthly.

FIS will be paid its fees and allowable expenses in accordance with the Master Services Agreement.

**METAVANTE CORPORATION**

**INDIANA BUREAU OF MOTOR VEHICLES  
COMMISSION**

By: *Holly Huggins*  
Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

By: *R. Scott Waddell*  
Name: R. SCOTT WADDELL  
Title: CHIEF OF STAFF, FINANCE & ADMINISTRATION  
Date: 5-3-10

By: *Christopher Crone*  
Name: Christopher Crone  
Title: Contract Manager  
Date: 8/4/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

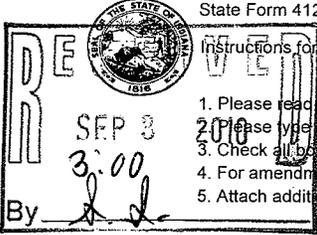
Metavante Corporation  
Attention: Christopher Crone, Vice President; Director of Relationship Management  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 704-746-3713

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.



4908 10/29  
SO

1. EDS Number: P22-0-RFP-9-6	2. Date prepared: 8/25/2010
---------------------------------	--------------------------------

**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year _____ \$ _____	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 10/28/2009	12. To ( month, day, year ): 10/28/2014
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>RFP 9-6</u>	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Statewide credit card services.

38. Justification of vendor selection and determination of price reasonableness:  
Pricing/fees confirmed via analysis of current agency contracts for services.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Michael Deppner</i>	41. Date Approved 8/26/10
44. Attorney General's Office approval <i>SAW</i>	45. Date Approved 9-15-10

**AGENCY INFORMATION**

14. Name of agency: Department of Administration	15. Requisition Number:
---	-------------------------

16. Address: Indiana Dept of Administration  
Contract Management  
402 W WASHINGTON ST RM W479  
INDIANAPOLIS, IN 46204

**AGENCY CONTACT INFORMATION**

17. Name: LOTTIE HOOYER	18. Telephone #: 234-0067
----------------------------	------------------------------

19. E-mail address:  
lohooyer@idoa.in.gov

**COURIER INFORMATION**

20. Name: Amey Redding	21. Telephone #: 232-6870
---------------------------	------------------------------

22. E-mail address:  
aredding@idoa.in.gov

**VENDOR INFORMATION**

23. Vendor ID # 0000262019

24. Name: METAVANTE CORP	25. Telephone #: 615-665-6757
-----------------------------	----------------------------------

26. Address: PO BOX 88310  
MILWAUKEE, WI 53288

27. E-mail address: dstephenson@link2gov.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)  Yes  No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: _____ %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: _____ %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: <u>4.2</u> %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: <u>4.2</u> %

33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

AUG 30 2010

RECEIVED

SEP 14 2010

OAG-ADVISORY

42. Budget agency approval <i>Jack A. Wyszynski</i>	43. Date Approved 9-10-10
46. Agency representative receiving from AG	47. Date Approved



IOT

**AMENDMENT # 2**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana Clerk of Courts" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

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**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**Non-Collusion and Acceptance**

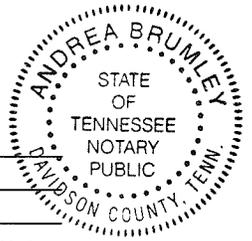
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: Holly Huggins  
Printed Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

Attested By: [Signature]  
5/20/10



**Indiana Office of Technology**

By: [Signature] for  
Brian Arrowood, Chief Information Officer  
Date: 8-Sep-2010

**Department of Administration**

[Signature] for)  
Robert D. Wynkoop, Commissioner  
Indiana Dept. of Administration  
8/26/10

**State Budget Agency**

[Signature] (for)  
C Adam Horst, Director  
Date: 9-10-10

**APPROVED as to Form and Legality:  
Office of the Attorney General**

[Signature] (for)  
Gregory F. Zoeller, Attorney General  
Date: 9-15-10

# Virtual Terminal

Agency Participation Agreement  
for  
Indiana Clerk of the Courts



Presented by:

**David Stephenson**  
**FIS/Metavante Corporation**

**April 28, 2010**

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Fees and Expenses: .....	5
Payment Terms:.....	7
Expiration:.....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Statement of Work to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**615-310-0336 cell**  
**david.stephenson@fisglobal.com**

**Exhibit A**  
**Agency Participation Agreement Dated April 21, 2010**  
**to**  
**Professional Services Agreement**  
**between**  
**FIS/Metavante Corporation**  
**and**  
**the Indiana Clerk of the Courts**

**Description of Project:**

The Indiana Clerk of the Courts desires virtual terminal set ups in two locations, each of which will require a periphery PINPad/Swipe device. These will be used for face-to-face payments, mailed in payments, and called in payments.

The following items are required to be offered via the dropdown menu:

- Copies
- Faxes
- Certificates of Good Standing
- Replacement of Attorney Card
- Returned Check Fee
- CD containing Roll of Attorneys database
- Email of documents under twenty pages
- Email of documents twenty to fifty pages
- CD containing documents under 50 pages
- CD containing documents fifty to 80 pages
- CD containing documents eighty to 120 pages
- CD containing documents over 120 pages
- Miscellaneous

The desired go live date is no later than May 31, 2010.

**Products/Services to be Rendered:**

*How will we solve it. For example:*

1. Virtual Terminal (with periphery PINPad/Swipe).
2. Standard web based reporting.
3. Merchant activity files, generated nightly.

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Certification to the API is provided at no cost per the contract with the State.

- The proposed solution for DOR will be completely convenience fee funded. The convenience fee is 2.25%.
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana Clerk of the Courts**

**Reseller/Billing Address: State House Room 216, 200 W. Washington St.**

**Reseller/Billing City, State, Zip: Indianapolis, IN 46204**

**Reseller/Billing Mailing Address: State House Room 216, 200 W. Washington St.**

**Reseller/Billing City, State, Zip: Indianapolis, IN 46204**

**Reseller/Billing average ticket: ≈ \$10.00**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions VISA OMITTED FROM PAYMENT TYPES**

IPCT (Merchant/Agency funded)

Service fee funded 2.25%

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded)

Service fee funded 2.25%

**E-check**

IPCT (Merchant/Agency funded)

Service fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

**METAVANTE CORPORATION**

**IN CLERK OF THE COURTS**

By: Sally Huggins  
Name: SALLY HUGGINS  
Title: VP + GEN MGR  
Date: 5/20/10

By: Kevin S. Smith  
Name: Kevin S. Smith  
Title: Clerk of Courts  
Date: 4/30/2010

