

ATTACHMENT A

SCOPE OF WORK

SECTION ONE – DEFINITIONS AND ACRONYMS

1.1 Definitions

1. "Agency" means any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, state attorneys, Public Defenders, the Capital Collateral Regional Counsels, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch.
2. "Agency Participant" means any official, officer, commission, board, authority, council, committee, or department of the executive branch of State government. Also includes, but is not limited to, State Attorneys, Public Defenders, the Capital Collateral Regional counsel, the Justice Administrative Commission, the Florida Housing Finance Corporation, the Florida Public Service Commission and the Judicial Branch. This definition includes any "participant or contract participant" except for Local Government participants.
3. "Application" means a shorter form of application program. An application program is a program designed to perform a specific function directly for the user or, in some cases, for another application program. Applications use the services of the computer's operating system and other supporting applications. The formal requests and means of communicating with other programs that an application program uses is called the application program interface (API).
4. "Business Days" means Monday through Friday, inclusive, except for holidays declared and observed by the State or federal government.
5. "Business Hours" means 8 AM to 5 PM on all business day.
6. "Calendar Days" means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.
7. "Charge Card" means a card issued to customers by a store, bank, or other organization, used to charge purchases to an account for later payment.
8. "Confidential Information" means documents and electronic information that is confidential or exempt under section (s.) 119.07 (1), Florida Statutes (F.S.), Article I, Section 24, of the Florida Constitution, or pre-empting federal law.
9. "Contract," unless indicated otherwise, means the contract awarded to Contractor under DFS ITN 11/12-17.
10. "Contract Manager" means, for the Department and Participant Contract Managers further defined below, the person who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. For the Contractor's Contract Manager, means the person who is the primary contact or the Department and Participant Contract Managers.

11. "Contractor" unless indicated otherwise, means a business entity to which a Contract has been awarded by the Department. This may also be referred to as "Provider or Vendor". Terms may be used interchangeably.
12. "Credit Card" means a card having a magnetic strip, issued by a bank or business authorizing the holder to buy goods or services on credit.
13. "Customer" means person or entity that is making a payment for a fee for goods, services and information.
14. "Dashboard" means a method created to pull together information to support managers at any level in an organization and provide the quick overview that decision makers need to monitor the health and opportunities of the business. These can be in electronic format either web-based or other report format. The Dashboard must include the data in the reports that are required at both the Participant level and the consolidated statewide level, on the attached list, including at least the following:
 - (a) Strategic information: focuses on high level measures of performance and forecasts, if applicable, and provides static snapshots of payment card and ACH transaction data (daily, weekly, monthly, and quarterly, etc.) that are not constantly changing or monitored
 - (b) Analytical information: includes more context, comparisons, and history over periods to be set in the Department's Implementation Plan, along with the payment card and ACH transaction data, such as drilling down into the underlying details and system availability.The final elements of each will be developed in the Department's Implementation Plan.

A Dashboard Schedule will be provided by the Department Contract Manager.
15. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.
16. "Debit Card" means a card having a magnetic strip authorizing the holder to buy goods, services, and information used in cash transactions, but which is not a Credit Card.
17. "Deliverable" means all results, items and/or materials representing goods and Services, provided, prepared and delivered or to be delivered to the Department or a Participant in the course of performance under this Contract of the Services by the Contractor. Deliverables shall be more specifically described in definable verifiable detail in the Scope of Work and Participant Implementation Plans.
18. "Department" means the Department of Financial Services (DFS) or Chief Financial Officer (CFO) except where the Department is in the role of Participant. Terms may be used interchangeably.
19. "Department Contract Manager" means The Contract Manager for Treasury's ePayment Services who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. Further, the Contract Manager is to provide oversight to the project management processes as well as quality assurance of the deliverables and work products produced at various stages of the project.

20. "Department's Implementation Plan" means the Department's plan developed by the Department and the Vendor, used to manage the Contract by providing the structure to monitor the elements and deliverables with the Vendor and Participants.
21. "eCheck or ACH" a means of making an electronic payment over the internet using a checking or savings account as the monetary funding vehicle.
22. "ePayment" means a payment made over the internet, Telephone or at the Point of Sale using a Debit Card, Credit Card, Charge Card, ACH, electronic check or EFT.
23. "ePayment Collection Solution" means processing options providing for the collection of electronic payments over the Internet. Options include:
- i. Gateway: A solution for Participants that collect all end-user and payment information on their website and pass payment details to the Vendor for payment processing, authorization and settlement. All end-user and payment information is collected and stored on the Participant's site.
 - ii. Partially Hosted Gateway: A solution for Participants that want to collect end-user information on their site then pass the end-user to the Vendor's site for payment check-out. Additional features allow a participant to choose from a one-time pay or an enrolled payment feature. All payment information is collected and stored on the Vendor's site, with payment details remitted back to the Participant's business system.
 - iii. Fully Hosted Gateway: A solution fully developed for the Participant and hosted by the Vendor redirecting the end-user via a URL from the Participant's Internet site to the Vendor's site. End-user and payment details are collected, processed and stored on the Vendor's site.
24. "Enterprise ePayment Collection Solution" means a Vendor's solution that permits each individual Agency Participant-Level ePayment project/application to collect and store business process details while communicating with the Participant's business system through standardized transmissions sending and receiving Agency data fields and/ or payment details.
25. "Local Government Participant" means a unit of local government, including a municipality, special district, or board of county commissioners or other governing body of a county, a consolidated or metropolitan government, and any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections.
26. "Merchant" used in the context of this solicitation and contract, means any Participant set up to accept card brand payments.
27. "Participant Contract Manager" means The Contract Manager for Participants' ePayment Services who will verify completeness and quality of activities and tools, and provide validation that the resulting work products support the business objectives and goals of the Department. Further, the Contract Manager is to provide oversight to the project management processes as well as quality assurance of the deliverables and work products produced at various stages of the project.

28. "Participant or Contract Participant" means any State Agency, Judicial Branch or Local Government that signs an agreement to participate in the ePayment contract. The Participant is also known as the Merchant.
29. "Participant's Implementation Plan" means the plan used to gather the requirements for the Participant-Level project during implementation.
30. "Participant-Level" means the lowest level unit or section within an Agency Participants Bureau or Division having unique business needs to transact electronic payment business and keep data uniquely segregated.
31. "Participation Agreement" means a merchant level agreement that makes the Participant a party to the ePayment contract.
32. "Payment Card" means a Credit Card, Charge Card, or Debit Card that is accepted by Agency Participants and Local Government Participants for the payment for goods, services, and/or information.
33. "Payment Card Organization Rules" means payment card policies/rules requiring Merchant/user compliance.
34. "State" means the State of Florida.
35. "State Data" means any data or information of or concerning the State, Department or Participants that is provided to or obtained by the Contractor or Contractor personnel in connection with the negotiation and execution of the Contract or the performance of the Contractor's obligations under the Contract, including any such data and information that either (i) is collected or processed by Contractor personnel in the performance of the Contractor's obligations under the Contract, including data processing input and output, performance measurements, asset information, reports, third party service and product Contracts, and the Contractor's charges to the Participants, or (ii) resides in or is accessed through the Participant's operating environment or the Contractor's Service delivery infrastructure; as well as any data and information derived from the foregoing. This may also be referred to as "Data". Terms may be used interchangeably.
36. "Shared Data" means any data or information of or concerning the State or the Department that either is created or generated by Contractor personnel in the performance of the Contractor's obligations under the Contract, including third party service and product contracts in accordance with Payment Card Organization Rules or other applicable requirements.
37. "Vendor" unless indicated otherwise, means a business entity to which a Contract has been awarded by the Department. This may also be referred to as "Provider or Contractor". Terms may be used interchangeably.