By: Lothe Hooyer  
Name: Lothe Hooyer  
Title: Contract Manager  
Date: 8/26/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-6		2. Date prepared: 9/23/2010	
<b>3. CONTRACTS &amp; LEASES</b>			
___ Professional/Personal Services		___ Contract for procured Services	
___ Grant		___ Maintenance	
___ Lease		___ License Agreement	
___ Attorney		<input checked="" type="checkbox"/> Amendment# <u>3</u>	
___ MOU		___ Renewal # _____	
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>		___ Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number:		5. Account Name:	
6. Total amount this action: \$0.00		7. New contract total: \$0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/28/2009		12. To ( month, day, year ): 10/28/2014	
13. Method of source selection:			
___ Bid/Quotation		___ Emergency	
___ RFP# <u>RFP 9-6</u>		___ Negotiated	
<input checked="" type="checkbox"/> Other (specify) _____		___ Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-22			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Statewide credit card services.			
38. Justification of vendor selection and determination of price reasonableness: Pricing/fees confirmed via analysis of current agency contracts for services.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
42. Budget agency approval		43. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	



### **AMENDMENT # 3**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana War Memorials Commission" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**Non-Collusion and Acceptance**

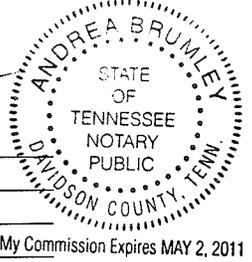
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: *Sally Huggins*  
Printed Name: HALLY HUGGINS  
Title: VP + GEN MGR  
Date: 5/20/10

Attested By: *[Signature]*  
5/20/10



**Indiana Office of Technology**

By: *[Signature]*  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

*[Signature]*  
Robert D. Wynkoop, Commissioner (for)  
Indiana Dept. of Administration  
Date: 8-1-10

**State Budget Agency**

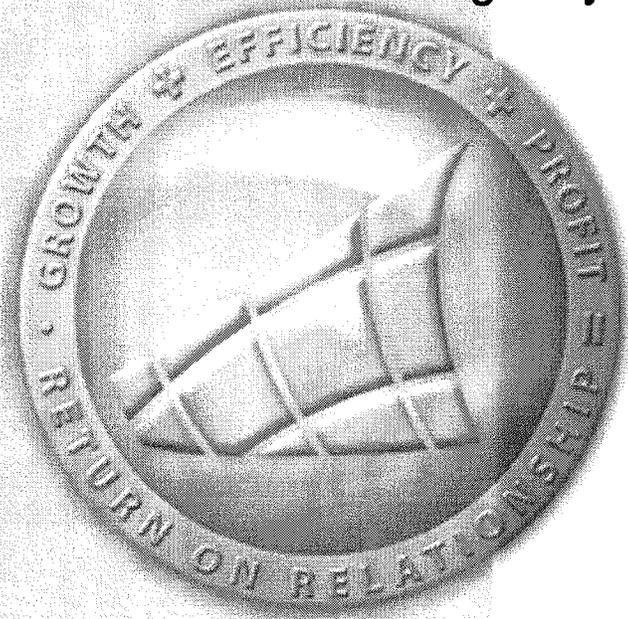
*[Signature]* (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/28/10

**APPROVED as to Form and Legality:  
Office of the Attorney General**

*[Signature]* (for)  
Gregory F. Zoeller, Attorney General  
Date: November 1, 2010

# POS Devices

## Agency Participation Agreement for Indiana War Memorial



Presented by:

**David Stephenson**  
**Metavante Corporation**

**May 21, 2010**

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Fees and Expenses: .....	4
Payment Terms:.....	7
Expiration: .....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**[dstephenson@link2gov.com](mailto:dstephenson@link2gov.com)**

## **Exhibit A**

**Agency Participation Agreement Dated April 18, 2010**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana War Memorial**

### **Description of Project:**

The Indiana War Memorial has the need for a POS terminal. The terminal will require a peripheral pin pad swipe device, it will need to be wireless, and will be used for purchases from gift shop. There is a need for two line items on the terminal—one for Gift Shop and one for miscellaneous.

The desired go live date is no later than May 31, 2010.

### **Products/Services to be Rendered:**

*How will we solve it. For example:*

1. **Terminal.** Will allow for purchases of books at bookstore/gift shop and at special events.
2. **Standard web based reporting.**
3. **Merchant activity files, generated nightly.**

### **Personnel:**

### **Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana War Memorial**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Convenience fee funded

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice the Indiana War Memorial upon project completion monthly for merchant fees.

The Indiana War Memorial will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA WAR MEMORIAL**

By: Holly Huggins  
Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

By: Edward Jay Hickey  
Name: Edward Jay Hickey  
Title: Physical Plant Director  
Date: 6/24/2010

By: Jettie Hooyer  
Name: Jettie Hooyer  
Title: Contract Manager  
Date: 8/30/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-6		2. Date prepared: 9/23/2010	
<b>3. CONTRACTS &amp; LEASES</b>			
___ Professional/Personal Services		___ Contract for procured Services	
___ Grant		___ Maintenance	
___ Lease		___ License Agreement	
___ Attorney		<input checked="" type="checkbox"/> Amendment# <u>4</u>	
___ MOU		___ Renewal # _____	
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>		___ Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number:		5. Account Name:	
6. Total amount this action: \$0.00		7. New contract total: \$0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/28/2009		12. To ( month, day, year ): 10/28/2014	
13. Method of source selection:			
___ Bid/Quotation		___ Emergency	
___ RFP# <u>RFP 9-6</u>		___ Negotiated	
<input checked="" type="checkbox"/> Other (specify) _____		___ Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-22			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Statewide credit card services.			
38. Justification of vendor selection and determination of price reasonableness: Pricing/fees confirmed via analysis of current agency contracts for services.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	42. Budget agency approval
44. Attorney General's Office approval		45. Date Approved	46. Agency representative receiving from AG
<b>AGENCY INFORMATION</b>			
14. Name of agency: Department of Administration		15. Requisition Number:	
16. Address: Indiana Dept of Administration Contract Management 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204			
<b>AGENCY CONTACT INFORMATION</b>			
17. Name: LOTTIE HOOYER		18. Telephone #: 234-0067	
19. E-mail address: lhooyer@idoa.in.gov			
<b>COURIER INFORMATION</b>			
20. Name: Amey Redding		21. Telephone #: 232-6870	
22. E-mail address: aredding@idoa.in.gov			
<b>VENDOR INFORMATION</b>			
23. Vendor ID # 0000262019			
24. Name: METAVANTE CORP		25. Telephone #: 615-665-6757	
26. Address: PO BOX 88310 MILWAUKEE, WI 53288			
27. E-mail address: dstephenson@link2gov.com			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes ___ No			
29. Primary Vendor: M/WBE		30. If yes, list the %:	
Minority: ___ Yes <input checked="" type="checkbox"/> No		Minority: _____ %	
Women: ___ Yes <input checked="" type="checkbox"/> No		Women: _____ %	
31 Sub Vendor: M/WBE		32. If yes, list the %:	
Minority: <input checked="" type="checkbox"/> Yes ___ No		Minority: <u>4.2</u> %	
Women: <input checked="" type="checkbox"/> Yes ___ No		Women: <u>4.2</u> %	
33. Is there Renewal Language in the document?		34. Is there a "Termination for Convenience" clause in the document?	
___ Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes ___ No	



#### **AMENDMENT # 4**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work, Executed on Behalf of Metavante Payment Solutions Group and the Indiana Industry Division - Pen Products" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: Shelly Huggins  
Printed Name: Shelly Huggins  
Title: VP & GEN MGR  
Date: 5/20/10

Attested By: [Signature]  
5/20/10



**Indiana Office of Technology**

By: [Signature] for  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

**Department of Administration**

[Signature] (for)  
Robert D. Wynkoop, Commissioner  
Indiana Dept. of Administration

**State Budget Agency**

[Signature] (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/28/10

**APPROVED as to Form and Legality:  
Office of the Attorney General**

[Signature] (for)  
Gregory F. Zoeller, Attorney General  
Date: March 4 2010

# Agency Participation Agreement for Indiana Penitentiary Products



Presented by:

**John Sneed**  
**Metavante Corporation**

**August 25, 2010**

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Fees and Expenses: .....	4
Payment Terms: .....	7
Expiration: .....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**John Sneed**  
**Relationship manager**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6756**  
**[jsneed@link2gov.com](mailto:jsneed@link2gov.com)**

**Exhibit A**  
**Agency Participation Agreement Dated August 25, 2010**  
**to**  
**Professional Services Agreement**  
**between**  
**Metavante Corporation**  
**and**  
**the Indiana Penitentiary Products (PEN Products)**

**Description of Project:**

The Indiana PEN Products has the need for credit card processing services at two locations—one at the Indianapolis Office and one at the Correctional Training Institute (CTI) in Newcastle, Indiana. Metavante will provide a single aggregate daily settlement with web based reporting that will provide transaction level detail by location to reconcile to the daily settlement file.

**Products/Services to be Rendered:**

1. Indianapolis Office
  - a. Virtual Terminal with no external pin pad
2. New Castle (CTI)
  - a. MultiPay POS – Cashier
  - b. Virtual Terminal with external pin pad - Office
3. Standard web based reporting.
4. Merchant activity files, generated nightly.

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for the Indiana PEN Products will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana Penitentiary Products**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Convenience fee funded

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions PIN-debit**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representations 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice the Indiana Penitentiary Products upon project completion monthly for merchant fees.

The Indiana Penitentiary Products will provide Metavante with payment for these fees and expenses within thirty (35) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA PENITENTIARY PRODUCTS**

By: *Jelly Higgins*  
Name: *HOLLY HIGGINS*  
Title: *VP & GEN MGR*  
Date: *8/24/10*

By: *Michael M. Hanna*  
Name: *Michael M. Hanna*  
Title: *Director*  
Date: *9/17/10*

By: *J. Lott*  
Name: *J. Lott*  
Title: *Contract Manager*  
Date: *9/22/10*

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: John Sneed  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757

# Agency Participation Agreement for Indiana Penitentiary Products



Presented by:

**John Sneed**  
**Metavante Corporation**

**August 25, 2010**

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Fees and Expenses: .....	4
Payment Terms:.....	7
Expiration: .....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**John Sneed**  
**Relationship manager**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6756**  
**[jsneed@link2gov.com](mailto:jsneed@link2gov.com)**

**Exhibit A**

**Agency Participation Agreement Dated August 25, 2010**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana Penitentiary Products (PEN Products)**

**Description of Project:**

The Indiana PEN Products has the need for credit card processing services at two locations—one at the Indianapolis Office and one at the Correctional Training Institute (CTI) in Newcastle, Indiana. Metavante will provide a single aggregate daily settlement with web based reporting that will provide transaction level detail by location to reconcile to the daily settlement file.

**Products/Services to be Rendered:**

1. Indianapolis Office
  - a. Virtual Terminal with no external pin pad
2. New Castle (CTI)
  - a. MultiPay POS – Cashier
  - b. Virtual Terminal with external pin pad - Office
3. Standard web based reporting.
4. Merchant activity files, generated nightly.

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for the Indiana PEN Products will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana Penitentiary Products**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Convenience fee funded

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions PIN-debit**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representations 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice the Indiana Penitentiary Products upon project completion monthly for merchant fees.

The Indiana Penitentiary Products will provide Metavante with payment for these fees and expenses within thirty (35) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA PENITENTIARY PRODUCTS**

By: *Haley Huggins*  
Name: *Shelby REGINALS*  
Title: *VP & GEN MGR*  
Date: *8/24/10*

By: *Michael M. Harrison*  
Name: *Michael M Harrison*  
Title: *Director*  
Date: *9/17/10*

By: *Jill Hoyer*  
Name: *Lottie Hoyer*  
Title: *Contract Mgr.*  
Date: *9/22/10*

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: John Sneed  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-6	2. Date prepared: 9/23/2010
---------------------------------	--------------------------------

**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>6</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year :	
Year _____ \$ _____	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 10/28/2009	12. To ( month, day, year ): 10/28/2014
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>RFP 9-6</u>	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Statewide credit card services.