1.2 Acronyms

1. "ACH" Automated Clearing House
2. "AOC" Attestation of Compliance
3. "DOR" Florida Department of Revenue
4. "DOT" Florida Department of Transportation
5. "DSS" Data Security Standards
6. "EFT" Electronic Funds Transfer
7. "eCheck" Electronic Check
8. "ePayment" Electronic Payments

9. "F.A.C." Florida Administrative Code
10. "F.S." Florida Statutes
11. "FTP" File Transfer Protocol
12. "HTTPS" Hypertext Transfer Protocol Secure
13. "IPSec" Internet Protocol Security
14. "IVR" Interactive Voice Response
15. "NACHA" National Automated Clearing House Association
16. "NSF" Non-Sufficient Funds
17. "PCI" Payment Card Industry
18. "POS" Point of Sale
19. "SOAP" Simple Object Access Protocol
20. "SSAE" Standards for Attestation Engagements Statement
21. "SSL" Secure Sockets Layer
22. "SSH" Secure Shell
23. "TLS" Transport Layer Security
24. "VPN" Virtual Private Network

SECTION 2: SCOPE OF WORK

2.1 ePayment Collection Solution and Design

1. The Vendor must transition or provide for the implementation of current Participants (Agency Participants and Local Government Participants) into the new contract providing services and ongoing support for any Participant desiring to use this contract.
2. The Vendor must provide Agency Participants and Local Government Participants with ePayment services for ePayment Collection Solutions, POS operations and Merchant services. This shall include a suite of electronic payment options that permit consumers and businesses to conveniently and easily pay for goods and services via the internet, by phone or at the point of sale using a Credit Card, Debit Card, Charge Card or checking/savings account.
3. For Agency Participants, the Vendor shall provide a web-based Enterprise ePayment Collection Solution option. The enterprise solution should standardize transitioned and new ePayment implementations. Within the first 12 months of the Contract the Contractor will survey Agency Participants under the previous contract and provide the Department a proposed enterprise solution option that enables each Agency at its individual Participant-Level to collect and store business process data while communicating with and updating the Participant's business system through standardized transmissions. As the solution must be capable of capturing all the requirements specified in this Scope of Work, the solution must detail any functional equivalents being offered in place of requirements that cannot be provided in the manner described within this Scope of Work.
4. The Vendor shall provide additional ePayment Collection Solution options, if it is determined, by the Department, that an Agency Participant is unable to transition to an enterprise solution.

5. The Vendor shall work independently with Local Government Participants in selecting the best ePayment services provided in this contract to meet their business needs.
6. The Vendor will facilitate the following business processes for the Department of Revenue:
 - a) The Department of Revenue (DOR) receives approximately 38 billion dollars in total tax revenue annually for 57 tax revenue sources. The DOR offers an array of options for its customers to pay including the Internet, an IVR, gateways (IRS' Modernized e-File Program) and through commercial software vendors and transmitters. The Vendor must provide a solution(s) chosen by the Participant to include the following solution-specific requirements:
 - i. Creating a single end of day file per solution containing all transactions (ACH and debit/credit card) received via all options utilized by the DOR.
 - ii. Providing the DOR with a copy of the NACHA formatted file sent daily to the ACH network;
 - iii. Accepting and initiating widely used standard entry class codes (SEC) such as CCD, PPD, TEL, WEB.
 - iv. Accepting and initiating a zero dollar transaction with remittance data (not a pre-notification);
 - v. Accepting transactions from bank accounts stored in the "negative database";
 - vi. Providing the DOR and its customers the ability to cancel a previously scheduled payment;
 - vii. Providing the DOR and its customers the ability to inquire about a previously scheduled payment via an API request and response;
 - viii. Accepting data file containing user/customer information which may be used for account validation on fully hosted payment solutions; and
 - ix. In addition, the DOR contracts with a third party vendor who hosts many of the DOR's payment applications. This third party vendor collects payment transactions throughout the day and sends batch files containing ACH instructions as well as pertinent customer information. Vendor requirements specific to this process are as follows:
 - (1) Receiving multiple batch files at the end of each business day. On a peak day (1-2 times per month), a file may contain 35 - 40 thousand individual transactions. Each file contains multiple batches. Each batch contains transactions expected for a specific effective date (scheduled).
 - (2) Completing acceptance of transactions received via batch files prior to beginning the end of day process to capture any transactions that have effective dates for the next day. Batch files are sent from 5pm ET to 8pm ET.

- (3) Sending an acknowledgment for each batch file. Each acknowledgment must contain the number of accepted transactions, total dollar amount of accepted transactions and list any rejected transactions individually with the reason for rejection.
 - (4) Accommodating DOR's holiday schedule for processing transactions which may differ from the holiday schedule observed by the Federal Reserve.
 - (5) Converting effective dates in batch files to applicable processing dates to ensure transactions are sent through the ACH network to accommodate expected effective dates.
- b) The Department of Revenue is currently procuring services to develop a One Stop Business Registration portal to make it easier to start / create a business in Florida. The portal's design may be expected to utilize the services identified in this Contract to interface with the State's/Department of Revenue's payment application.
7. The Vendor must provide an ePayment Collection Solution for the Department of Transportation Florida Turnpike Enterprise / SunPass to collect tolls electronically from SunPass and TOLL-BY-PLATE customers. SunPass readers recognize vehicles equipped with a transponder and deduct the correct toll amount from the customer's prepaid account. SunPass has several electronic payment methods to replenish its customer's accounts and settle TOLL-BY-PLATE billing documents. SunPass currently utilizes proprietary roadside vehicle detection technology to classify and toll vehicles, in-house developed back office and customer account management systems to maintain accounts, and contracts in-house staff to develop and support these technologies.

In addition to accepting most major credit cards, on-line and over the phone, SunPass has partnered with several electronic payment partners to provide convenient cash payment services to customers through proprietary payment kiosks, retail cash registers and other payment acceptance channels. SunPass does not accept ACH but reserves the right to accept ACH.

SunPass is a Level 1 merchant. As such, all SunPass systems, networks, processes and organizations are required to achieve and maintain compliance to the PCI DSS. SunPass' software technical architecture employs a service based model using Simple Object Access Protocol (SOAP) based secure web services thus any integration of provided solutions must use this integration strategy. SunPass uses the Protobase distributed payment gateway solution to manage credit card authorizations and settlements. This system is tightly coupled to the customer account management systems; however, the current payment gateway uses standardized APIs (Application Programming Interface) allowing SunPass to change payment processors at any time.

8. Each Vendor's ePayment Collection Solution system must meet a 99.7 percent system availability during the initial year of the Contract and thereafter a 99.9

percent system availability measure, over a six-month period excluding scheduled down time subject to the force majeure provisions, and provide a report to the Department, that documents their system availability measure, monthly in the Dashboard within thirty (30) days after the end of each month.

2.2 Next Generation Solutions

The Department will have the option of incorporating next generation ePayment Collection Solutions or options and the related costs will be added to the contract as they become available in the ePayment industry.

2.3 Electronic Payment Processing Types

The Vendor shall provide the following electronic payment processing types:

1. Internet – Provide a full selection of electronic payment vehicles using PCI DSS certified gateway providers to complete internet payment transactions for the acceptance of Payment Card and ACH transactions. Payment card types include Discover, MasterCard, VISA, and American Express, and other mutually agreed upon payment card brands during the term of this Contract.
2. Replenishment services - SunPass application/system generates a recurring credit card transaction when the customer's account balance falls below the expected minimum balance. The Vendor must be capable of authorizing and settling recurring credit card transactions for the purpose of replenishment when the Department of Transportation, Florida's Turnpike Enterprise SunPass application system or other Participant desiring this service, sends the payment request.
3. Point of Sale - Provide a method to accept and process POS transactions. Provide either through purchase or lease/rental agreements, PCI approved POS equipment and supporting software. Provide initial equipment and supplies within five (5) to seven (7) business days of completed request and replacement equipment and supplies within three (3) business days of request subject to capacity/inventory availability.
4. Interactive Voice Response (IVR) - Provide a toll-free IVR solution with touch-tone recognition options at a minimum, and if available, speech recognition options; operating twenty-four (24) hours a day, seven (7) days a week; capable of interfacing with a Participant's business system; and available in additional languages other than English, but at a minimum Spanish. The Department reserves the right to add agreed upon additional languages during the term of this contract. The IVR solution must have the ability to transfer customers to a Participant's customer support call center and/or a Vendor's customer support service representative, Monday – Friday 8:00 a.m. to 5:00 p.m. ET. Associated IVR fees are identified in the Price Schedule.

2.4 Electronic Payment Transaction Types

The Vendor shall provide the following electronic payment transaction types:

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

2. Charge Cards – The Vendor will accept and process agreed upon charge cards.
3. Electronic Check / ACH Payments
The Vendor must provide for the acceptance of electronic checks. The solution, if selected by the Participant, shall assist in reducing the number of returns, prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's except as stated in a Participant's Implementation Plan, and check for duplicate payments by verifying the check number, payment date and account number.
4. The Vendor will provide a solution, if selected by the Participant, to support Internet eCheck guarantee services within twelve (12) months after contract effective date, or its functional equivalent, that will allow Participants to reduce the number of web-based eCheck returns.

2.5 Other Electronic Payments

Additional electronic payment processing and transaction types or methods may be added to this contract and cost related to additional electronic payment types or method will be added as they become available in the industry.

2.6 Payment Card and Electronic Check Processing, Authorization and Settlement

1. The Vendor will process, authorize and settle all payment card brands and ACH transactions agreed upon in the applicable Participant's Implementation Plan, based on the requirements in Section 2.1.8. These transactions will be processed via the Internet and at the Point of Sale. Transaction processing and authorization costs are included in the Price Schedule.
 - a) All proceeds of credit cards, charge cards, debit cards, and electronic checks (settlement) shall be delivered to the designated state bank account in accordance with 69C-4.004, Florida Administrative Code. Note: Transactions under the optional service, Dynamic Currency Conversion, are estimated for deposit at transaction initiation date plus four business days as determined by the Associations and Treasury Service provider to move and convert foreign currencies. The Dynamic Currency Conversion services may be utilized upon amendment to Chapter 69C-4.004, Florida Administrative Code to permit the four-day timeframe.
 - b) All Payment Card interchange, fees, dues, assessments or other applicable pass-through charges required by the Payment Card Organizations must be charged to the applicable Participant rather than the Department.
 - c) All ACH funds must be settled on the effective date, into Participants' designated bank accounts at a Qualified Public Depository, as per Chapter 280, F.S. For the purpose of ACH transactions under this Contract, the effective date is the settlement date.
2. The Vendor must capture authorization codes and/or authorization numbers for credit card transactions processed. The authorization codes and/or numbers must remain a part of the transactions and be provided electronically to the Participant's business application.
3. The Vendor must assign and/or accept a unique Participant-defined number to be included, in a field identified by the Vendor on the settlement transaction record,

- allowing for transaction identification and traceability, e.g. Merchant ID, project name, as provided by product design..
4. The Vendor is to have the capacity and resources availability to absorb the state's sizing requirements into its solutions and to scale up to meet the state's needs during the contract term referred to as performance and scalability. Thus, the Vendor's performance and scalability must exceed 150,000 Payment Card transactions per day upon initial Contract implementation go live, and the volume of other transactions, e.g., as indicated in Attachment F – Volumes, Equipment and ePayment Solutions; and allow for an increase in size, scope and complexity to meet a yearly estimate of a 2% increase in the number of transactions during the term of the Contract.
 5. The Vendor must provide and support the following Payment Card authorization, settlement and fraud prevention methods:
 - a) Card verification values;
 - b) Address verification;
 - c) Account updater;
 - d) Configurable limit fields allowing Merchant to set upper and lower charge amounts;
 - e) Automatic detection and avoidance of duplicate authorizations, refunds and settlements;
 - f) Refunds verified against original authorization;
 - g) Automatic detection of high-risk activity; automatic detection of high-risk activity means identifying suspicious transaction activity by using automated screening tools and decision systems to evaluate the risk of incoming payment card transactions and improve the accuracy of accept / decline decisions; employing skilled fraud analysts who will manually review and dispose of high risk cases.
 - h) Merchant Services support for answering fraudulent inquiries; and
 - i) Automated settlement notification.
 6. The Vendor must provide multiple cut-off times to accommodate Participant-level batching and settlement requirements as agreed to in the Participant's Implementation Plan.
 7. The Vendor must provide a solution which allows single Payment Card batch settlement processing for batch sizes greater than 99,999 transactions.
 8. Participants submit Payment Card or ACH batches containing high volumes of transactions that may overlap settlement cut-off times. Vendor must be capable of assisting with extending processing network hours to complete settlements and provide solutions to eliminate split batches as agreed upon in the Participant's Implementation Plan. Participants submit files/batches containing high volumes of Payment Card or ACH transactions that update back-end databases that may extend beyond the vendor's cut-off times. The Vendor must be capable of assisting in adjusting the processing network hours within product dictated timeframes when these files are in process to insure completion and provide solutions to eliminate split batches as mutually agreed upon in the Participant's Implementation Plan.