38. Justification of vendor selection and determination of price reasonableness:  
Pricing/fees confirmed via analysis of current agency contracts for services.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



AGENCY INFORMATION	
14. Name of agency: Department of Administration	15. Requisition Number:
16. Address: Indiana Dept of Administration Contract Management 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: LOTTIE HOOYER	18. Telephone #: 234-0067
19. E-mail address: lhooyer@idoa.in.gov	

COURIER INFORMATION	
20. Name: Amey Redding	21. Telephone #: 232-6870
22. E-mail address: aredding@idoa.in.gov	

VENDOR INFORMATION	
23 Vendor ID # 0000262019	
24. Name: METAVANTE CORP	25. Telephone #: 615-665-6757
26. Address: PO BOX 88310 MILWAUKEE, WI 53288	
27. E-mail address: dstephenson@link2gov.com	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)  Yes  No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: <u>4.2</u> %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: <u>4.2</u> %

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

## AMENDMENT #6

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana Secretary of State" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

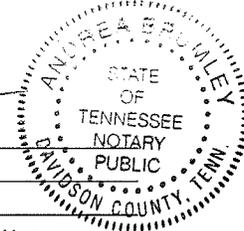
### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

#### Metavante Payment Solutions Group:

By: Holly Huggins  
Printed Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

Attested By: [Signature]  
5/20/10  
  
My Commission Expires MAY 2, 2011

#### Indiana Office of Technology

By: [Signature] for  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

D [Signature]  
Robert D. Wynkoop, Commissioner (or)  
Indiana Dept. of Administration  
Date: 8/26/10

#### State Budget Agency

[Signature] (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/20/10

#### APPROVED as to Form and Legality: Office of the Attorney General

[Signature] (for)  
Gregory F. Zoeller, Attorney General  
Date: 11/1/10

**Payment Terms:**

Metavante will invoice the Secretary of State upon project completion monthly for merchant fees.

The Secretary of State will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA SECRETARY OF STATE**

By: Holly Huggins  
Name: HOLLY HUGGINS  
Title: VP + GEN MGR  
Date: 5/21/10

By: Marisa Smith  
Name: Marisa Smith  
Title: Director of Operations  
Date: 6/24/10

By: Johanna Hoover  
Name: Johanna Hoover  
Title: Contract Manager  
Date: 8/24/10

Please fax or mail a signed copy of this **entire** Statement of Work to:  
  
Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757

copy

# POS Devices

Agency Participation Agreement  
for  
Indiana Secretary of State



Presented by:

**David Stephenson**  
**Metavante Corporation**

**May 21, 2010**

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**[dstephenson@link2gov.com](mailto:dstephenson@link2gov.com)**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Payment Terms:**

Metavante will invoice the Secretary of State upon project completion monthly for merchant fees.

The Secretary of State will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA SECRETARY OF STATE**

By: Holly Huggins  
Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/21/10

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-6		2. Date prepared: 9/23/2010	
<b>3. CONTRACTS &amp; LEASES</b>			
___ Professional/Personal Services		___ Contract for procured Services	
___ Grant		___ Maintenance	
___ Lease		___ License Agreement	
___ Attorney		<input checked="" type="checkbox"/> Amendment# <u>7</u>	
___ MOU		___ Renewal # _____	
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>		___ Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number:		5. Account Name:	
6. Total amount this action: \$0.00		7. New contract total: \$0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/28/2009		12. To ( month, day, year ): 10/28/2014	
13. Method of source selection:			
___ Bid/Quotation		___ Emergency	
___ RFP# <u>RFP 9-6</u>		___ Negotiated	
<input checked="" type="checkbox"/> Other (specify) _____		___ Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-22			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Statewide credit card services.			
38. Justification of vendor selection and determination of price reasonableness: Pricing/fees confirmed via analysis of current agency contracts for services.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	42. Budget agency approval
44. Attorney General's Office approval		45. Date Approved	46. Agency representative receiving from AG
43. Date Approved			
47. Date Approved			



## **AMENDMENT # 7**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana Public Defender Council" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

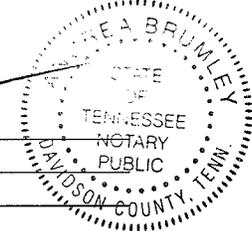
**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: *Shelly Huggins*  
Printed Name: Holly Huggins  
Title: VP + GEN MGR  
Date: 5/20/10

Attested By: *[Signature]*  
5/20/10  
  
My Commission Expires MAY 2, 2011

**Indiana Office of Technology**

By: *Brian Arrowood* for  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

*[Signature]*  
Robert D. Wynkoop, Commissioner (for)  
Indiana Dept. of Administration  
Date: 8/26/10

**State Budget Agency**

*[Signature]* (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/28/10

**APPROVED as to Form and Legality:**  
**Office of the Attorney General**  
*[Signature]* (for)  
Gregory F. Zoeller, Attorney General  
Date: 11/1/10

Copy

# POS

## Agency Participation Agreement for Indiana Public Defender



Presented by:

**David Stephenson**  
**FIS/Metavante Corporation**

**April 29, 2010**

## Contact Information

Please address any questions regarding this Statement of Work to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**615-310-0336 cell**  
**[david.stephenson@fisglobal.com](mailto:david.stephenson@fisglobal.com)**

**Reseller/Billing Name: Indiana Public Defender C**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Payment Terms:**

Metavante will invoice the Public Defender's Office upon project completion monthly for merchant fees.

The Public Defender's Office will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**IN PUBLIC DEFENDERS C**

By: Holly Huggins  
Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757

# POS

## Agency Participation Agreement for Indiana Public Defender



Presented by:

**David Stephenson**  
**FIS/Metavante Corporation**

**April 29, 2010**

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        Payment Terms: ..... 7

        Expiration: ..... **Error! Bookmark not defined.**

## Contact Information

Please address any questions regarding this Statement of Work to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**615-310-0336 cell**  
**[david.stephenson@fisglobal.com](mailto:david.stephenson@fisglobal.com)**

## **Exhibit A**

**Agency Participation Agreement Dated April 29, 2010**

**to**

**Professional Services Agreement**

**between**

**FIS/Metavante Corporation**

**and**

**the Indiana Public Defender C**

### **Description of Project:**

The Indiana Public Defender C desires a virtual terminal setup.. These will be used for conference registration and publication sales. This will be entirely agency funded.

The following items are required to be offered via the dropdown menu:

1. Workshop Registration
2. Publications
3. Miscellaneous

### **Products/Services to be Rendered:**

*How will we solve it. For example:*

1. Virtual Terminal
2. Standard web based reporting.
3. Merchant activity files, generated nightly.

### **Personnel:**

### **Project Fees, Processing Information and Expenses:**

Certification to the API is provided at no cost per the contract with the State.

- The proposed solution for the Public Defender's Office will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana Public Defender C**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Service fee funded

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Service fee funded

**E-check**

IPCT (Merchant/Agency funded)

Service fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice the Public Defender's Office upon project completion monthly for merchant fees.

The Public Defender's Office will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**IN PUBLIC DEFENDERS COUNCIL**

By: *Holly Higgins*  
Name: HOLLY HIGGINS  
Title: VP & GEN MGR  
Date: 5/20/10

By: *Larry A. Landis*  
Name: LARRY A. LANDIS  
Title: EXECUTIVE DIRECTOR  
Date: 6-28-10

By: *Dotie Hooyer*  
Name: Dotie Hooyer  
Title: Contract Manager  
Date: 7/1/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-6		2. Date prepared: 9/23/2010	
<b>3. CONTRACTS &amp; LEASES</b>			
___ Professional/Personal Services		___ Contract for procured Services	
___ Grant		___ Maintenance	
___ Lease		___ License Agreement	
___ Attorney		<input checked="" type="checkbox"/> Amendment# <u>8</u>	
___ MOU		___ Renewal # _____	
<input checked="" type="checkbox"/> QPA <u>QPA 11273</u>		___ Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number:		5. Account Name:	
6. Total amount this action: \$0.00		7. New contract total: \$0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
Year _____	\$ _____		
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/28/2009		12. To ( month, day, year ): 10/28/2014	
13. Method of source selection:			
___ Bid/Quotation		___ Emergency	
___ RFP# <u>RFP 9-6</u>		___ Negotiated	
<input checked="" type="checkbox"/> Other (specify) _____		___ Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-22			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Statewide credit card services.			
38. Justification of vendor selection and determination of price reasonableness: Pricing/fees confirmed via analysis of current agency contracts for services.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	42. Budget agency approval
44. Attorney General's Office approval		45. Date Approved	46. Agency representative receiving from AG
<b>AGENCY INFORMATION</b>			
14. Name of agency: Department of Administration		15. Requisition Number:	
16. Address: Indiana Dept of Administration Contract Management 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204			
<b>AGENCY CONTACT INFORMATION</b>			
17. Name: LOTTIE HOOYER		18. Telephone #: 234-0067	
19. E-mail address: lhooyer@idoa.in.gov			
<b>COURIER INFORMATION</b>			
20. Name: Amey Redding		21. Telephone #: 232-6870	
22. E-mail address: aredding@idoa.in.gov			
<b>VENDOR INFORMATION</b>			
23. Vendor ID # 0000262019			
24. Name: METAVANTE CORP		25. Telephone #: 615-665-6757	
26. Address: PO BOX 88310 MILWAUKEE, WI 53288			
27. E-mail address: dstephenson@link2gov.com			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes ___ No			
29. Primary Vendor: M/WBE		30. If yes, list the %:	
Minority: ___ Yes <input checked="" type="checkbox"/> No		Minority: _____ %	
Women: ___ Yes <input checked="" type="checkbox"/> No		Women: _____ %	
31 Sub Vendor: M/WBE		32. If yes, list the %:	
Minority: <input checked="" type="checkbox"/> Yes ___ No		Minority: <u>4.2</u> %	
Women: <input checked="" type="checkbox"/> Yes ___ No		Women: <u>4.2</u> %	
33. Is there Renewal Language in the document?		34. Is there a "Termination for Convenience" clause in the document?	
___ Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes ___ No	



## **AMENDMENT # 8**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana Department of Natural Resources" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**Non-Collusion and Acceptance**

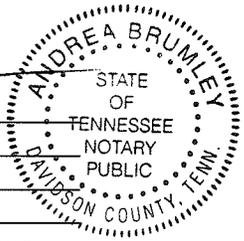
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: Holly Huggins  
Printed Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 7/20/2010

Attested By: [Signature]  
July 20, 2010



**Indiana Office of Technology**

By: [Signature]  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

**Department of Administration**  
[Signature] (for)  
Robert D. Wynkoop, Commissioner  
Date: 8-1-10

**State Budget Agency**

[Signature] (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/28/10

**APPROVED as to Form and Legality:**  
**Office of the Attorney General**  
[Signature] (for)  
Gregory F. Zoeller, Attorney General  
Date: 11/1/10

# API, Modified Two Page, 5 Page

## Agency Participation Agreement for Indiana Department of Natural Resources



Presented by:

**David Stephenson**  
**Metavante Corporation**

**December 2<sup>nd</sup>, 2009**

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Fees and Expenses:.....	5
Payment Terms:.....	7
Expiration:.....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Statement of Work to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**[dstephenson@link2gov.com](mailto:dstephenson@link2gov.com)**

## **Exhibit A**

**Agency Participation Agreement Dated November 8, 2009**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana Department of Natural Resources**

### **Description of Project:**

The Indiana Department of Natural Resources has various payment processing needs. These include, but are not limited to:

- API for their Shift 4 Room Master Reservation System
  - DNR State Lodges
  - Golf Courses
- API for the State's IVR Reservation System
- API for State Parking Camping CRS through Active Network
- Replacement of Tranz 380's at 155 State Parks. 1/3 of these are on IP connections, the remaining 2/3 are dial.
- Modified 2 page for the SARS System (Snow and Off Road Registration System/SkipJack. Will need swipe/PIN pad

### **Products/Services to be Rendered:**

*How will we solve it. For example:*

1. **API** The DNR will utilize the API for their present reservation systems (Room Master, IVR, CRS via Active Network).
2. **POS Devices at 155 State Parks – replacement of terminals. 1/3 are IP, 2/3 are dial.**
3. **Modified 2 page for SARS system—will use in conjunction with Swipe/Pin Pad for face to face transactions.**
4. **Standard web based reporting.**
5. **Merchant activity files, generated nightly.**

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for DNR will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Reseller/Billing Name: Indiana Department of Natural Resources**

**Reseller/Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing Mailing Address: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing average ticket: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

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**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Convenience fee funded

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice DNR upon project completion monthly for merchant fees.

DNR will provide Metavante with payment for these fees and expenses within thirty five (35) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**IN DEPARTMENT OF NATURAL  
RESOURCES**

By: Holly Higgins  
Name: HOLLY HIGGINS  
Title: VP & GEN MGR  
Date: 8/17/10

By: [Signature]  
Name: Jon Vanator  
Title: Deputy Director  
Date: 8/25/10

By: [Signature]  
Name: Lottie Hooper  
Title: Contract Manager  
Date: 8/30/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R/10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

4983

1. EDS Number: P22-0-RFP-9-6	2. Date prepared: 10/19/2010
---------------------------------	---------------------------------

**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 9
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input checked="" type="checkbox"/> QPA QPA 11273	<input type="checkbox"/> Other

**FISCAL INFORMATION**

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year _____ \$ _____	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 10/28/2009	12. To (month, day, year): 10/28/2014
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> RFP# RFP 9-6 <input type="checkbox"/> Other (specify) <input type="checkbox"/> Special Procurement	

AGENCY INFORMATION	
14. Name of agency: Department of Administration	15. Requisition Number:
16. Address: Indiana Dept of Administration Contract Management 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: LOTTIE HOOYER	18. Telephone #: 234-0067
19. E-mail address: lohooyer@idoa.in.gov	

COURIER INFORMATION	
20. Name: Amey Redding	21. Telephone #: 232-6870
22. E-mail address: aredding@idoa.in.gov	

VENDOR INFORMATION	
23 Vendor ID # 0000262019	
24. Name: METAVANTE CORP	25. Telephone #: 615-665-6757
26. Address: PO BOX 88310 MILWAUKEE, WI 53288	

27. E-mail address: dstephenson@link2gov.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31 Sub Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	32. If yes, list the %: Minority: 4.2 % Women: 4.2 %
33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Statewide credit card services.