2.7 Payment Card Settlement Reconciliation

1. The Vendor must provide the Department a daily settlement reconciliation file specific to merchant processing activity, by 9:00 am ET, but no later than 5:00 pm ET, containing details for all Agency Participants' settlement activity. There will be no costs to the Department for the daily settlement reconciliation file.
2. If a Participant has a need for a separate file for its own business process needs, a separate daily settlement file shall be provided containing only the Participant's settlement details. If a Participant, other than the Department request a daily settlement reconciliation file, then each Participant will be responsible for its transmission costs (set up, monthly fees, etc.) which are provided in the contract Price Schedule. The Department will not incur any costs for the transmission of the Agency Participant files.

2.8 Payment Card Chargebacks, Refunds and Adjustments, and eCheck /ACH Returns The Vendor must adhere to all chargeback rules and regulations published by applicable payment card brands utilized by the Department.

1. Transaction refunds, chargebacks, and/or adjustments processed for Participants must be debited or credited from/to Participants' designated bank account(s).
2. The Vendor must support the chargeback process from the time the Vendor is first notified through final resolution; at which time, the item is successfully resolved or the item is charged back to the Participant. Any chargeback fees and associated research fees will be included in the Price Schedule.
3. The Vendor must provide a web-based chargeback tracking/resolution tool or process available to the Participant that includes, but is not limited to, viewing chargeback details, reports, and ability to respond and resolve inquiries.
4. The Vendor must support the tracking and resolution of misapplied customer refunds and adjustments.
5. The Vendor must offer a solution which allows for real-time purchase alerts for past NSF returned check activity and duplicate payments on electronic check payments.
6. The Vendor must provide on-line transaction access to returned electronic check / ACH information, as provided by product design.

2.9 Reporting and Query Requirements

1. Reporting and query capabilities are required for ePayment Collection Solutions, Point of Sale operations and Merchant services. The Vendor's solution must deliver robust reporting and query tools for the Department and Participants. The reporting and query tools must exhibit flexibility permitting the Department and the Participants to select from a full array of delivered and ad hoc reports that can be tailored to fit their individual needs, as provided by product design.
2. Product-Specific Reports and Queries:
 - a) Must be accessible electronically through the Internet and downloadable in a variety of formats, at least CSV, text, pdf and Excel, through the Participant's web-browser or securely interfaced into the Participant's business system and contain sufficient detail to reconcile payments;

- b) Must have user defined reporting and query capabilities available in a detailed hierarchical structure at the Department/State, Participant, Division and Project/Application level, to include Merchant, multiple Merchants, terminal IDs, and type of electronic payment;
- c) Must provide ad hoc query capability with the option to save a report for future use and be available by specific date ranges: daily, weekly, monthly, quarterly, annually and contain selected data fields;
- d) Must provide five (5) custom (non-delivered) reports that include data elements utilized in the solution chosen by the Department and applicable card organization data elements. These five reports are chosen at the discretion of the Department and at no charge. Pricing for additional custom reports above the five (5), requested herein, are included in the Price Schedule;
- e) Must provide the ability to restrict access to electronic reporting and inquiry through administrative rights, password protection, or other restrictions required by Participant;
- f) Must provide transaction details for chargebacks, refunds, adjustments, and statuses;
- g) Must provide online access to detailed and summarized transaction data for 13 months;
- h) Must be capable of rolling up the transaction volumes, amounts, returns, etc., to designated hierarchical levels by card type for location and payment types;
- i) Must be capable of querying and drilling down in real-time from summary reports to the details of the report;
- j) Must provide real-time web reporting of transactions from authorization through payment and reconciliation;
- k) Must provide semi-annual analyses and comparisons of the following:
 - i. Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc. analyses for each Participant.
 - ii. Comparison and trends of previous interchange rates as compared to new rates.
- l) Must provide a Dashboard to the Department with all requirements included for the reporting period as identified in the Department's Dashboard Schedule to be finalized in the Department's Implementation Plan. This can be in electronic format either web-based or other report format.
- m) Must provide a secure website access to or otherwise provide the Contractor's Statement on Standards for Attestation Engagements Statement (SSAE) 16, on a yearly basis within 60 days after being published by their independent auditors. It will be provided confidentially according to Master Contract section 7(h). The SSAE 16 will cover the State's fiscal year which ends June 30th. For any time during the fiscal year not covered in the SSAE16 the Contractor will provide a Bridge/Gap Letter or a follow-up on any outstanding items from its independent auditors or a functionally equivalent independent Federal Financial

Institutions Examination Council (FFIEC) standards certification related to data security.

2.10 Convenience Fees

1. The Vendor must assist the Participant in remaining compliant with convenience fee requirements. The Vendor must notify the Department and Participants of changes in the convenience fee regulations, as dictated by the payment card industry and all applicable state and federal laws and rules and provide notification to the Department and Participants thirty days (30) prior to the effective date of changes unless outside the reasonable control of the Vendor.
2. The Vendor must provide for the charging of a convenience fee on a transaction and shall be capable of combining and splitting the convenience fee from the transaction fee within Payment Card Organization Rules and applicable law.

2.11 Billing

1. The Vendor shall not debit the Treasury's Concentration Account for fees or charges, other than chargebacks, refunds, adjustments and electronic check returns, for Agency Participants.
2. The Vendor must provide each Agency Participant and Local Government Participant a monthly invoice, unless the Local Government Participant elects to have the Vendor debit its bank account. The Vendor's invoice will provide details on all contractual transaction costs resulting from the payment activity processed for the month and sent no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control. Billing shall be available at each Merchant ID, terminal ID number or location level enabling the Participant to identify associated expenses. Invoicing must provide for lower level costs to be rolled up to the highest level within the organization. Monthly billing/invoicing of fees to each Participant shall be the responsibility of the Vendor and contain such detail that the Participants can audit and approve payment of invoice with minimal need to contact the Vendor.

2.12 Customer Support Service

The Vendor shall provide the following customer support services for ePayment solutions, Point of Sale operations and Merchant services:

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

2.13 Participant Training and Consultations

1. During the first six (6) months of the Contract the Vendor must be available for a maximum of six onsite consultation events with the Department at the Vendor's expense, as requested in order to ensure a successful implementation of the Contract. These include any meetings required by section 2.15.1.
2. The Vendor must provide consultation to the Department up to twice per year at the Department's request and Participant training via conference call or webinars for all facets/areas of its ePayment solutions, Point of Sale operations and Merchant services. There shall be no Department and /or Participant expense for training and consulting.
3. Training services must include, but not be limited to:
 - a) A training program that will keep the Department and the Participants informed and up-to-date on current Payment Card Organization Rules, Payment Card Industry requirements and applicable state and federal electronic payment regulations;
 - b) POS equipment and software installations and use;
 - c) ePayment Collection Solutions offered by the Vendor;
 - d) Reporting tools;
 - e) Informing the Department and the Participants of efficiencies that may reduce expenses;
 - f) Informing the Department and the Participant of new or advanced technology innovations; and
3. Consultation services must include, but not be limited to: Weekly ongoing consultations with the Department via teleconference, e.g. discuss outstanding issues, project status, deliverables, etc. On-site Vendor consultation shall be provided up to twice per year at the Department's reasonable request.

2.14 Electronic Payment Equipment and Software

1. The Vendor must provide PCI approved POS equipment and software on a purchase, lease or rental basis. Inform Participants of equipment software upgrades and provide installation support. Equipment software upgrades for purchased, leased or rented equipment, supported under this contract, will be provided at no additional costs to the Participant. Terminal fulfillment is subject to capacity/inventory availability.
2. The Vendor must ensure the Participant's existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant. If new equipment is required, the Participant will purchase or lease the equipment at the contracted rate. If software upgrades are required on compatible equipment currently utilized by the Participant, software upgrades will be provided at no itemized cost to the Participant or Department.
3. The Vendor must repair and/or ship replacement POS equipment within three (3) business days of notice of failure. The Vendor may bill for shipping unless there is any error in the equipment being shipped, e.g., faulty or incorrect equipment.
4. The Vendor must provide supplies for Point of Sale equipment, e.g. terminals, printers, etc., at no cost to the participant. Shipping of the supplies will be charged according to subsection 3 above.

2.15 Electronic Payment Project Management

1. Initial Statewide Contract Implementation
 - a.) The Department's Implementation Plan will be developed by the Department and the Vendor within 60 days after contract execution and will include the following:
 - i. Dashboard Requirements;
 - ii. Change Order Form;
 - iii. Participant-Level Close Out Summary; and
 - iv. Participant's Request for Product Upgrades, Modifications, and/or Enhancements.
 - b) New Participation Agreements for Participants within six months of contract execution.
2. New Participant-Level Project Implementation Management (Future Implementations)
 - a) The Vendor will provide, to the Department, both Local Government and Agency Participants information and statistics agreed upon in the Department's Implementation Plan, allowing for the management of the statewide contract as identified in the Dashboard Schedule.
 - b) The Vendor will consult with the Department and the Agency Participants that are approved by the Department to accept electronic payments. Together they will determine best solution to be implemented, gather requirements, and develop the Participant's Implementation Plan. Local Government Participants do not require Department approval and the Vendor will consult with them independently to determine requirements and best solution.
 - c) During the term of the contract, the Vendor must assign a project/implementation manager for each Participant-Level project; e.g., implementation of new system projects, conversion or expansion of existing projects. The project/implementation manager is the person designated responsible for the overall management of the project, authorized to make decisions and manage the allocation of resources on behalf of the Vendor.
 - d) Where necessitated by complexity or for gateway solutions, the Vendor must provide an implementation work plan, which does not contain requirements inconsistent with the capabilities of the product, for each Participant-Level project to implement new projects, convert or expand existing projects. The implementation work plan shall include a schedule of all activities, tasks, and deliverables from the date of the initial meeting of the proposed project through successful testing and implementation to final sign-off by the Participant. The Vendor will remain on schedule as indicated in the initial project implementation work plan with adjustments to schedule as necessary due to changes in scope. All revisions will be documented in the project implementation work plan.
 - e) The Vendor must provide an agreed to change order request plan to the Department for Participant-Level projects that identifies changes after the

project requirements have been gathered and approved by the Participant. The plan must describe where in the project development process changes can be requested and / or changed and when a change order request will incur cost(s). Any costs associated with change order requests are identified in the Price Schedule.

- f) Where necessitated by complexity or for gateway solutions where mutually chosen solution enables, at the close of each Participant-Level project, the Vendor should provide the Department and Participant a close-out summary of the Participant-Level project or a completed Participant's Implementation Plan to include:
 - i. Project purpose, description of the solution(s), project timelines, obstacles, and lessons learned;
 - ii. The Vendor will maintain a comprehensive list, during the term of the contract, of Participants implementation request for product upgrades, modifications and/or enhancements that were not available at implementation with the expected availability date, as product development is able to accommodate; and
 - iii. Issues identified during development and how they were resolved.
- g) Any implementation costs shall be charged to the participant for Participant-Level projects.

2.16 Payment Card Industry / Data Security Standard Certifications and Requirements

- 1. The Vendor products, solutions, etc., shall be PCI DSS certified and shall safeguard all transmitted, processed and stored data, particularly files that contain cardholder information, so as to be compliant with PCI DSS, individual Payment Card Organization Rules and applicable state or federal laws.
- 2. The vendor shall maintain PCI DSS accreditation and provide Attestation of Compliance (AOC) or proof thereof on a yearly basis and within sixty (60) days of issuance.
- 3. The Vendor will provide at no charge PCI DSS customer support and staff for expertise and guidance ensuring compliance with PCI DSS that will include, but not limited to the following:
 - a) Provide the Department and Participants with a plan to achieve PCI DSS compliance for Participant -Level project and make specific recommendations to ensure PCI DSS compliance is maintained.
 - b) Participate in PCI related meetings and conference calls at the request of the Department or Participant.
 - c) Provide PCI training to educate and inform the Participants on the importance of PCI and any changes/clarifications of the DSS.