38. Justification of vendor selection and determination of price reasonableness:  
Pricing fees confirmed via analysis of current agency contracts for services.

OCT 21 2010

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Michael Deane</i>	41. Date Approved 10/19/10	42. Budget agency approval <i>Jack A. Myrath</i>	43. Date Approved 10/28/10
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 11/1/10	46. Agency representative receiving from AG	47. Date Approved



IOT

## **AMENDMENT # 9**

This is an amendment/renewal to the Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and Metavante Payment Solutions Group (the "Contractor") dated November, 2009.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Incorporation of titled document "API, Statement of Work", Executed on Behalf of Metavante Payment Solutions Group and the "Indiana Department of Child Services" into the Professional Services Contract for Credit Card Services.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Metavante Payment Solutions Group:**

By: Holly Huggins  
Printed Name: HOLLY HUGGINS  
Title: VP & GM  
Date: 10-10-10

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indiana Office of Technology**

By: Brian Arrowood for  
Brian Arrowood, Chief Information Officer  
Date: 25-Oct-2010

**Department of Administration**

Robert D. Wynkoop (for)  
Robert D. Wynkoop, Commissioner  
Date: 10/19/10

**State Budget Agency**

Christopher A. Ruhl (for)  
Christopher A. Ruhl, Director  
Director  
Date: 10/28/10

**APPROVED as to Form and Legality:  
Office of the Attorney General**

Gregory F. Zoeller (for)  
Gregory F. Zoeller, Attorney General  
Date: 11/1/10

# 5-Page Web Application and IVR

Agency Participation Agreement  
for  
Indiana Department of Child  
Services



ID00A-pm 2:46SEP 3'10

Presented by:

**David Stephenson**  
**Metavante Corporation**

**August 25, 2010**

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        Expiration: ..... **Error! Bookmark not defined.**

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**[dstephenson@link2gov.com](mailto:dstephenson@link2gov.com)**

## **Exhibit A**

**Agency Participation Agreement Dated June 3, 2010**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana Department of Child Services (DCS)**

### **Description of Project:**

The Indiana Department of Child Services (DCS) has the need for a web site and an IVR to accept child support payments from paying parents across the State.. We will receive a file containing verification information (Name, Case Number and Court Order Number) and then will permit parents to make child support payments using a credit card (MasterCard, American Express, Discover) or PIN-less debit (NYCE, STAR, and Pulse). The application will enable paying parents to make any amount of payment through the service, and parents will be assessed a 2.25% convenience fee. DCS is highly interested in marketing these new services through inserts in outgoing correspondence and other means. DCS desire to have a narrative disclaimer on the website. DCS will provide one file per week to Metavante for verification purposes, and there will be a disclaimer on the site to let paying parents know their name, case number and court order number may not be in the online payment system, as the system is only updated once a week. The IVR will validate off the same file as the web.

DCS would like to initiate work on the project as soon as possible after June 16<sup>th</sup>, and would like the application as soon as possible afterwards, giving no specific desire go live date.

### **Products/Services to be Rendered:**

- 1. Five Page Web Application:** Will enable child support payers to go online and make child support payments.
- 2. IVR:** Will enable child support payers to make child support payments over a touchtone telephone.
- 3. Standard web based reporting.**
- 4. Merchant activity files, generated nightly.**

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for DCS will be convenience fee funded with a convenience fee of 2.25%.
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Billing Name: Indiana Department of Child Services**

**Billing Address: 132 E Washington Street**

**Billing City, State, Zip: Indianapolis, IN 46204**

**Billing Mailing Address: Same**

**Billing City, State, Zip:**

**Billing average ticket: TBD**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded)

Convenience fee funded 2.25% (**MasterCard, American Express, Discover**)

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded)

Convenience fee funded 2.25%

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice DCS upon project completion monthly for any chargebacks and chargeback fees..

DCS will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**IN DEPARTMENT OF CHILD SERVICES**

By: Holly Huggins  
Name: HOLLY HUGGINS  
Title: VP & GEN MGR  
Date: 8/24/10

By: S. Joe Jean  
Name: S. Joe Jean  
Title: DCS-CSB Assistant Deputy Director  
Date: 9.2.2010

By: Jottil Boyer  
Name: Jottil Boyer  
Title: Contract Manager  
Date: 9/8/10

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757

# 5-Page Web Application and IVR

Agency Participation Agreement  
for  
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IDOR-pm 2:46SEP 3'10

Presented by:

**David Stephenson**  
**Metavante Corporation**

**August 25, 2010**

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Expiration:.....	<b>Error! Bookmark not defined.</b>

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**David Stephenson**  
**Vice President of Channel Sales**  
**One Burton Hills Blvd, Suite 300**  
**Nashville, TN 37221**  
**615-665-6757**  
**[dstephenson@link2gov.com](mailto:dstephenson@link2gov.com)**

## **Exhibit A**

**Agency Participation Agreement Dated June 3, 2010**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana Department of Child Services (DCS)**

### **Description of Project:**

The Indiana Department of Child Services (DCS) has the need for a web site and an IVR to accept child support payments from paying parents across the State.. We will receive a file containing verification information (Name, Case Number and Court Order Number) and then will permit parents to make child support payments using a credit card (MasterCard, American Express, Discover) or PIN-less debit (NYCE, STAR, and Pulse). The application will enable paying parents to make any amount of payment through the service, and parents will be assessed a 2.25% convenience fee. DCS is highly interested in marketing these new services through inserts in outgoing correspondence and other means. DCS desire to have a narrative disclaimer on the website. DCS will provide one file per week to Metavante for verification purposes, and there will be a disclaimer on the site to let paying parents know their name, case number and court order number may not be in the online payment system, as the system is only updated once a week. The IVR will validate off the same file as the web.