2.17 Management Escalation Procedures

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

2.18 Systems Requirements and Testing

1. **Data Accuracy** - As a general performance measure the Vendor must maintain an average 99.9995% data accuracy level for ePayment transactions processed and/or transmitted during a six (6) month period. Data Accuracy means the degree to which the data delivered to the Contractor matches the processed data, based on the volume of inaccurate data reported by a Participant to the Department. Activities during a force majeure event are not counted in the Department's semi-annual measurement. The result of the measurement will not be provided to the Department as it is not tracked by vendor. The Department will provide an opportunity for Vendor to review the data used to calculate the measurement and respond regarding the metric.
2. **ePayment Collection Solutions** - The Vendor must provide the Participant with secure and up to date processing systems and equipment and provide upgrades, modifications, and/or enhancements to include the following secure network connectivity:
 - Support direct leased lines;
 - Support site-to-site secure VPN; and
 - Support IP-Address filtering and blocking.
3. The Vendor must provide the Department and Participants scheduled maintenance windows for maintaining and supporting operations as a part of the normal course of business. Routine maintenance shall be at the Vendor's expense. If the Vendor's solution requires routine maintenance, the maintenance must be performed within scheduled maintenance windows occurring during non-peak hours, e.g., 1 a.m. to 5 a.m. Any changes to the routine schedule must be electronically communicated to the Department and the Participants.
4. **Participant Project Testing Environment** - The Vendor shall provide the Participant a test environment that mirrors, but does not require a separate setup, the production environment. The test environment should be parallel to production environment including data connections, firewalls, and server environments. Testing will be supported by the Vendor in phases that will ensure operability and desired results in unit, system and acceptance testing and meet targeted production date and support/guidance for live testing.
5. **Data Transmission Security** - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL.
6. **Web Application Standards** - The Vendor must provide application programming interfaces agreed upon in the applicable Participant's Implementation Plan, using secure web application standards specific to web-based technology for application interface standards, e.g., OWASP and OASIS standards.
7. Provide to the Department and the Participant, written notice for changes to existing technology (e.g. equipment, software) currently being utilized by the Participant. Additionally, if the technological changes are known by the Vendor to be of a nature which will impact the Department's or the Participant's applications, the notice shall include an alert to such impact.

2.19 Data Management and Security

1. The Vendor must maintain policies and procedures on who has access to secure data, how access is controlled and the daily operation and management of systems consistent with ePayment data management and security standards.
2. The Vendor must restrict access to unauthorized persons and maintain internal controls to monitor, detect, record, or log system access activity where relative to this Contract. The Vendor must notify the Department, within twenty-four (24) hours of being made aware of any unauthorized activity.
3. The Vendor will provide options to protect cardholder information in order to meet PCI DSS compliance as follows:
 - a) Truncation: the ability to eliminate all digits of a credit card number except the last 4 digits or the first 2 / last 4 digits;
 - b) Encryption: the ability to transform credit card information, by applying mathematically proven cryptographic methods, into unreadable data unless explicitly allowed; and
 - c) Tokenization: the ability to replace persistent credit card information in applications and databases with a token that can only be exchanged with a credit number when it is required.
 - i. At Point of Sale
 - ii. Upon Authorization

The needs of the State are for the Vendor to offer the processes listed above or a functional equivalent that provides for storing card information that protects cardholder information in order to diminish the Participant's PCI compliance obligations. The Participant electing any such option shall provide 180 days notice, to the Vendor and the Department, of its intent to elect an option. The Contractor will then provide the implementation go live within 180 days unless otherwise agreed to in the Implementation Plan.

4. The Vendor must provide access to the Participant's data by extending access to the Vendor's reporting tool for a period of twelve (12) months after contract cancellation, termination, or expiration. The Vendor must make all State and Shared Data accessible to the Department and identify any per Participant reporting costs associated with the access to such data in the Price Schedule.

2.20 Disaster Recovery

1. The Vendor must provide annual certification, within sixty (60) days after the Contract anniversary date, of the existence and adequacy of its disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster. The certification or the SSAE must be executed by an independent auditor or regulator as to the successful performance of the annual Disaster Recovery test.
2. The Vendor will provide the order of succession for assigned officer and key staff that the Department works with in the regular course of business.
3. The Vendor will provide a process for notifying the Department when the Vendor's ability to do business with the Department or Participant has been compromised within four (4) hours, other than low priority minor impacts.

4. The Vendor must have an established secure back-up system for services and report delivery if the web-based system is unavailable. This back-up must be functioning within 24 hours of the occurrence during the initial year, and thereafter eight (8) hours of the occurrence. In the event the Vendor does not provide a functioning back-up system within eight (8) hours of occurrence, the department may assess sanctions described in the Deliverables.

SECTION THREE -- DELIVERABLES

The Department requires the following services and other forms of deliverables (Deliverables) related to the State of Florida's and local governments' ePayment services.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.1.3	For Agency Participants, the Vendor shall provide a web-based Enterprise ePayment Collection Solution option. The enterprise solution should standardize transitioned and new ePayment implementations. Within the first 12 months of the Contract the Contractor will survey Agency Participants under the previous contract and provide the Department a proposed enterprise solution option that enables each Agency at its individual Participant-Level to collect and store business process data while communicating with and updating the Participant's business system through standardized transmissions. The solution must be capable of capturing the requirements agreed upon between the Department and the Contractor	The Vendor has met the measure and has provided an Enterprise Solution as described in section 2.1.3 of the scope of work.	Within the first 12 months of Contract execution	If the Vendor has not proposed an Enterprise Solution within the first 12 months of the contract, the Vendor's client team will create a corrective action plan at their expense and present it to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	as specified in this Scope of Work, the solution must detail any functional equivalents being offered in place of requirements that cannot be provided in the manner described within this Scope of Work.			
2.1.8				
2.3.1	Provide a full selection of electronic payment vehicles using PCI DSS certified gateway providers to complete internet payment transactions for the acceptance of payment card types and ACH transactions as described in	Vendor offers internet payment vehicles describe in section 2.3.1 of the scope of work and uses such certified providers.	Continuous, from the first day of the Contract	If the Vendor no longer offers the internet payment vehicles, provided in the scope of this contract, or has not used such certified gateway providers a corrective action plan will be created by the Vendor's client team at their expense and

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	section 2.3.1 of the scope of work.			presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.3.2	Replenishment services - The Vendor must authorize and settle recurring credit card transactions for the purpose of replenishment when the Department of Transportation, Florida's Turnpike Enterprise SunPass application system or other Participant desiring this service, sends the payment request.	Vendor processed recurring credit card payments for the purpose of replenishment as specified in sections 2.3.2 and 2.1.7 of the scope of work.	Continuous, once requested by a Participant	If the Vendor is not capable of accepting and/or processing recurring credit card payments for the purpose of replenishment, the affected Participant may withhold transaction processing costs (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance. These costs can be offset in a Participant's subsequent invoice.
2.3.3	Point of Sale - Provide a method to accept and process POS transactions. Provide either through purchase or lease/rental agreements, PCI approved POS equipment and supporting software. Provide initial equipment and supplies within five (5) to seven (7) business days of completed request and	Vendor has satisfactorily met the equipment and software needs, specified in section 2.3.3, 2.14.1, 2.14.2 & 2.14.3 in the scope of work and within the agreed upon timeframe.	2.3.3 Within five (5) to seven (7) business days of completed request for initial equipment and supplies and within three (3) business days of completed request	If the Vendor has not met one of the requirements, the affected Participant will withhold payment for the requested equipment for the month(s) in which the equipment was not replaced, upgraded or received within the specified timeframe.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.14.1	<p>ship replacement equipment and supplies within three (3) business days of request subject to capacity/inventory availability.</p> <p>Provide PCI approved POS equipment and software on a purchase, lease or rental basis.</p>		<p>for replacement equipment and supplies subject to capacity/inventory availability.</p> <p>2.14.1 Continuous, from first day of Contract</p>	
2.14.2	<p>Inform Participants of equipment software upgrades and provide installation support. Equipment software upgrades for purchased, leased or rented equipment, supported under this contract, will be provided at no additional costs to the Participant. Terminal fulfillment is subject to capacity/inventory availability</p> <p>Ensure the Participant's existing POS equipment and software is compatible with the Vendor's solution or upgraded with minimal impact and cost to the Participant. If new equipment is required, the Participant will</p>		<p>2.14.2 Continuous, from first day of Contract</p>	