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### **Products/Services to be Rendered:**

- 1. Five Page Web Application:** Will enable child support payers to go online and make child support payments.
- 2. IVR:** Will enable child support payers to make child support payments over a touchtone telephone.
- 3. Standard web based reporting.**
- 4. Merchant activity files, generated nightly.**

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for DCS will be convenience fee funded with a convenience fee of 2.25%.
- The funds flow for the developed application(s) will be: Link2Gov Settle

**Billing Name: Indiana Department of Child Services**

**Billing Address: 132 E Washington Street**

**Billing City, State, Zip: Indianapolis, IN 46204**

**Billing Mailing Address: Same**

**Billing City, State, Zip:**

**Billing average ticket: TBD**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account #\_ \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded)

Convenience fee funded 2.25% (**MasterCard, American Express, Discover**)

Visa/Mastercard: IPT + process and L2G fees

American Express: IPT + process and L2G fees

Discover: IPT + process and L2G fees

**Debit Card Transactions**

IPCT (Merchant/Agency funded)

Convenience fee funded 2.25%

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representments 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice DCS upon project completion monthly for any chargebacks and chargeback fees..

DCS will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**IN DEPARTMENT OF CHILD SERVICES**

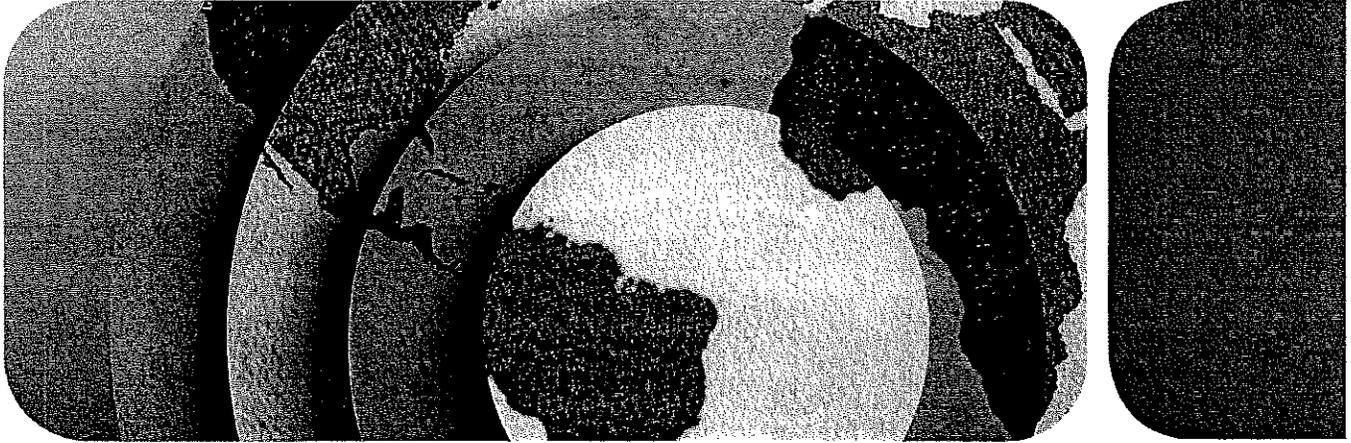
By: *Billy Higgins*  
Name: *Billy Higgins*  
Title: *VP & GEN MGR*  
Date: *8/24/10*

By: *S. Joe Jean*  
Name: *S. Joe Jean*  
Title: *DCS-CAB Assistant Deputy Director*  
Date: *9.2.2010*

By: *David Stephenson*  
Name: *David Stephenson*  
Title: *Contract Mgr*  
Date: *9/8/10*

Please fax or mail a signed copy of this **entire** Statement of Work to:

Metavante Corporation  
Attention: David Stephenson, Vice President of Channel Sales  
One Burton Hills Blvd, Suite 300  
Nashville, TN 37221  
Phone: 615-665-6757



# PayDirect Solutions WEB Application

Agency Participation Agreement  
For Indiana LT Governor's Office



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## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**John Sneed**  
**Sales Executive, Client Management**  
**113 Seaboard Lane, A250**  
**Franklin, TN 37067**  
**615-962-4216**  
**[john.sneed@fisglobal.com](mailto:john.sneed@fisglobal.com)**



**Exhibit A**

**Agency Participation Agreement Dated March 18, 2011**

**to**

**Professional Services Agreement**

**between**

**FIS Global (fka Metavante)**

**and**

**The Indiana LT Governor's Office**

*Description of Project:*

The Lieutenant Governor's Office has a need for a web site payment application to accept payments from members and citizens for the purpose of seminar registration payments, training fees, etc. The LTGO may decide between both a validating and non-validating website. A validating website would enable the LTGO to reconcile payments to a specific member or citizen's internal account, if necessary. This type of validation would require the LTGO to provide FIS with a file containing specific information to be validated. An end user load file (EULF) would be the typical formatted file. In the case of a non-validating website, no such file would be required. In both cases, the LTGO would like users to visit their internal website, decide to make a registration request and payment, and then be linked to the transparent LTGO Paydirect website to make service type requests, payment type requests, and then proceed to the actual payment processing step. All options are to be template driven and via a drop-down type menu. Transaction summary and details will be available on a regular frequency via our standard Merchant Activity File (MAF) and our online Datapoint Reporting System.

Upon review, acceptance, and authorization, of this Agency Participation Agreement (APA), FIS will assign necessary project resources to the LTGO for completion of this project. Additional technical requirements and details may be discussed with the assigned Project Manager upon assignment. This statement of work and APA is intended to be brief in nature, so as to allow for additional discussion of requirements during the actual project phase.

Pricing, terms, and conditions, governing this project's development, implementation, and support, will be per the statewide contract between FIS (fka Metavante Corp) and the State of Indiana.



*Products/Services to be Rendered:*

1. **PayDirect Web Application.**
2. **Standard web based reporting.**
3. **Merchant activity files, generated nightly.**

*Personnel:*

To Be Determined

*Project Fees, Processing Information and Expenses:*

Development and equipment provided per contract at no cost.