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.14.3	purchase or lease the equipment at the contracted rate. If software upgrades are required on compatible equipment currently utilized by the Participant, software upgrades will be provided at no itemized cost to the Participant or Department.		2.14.3 Within three (3) business days of notice of failure	
	Repair and/or ship replacement POS equipment within three (3) business days of notice of failure.			
2.3.4	Interactive Voice Response (IVR) - Provide a toll-free IVR solution with touch-tone recognition options at a minimum, and if available, speech recognition; operating twenty-four (24) hours a day seven (7) days a week; capable of interfacing with a Participant's business system; and available in additional languages other than English, but at a minimum Spanish. The Department reserves the right to add mutually agreed upon additional languages during the term of this contract. The IVR	Vendor has provided an IVR system that meets the functionality requirements described in section 2.3.4 of the scope of work.	2.3.4 Continuous, from first day of Contract	If the Vendor no longer offers the IVR system capability described in the scope or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	solution must allow the transfer of customers to a Participant's customer support call center and/or a Vendor's customer support service representative, Monday – Friday 8:00 a.m. to 5:00 p.m. ET.			
2.4.1	Debit and Credit Cards The Vendor must accept and process all Credit and /or Debit Cards with the appropriate American Express, Discover, MasterCard and VISA logos, and other mutually agreed upon payment card brands during the term of this contract.	1) Vendor has successfully accepted and timely processed all and fulfilled all requirements described in section 2.4.1, 2.4.2 and 2.4.3 of the scope of work.	Continuous, from first day of Contract	If the Vendor can no longer accept or process any of the payment types described in Section 2.4.1, 2.4.2 & 2.4.3 in the scope of work, or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.4.2	Charge Cards – The Vendor will accept and process agreed upon charge cards.			
2.4.3	Electronic Check / ACH Payments – The Vendor must provide for the acceptance of electronic checks. The solution shall assist Participants in reducing the number of returns, prohibit an end user from making a payment with a bank account that has exceeded a predetermined limit of NSF's and check for duplicate payments by verifying the check			

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	number, payment date and account number, to be predetermined during the implementation.			
2.4.4	The Vendor will provide Internet eCheck guarantee services in accordance with the applicable Regulation E or NACHA rule or the functional equivalent.	The Vendor has provided a solution to support Internet eCheck guarantee services as described in section 2.4.4 of the scope of work in accordance with the applicable Regulation E or NACHA rule.	Continuous, once requested by a Participant	If the Vendor is not able to support Internet eCheck guarantee services, the Participant will be allowed to obtain services outside the Contract.
2.6.1	The Vendor will process, authorize and settle all payment card brands and ACH transactions agreed upon in the applicable Participant's Implementation Plan, based on the requirement in Section 2.1.8. All funds authorized, excluding American Express must be settled as described in section 2.6.1 of the scope of work.	Vendor has processed, authorized, and settled funds into a QPD, based on the requirement in Section 2.1.8, within 48 hours of authorization and fulfills all requirements described in section 2.6.1 of the scope of work and section 215.322, F.S.	Continuous, from first day of Contract	

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.6.2	The Vendor must capture authorization codes and/or authorization numbers for all credit card transactions processed. The authorization codes and/or numbers must remain a part of the transactions and be provided electronically to the Participant's business application.	The Vendor has captured authorization codes and/or authorization numbers for all transactions processed and has assigned and/or accepted a unique Participant-defined number to be included on the settlement transaction record, allowing for transaction identification and traceability, e.g. Merchant ID as required by sections 2.6.2 & 2.6.3 of the scope of work.	Continuous, from first day of Contract	If the Vendor is unable to comply with the provisions of section 2.6.2 & 2.6.3, the affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.3	The Vendor must assign and/or accept a unique Participant-defined number to be included, in a field identified by the Vendor, on the settlement transaction record, allowing for transaction identification and traceability, e.g. Merchant ID, project name, as provided by product design.			
2.6.4	The Vendor is to have the capacity and resources availability to absorb the state's sizing requirements into its solutions and to scale up to meet the state's needs during the contract term referred to as performance and scalability. Thus, the Vendor's performance and scalability must exceed 150,000 Payment Card	The Vendor has met the Performance & Scalability Measure and has provided documentation of Performance & Scalability Measures as described in section 2.6.4 of the scope of work.	Continuous, from first day of Contract	If the Vendor can no longer provide or support the performance and scalability requirements in Scope of Work section 2.6.4 or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	transactions per day upon initial Contract implementation go live, and the volume of other transactions, e.g., as indicated in Master Contract Attachment F -- Volumes, Equipment and ePayment Solutions; and allow for an increase in size, scope and complexity to meet a yearly estimate of a 2% increase in the number of transactions during the term of the Contract.			The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.6.5	The Vendor must provide and support the following Payment Card authorization, settlement and fraud prevention methods: Card verification values; Address verification; Account updater; Configurable limit fields allowing a Participant to set upper and lower charge amounts; Automatic detection and avoidance of duplicate authorizations, refunds and settlements; Refunds verified against original authorization; Automatic detection of high-risk activity; Merchant Services support for answering fraudulent inquiries; and Automated settlement notification.	The Vendor has provided and supported the authorization, settlement and fraud prevention methods described in section 2.6.5 of the scope of work and in compliance with Payment Card Organization Rules	Continuous, from first day of Contract	If the Vendor can no longer provide or support the authorization, settlement and fraud prevention methods, described in section 2.6.5 or has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.6.6	Provide multiple cut-off times to accommodate Participant-Level batching and settlement requirements as agreed upon in the Participant's Implementation Plan.	Vendor has provided multiple cut-off times to accommodate batching and settlement as described in section 2.6.6 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.7	Provide a solution which allows single Payment Card batch settlement processing for batch sizes greater than 99,999 transactions.	The Vendor has provided single batch processing for batches greater than 99,999 as described in section 2.6.7 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance.
2.6.8	Participants submit Payment Card or ACH batches containing high volumes of transactions that overlap settlement out-off times. Vendor must be capable of assisting in adjusting the processing network hours, within product dictated timeframes, when these files are in process to insure completion and provide solutions to eliminate split batches as mutually agreed upon in the Participant's Implementation	The Vendor has provided assistance in adjusting processing network hours to complete settlements and provided effective solutions to eliminate split batches as described in section 2.6.8.	Continuous, from first day of go live of the Initial Implementation under the Contract	If the Vendor fails to offer a solution that will eliminate split batch settlements as described in section 2.6.8 and split batches occur more than two (2) times in a six (6) month period per affected Participant, then the Vendor will compensate the Participant based on the formula in section 2.6.1 for late settlements until the problem is resolved. This fee may be offset in a subsequent invoice.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	Plan			
2.7.1	Provide the Department with a daily settlement reconciliation file specific to merchant processing activity, by 9:00 am ET, but no later than 5:00 pm ET, containing details for all Agency Participants settlement activity. There will be no costs to the Department for the daily settlement reconciliation file.	Vendor has provided, to the Department, a Daily Settlement Reconciliation file, as described in section 2.7.1 of the scope of work, at the agreed upon time and at no costs to the Department.	Daily by 9:00 am ET, but no later than 5:00 pm ET	
2.7.2	Upon Participant request, the Vendor shall provide a separate daily settlement reconciliation file containing only the applicable Participant's settlement details.	If requested by the Participant, the Vendor has provided a daily settlement reconciliation file, containing settlement details for that Participant only, by 9:00 am ET daily, as described in section 2.7.2 of the scope of work.	Daily by 9:00 am ET, but no later than 5:00 pm ET	If Vendor has not provided the Participant with the reconciliation file by 5:00 pm ET, the cost of the file for the day will be removed. This fee can be offset in a Participants subsequent invoice.
2.8	The Vendor must adhere to chargeback rules and regulations published by payment card brands utilized by the Department.	The Vendor has complied with the requirements to debit or credit transaction refunds, chargebacks, and/or adjustments from Participants designated bank accounts in compliance with Payment Card Organization Rules.	Continuous, from first day of go-live of the Initial Implementation under the Contract	Vendor will reverse incorrect entries within two (2) business days of notification. If incorrect entries result in a loss of revenue earnings, the Vendor will compensate the Participant for loss of revenue earnings based on the formula identified in Section 2.6.1 or any fees associated with the refund, chargeback or adjustment, whichever is applicable.
2.8.1	Transaction refunds, chargebacks, and/or adjustments processed for Participants must be debited or credited from / to Participants designated bank		Cure - Within two (2) business days of notification	