- The proposed solution for LTGO will be priced in accordance with the statewide contract (IPT + \$.05 and .05%)
- The funds flow for the developed application(s) will be: Link2Gov Settle



Agency Participation Agreement



**Billing Name: Indiana Lieutenant Governors Office**

**Billing Address: One North Capitol Ave, Ste. 600**

**Billing City, State, Zip: Indianapolis, IN 46204**

**Billing Mailing Address: One North Capitol Ave, Ste. 600**

**Billing City, State, Zip: Indianapolis, IN 46204**

**Billing average ticket: TBD**

Reseller/Billing:  Invoice  
 Email  
 Regular Mail  
 ACH  
Bank Routing #  
Bank Account # \_\_\_\_\_

---



**Recurring Transaction Fees:**

- Credit Card transactions**
  - iPCT (Merchant/Agency funded)
  - Convenience fee funded 2.25% (MasterCard, American Express, Discover)
    - Visa/Mastercard: IPT + process and L2G fees
    - American Express: IPT + process and L2G fees
    - Discover: IPT + process and L2G fees
- Debit Card Transactions**
  - iPCT (Merchant/Agency funded)
  - Convenience fee funded 2.25%
- E-check**
  - iPCT (Merchant/Agency funded)
  - Convenience fee funded
    - Verification Only
    - Verification and Conversion
    - Guarantee
  - # of representations 1
- Gateway fees**
- ASP fees**
- Hosting/License fees**
- Statement fees ( paper)**
- Reporting fee**
- Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

- Authorization fee**
- ACH (settlement) fee**
- Voice Authorization fee**
- Gateway Maintenance fee**
- Monthly minimum fee**
- Chargeback fee Per contract**
- E-check Verification fee**
- Dial Transaction fee**
- Return e-check fee per Item**
- Transaction Fee**

615.962.4216  
John.sneed@fisglobal.com



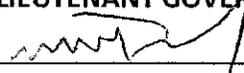
*Payment Terms:*

FIS will invoice LTGO upon project completion monthly for any chargebacks and chargeback fees. LTGO will provide FIS with payment for these fees and expenses within thirty (30) days of receiving FIS's invoice.

**FIS GLOBAL (fka METAVANTE CORP)**

**INDIANA LIEUTENANT GOVERNORS OFFICE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: DAVID TERRELL  
Title: CHIEF of STAFF  
Date: 3/25/11

Please fax, scan and email, or mail, a signed copy of this *entire* Statement of Work to:

FIS PayDirect Solutions  
Attention: John Sneed, Sales Executive, Client Management  
113 Seaboard Lane, A250  
Franklin, TN 37067  
Phone: 615-962-4216

# Agency Participation Agreement for Indiana Historical Bureau



Presented by:

**Tom Graceffa**  
**Metavante Corporation/ FIS**

**July 25, 2012**

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Payment Terms:.....	6

## Contact Information

Please address any questions regarding this Agency Participation Agreement to:

**Tom Graceffa**  
**Relationship Manager**  
**113 Seaboard Lane, Ste. A-250**  
**Franklin, TN 37067**  
**615-665-6774**  
**[tgraceffa@fisgov.com](mailto:tgraceffa@fisgov.com)**

## **Exhibit A**

**Agency Participation Agreement Dated July 25, 2012**

**to**

**Professional Services Agreement**

**between**

**Metavante Corporation**

**and**

**the Indiana Historical Bureau (IHB)**

### **Description of Project:**

The Indiana Historical Bureau has a need for credit card processing services for Point of Sale. The Point of Sale payment process will consist of both physical terminals (VeriFone hardware) and virtual terminal (Metavante Web based Virtual Terminal).

The Point of Sale application will consist of VeriFone terminal being provided for face to face card transactions within the IHB location. The terminal will have MultiPay software installed within the device and be configurable for internet communication channel with dial also available. In addition, IHB may utilize a VeriFone wireless terminal for mobile sales using a data plan. An alternative mobile Point of Sale application to be provided is the Metavante PayDirect Virtual Terminal. The PD VT is a web based application that is installed on a laptop and includes optional swipe device for card processing. The PD VT also allows for manual card data entry to complete a transaction. This application is available as long as internet access is available on the laptop utilized at a given location.

The Metavante DataPoint reporting tool will be used for transaction and settlement reporting. Metavante will provide a single aggregate daily settlement with DataPoint reporting that will provide transaction level detail for web and Point of Sale to reconcile to the daily settlement file.

### **Products/Services to be Rendered:**

1. IHB
  - a. Virtual Terminal with swipe wedge (Mobile POS)
  - b. Wireless POS (optional Mobile POS)
  - c. MultiPay POS – Cashier (In Store POS)
2. Standard web based reporting.

**Personnel:**

**Project Fees, Processing Information and Expenses:**

Development and equipment provided per contract at no cost.

- The proposed solution for the Indiana Historical Bureau will be completely agency funded. The agency funded rate is IPT plus 0.05% plus \$0.05
- The funds flow for the developed application(s) will be: Metavante Settle

**Billing Name: Indiana Historical Bureau**

**Billing Address: TO BE PROVIDED BY DEPARTMENT**

**Billing City, State, Zip: TO BE PROVIDED BY DEPARTMENT**

**Reseller/Billing:**  Invoice

Email

Regular Mail

ACH

Bank Routing # \_\_\_\_\_

Bank Account # \_\_\_\_\_

---

**Recurring Transaction Fees:**

**Credit Card transactions**

IPCT (Merchant/Agency funded) 0.05% + \$0.05

Convenience fee funded

Visa/Mastercard: IPT + process and Metavante fees

American Express: IPT + process and Metavante fees

Discover: IPT + process and Metavante fees

**Debit Card Transactions PIN-debit**

IPCT (Merchant/Agency funded) Pass Through plus 0.05% plus \$0.05

Convenience fee funded

**E-check**

IPCT (Merchant/Agency funded)

Convenience fee funded

Verification Only

Verification and Conversion

Guarantee

# of representations 1

**Gateway fees**

**ASP fees**

**Hosting/License fees**

**Statement fees ( paper)**

**Reporting fee**

**Back end Processor authorization fee for rejected transaction**

**Ancillary Fees:**

**Authorization fee**

**ACH (settlement) fee**

**Voice Authorization fee**

**Gateway Maintenance fee**

**Monthly minimum fee**

**Chargeback fee Per contract \$7.50 per**

**E-check Verification fee**

**Dial Transaction fee**

**Return e-check fee per Item**

**Transaction Fee**

**Payment Terms:**

Metavante will invoice the Indiana Historical Bureau upon project completion monthly for merchant fees.

The Indiana Historical Bureau will provide Metavante with payment for these fees and expenses within thirty (30) days of receiving Metavante's invoice.

**METAVANTE CORPORATION**

**INDIANA HISTORICAL BUREAU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *Pamela J. Bennett*  
Name: PAMELA J. BENNETT  
Title: DIRECTOR  
Date: 6/14/2012

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please fax or mail a signed copy of this **entire** Statement of Work to:

FIS  
Attention: Tom Graceffa  
113 Seaboard Lane, Ste. A-250  
Franklin, TN 37067  
Fax: 615.665.6762