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	account(s).			
2.8.2	Support the chargeback process from the time the Vendor is first notified through final resolution; at which time, the item is successfully resolved or the item is charged back to the Participant.	Vendor has provided support and a tool for the monitoring, tracking and resolution of chargebacks, refunds and adjustments and ACH returns as described in section 2.8.2, 2.8.3 & 2.8.4, of the scope of work and in compliance with Payment Card Organization Rules and ACH regulations.	Continuous, from first day of go-live of the Initial Implementation under the Contract	Chargebacks will not be charged back to the Participant until the tracking / resolution tool is available.
2.8.3	Provide a web-based chargeback tracking/ resolution tool available to the Participant that includes, but is not limited to, viewing chargeback details, reports, and ability to respond and resolve inquiries.			
2.8.4	Support the tracking and resolution of misapplied customer refunds and adjustments.			
2.8.5	The Vendor must offer a solution which allows for real-time purchase alerts for past NSF returned check activity and duplicate payments on electronic check payments.	The Vendor has offered a solution which allows for real-time purchase alerts and online transaction access as described in section 2.8.5 & 2.8.6 of the scope of work.	Continuous, from first day of go-live of the Initial Implementation under the Contract	If ACH purchase alerts or online access is not available, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually
2.8.6	The Vendor must provide on-line transaction access to			

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	returned electronic check / ACH information, as provided by product design.			agreed upon resolution.
2.9.1, 2.9.2 (a)-(f)	Product-specific reporting and query capabilities are required for ePayment Collection Solutions, Point of Sale operations and Merchant services. The Vendor's solution must deliver robust reporting and query tools for the Department and Participants. The reporting and query tools must permit the Department and the Participants to select from a full array of delivered and ad hoc reports that can be tailored to fit their individual needs, as provided by product design.	The Vendor has timely provided reports predetermined by the Participant and Department, using reporting and query tools and otherwise has met the reporting and query requirements as described in section 2.9.1, 2.9.2 (a-f) of the scope of work	Continuous, from first day of go-live of the Initial Implementation under the Contract	If the Vendor has not complied with the reporting and query requirements as described in section 2.9.1 & 2.9.2 (a-f) of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution.
2.9.2 (g) - (k)	g) Provide online access to detailed and summarized transaction data for 13 months; h) Provide rolling up the transaction volumes, amounts, returns, etc., to designated hierarchical levels by card type for location and	The Vendor has provided for the online access to data for 13 months and has provided for all requirements described in section 2.9.2 (g-k).	Continuous, from first day of go-live of the Initial Implementation under the Contract	If the Vendor can no longer provide 13 months of online access to data and in a manner as described in section 2.9.2 (g-k) of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	payment types; i) Provide querying and drilling down in real-time from summary reports to the details of the report; j) Provide real-time web reporting of transactions from authorization through payment and reconciliation; k) Provide semi-annual analyses and comparisons of the following: i. Payment card interchange categories; e.g., Public Sector, Emerging Market, CPS-Retail 2, etc. analyses for each Participant. ii. Provide comparison and trends of previous interchange rates as compared to new rates.			for an agreed upon resolution.
2.9.2 (l)	Must provide a Dashboard to the Department with all requirements included for the reporting period that are defined in the Department's Implementation Plan.	The Vendor has provided a mutually agreed upon Dashboard containing the required reports identified in the scope of work.	Due dates defined in the Department's Implementation Plan.	If the Vendor is unable to provide the dashboard, the Department will work with the vendor to resolve the non-compliance; a corrective action plan will be created by the Vendor's client team at

Section	Requirement	Performance Metric	Due Date	Financial Consequences
				their expense and presented to the Department for approval. The action plan will provide for an agreed upon resolution. If within a six (6) month period, the Department has two (2) incidents of non-compliance where the corrective action plan has not resolved the issue, the Department may terminate the contract.
2.9.2 (m)	Provide a secure website access to or otherwise provide the Contractor's Statement on Standards for Attestation Engagements Statement (SSAE) 16, or proof thereof on a yearly basis, within sixty (60) days after being published. The SSAE 16 will cover the State's fiscal year which ends June 30th. For any time during the fiscal year not covered in the SSAE16 the Contractor will provide a Bridge/Gap Letter.	The Vendor has provided for the requirements of section 2.9.2(m) of the scope of work.	No later than August 30 th of each year.	If the Vendor has not provided on a yearly basis, within sixty (60) day after being published, access to the required Statement on Standards for Attestation Engagements Statement (SSAE) or the Vendor has not provided the required Bridge/Gap letter. All Agency Participant fees (excluding payment card pass through fees - Interchange, dues and assessments, fines, penalties are considered pass-through charges) will be withheld until the deficiency has been resolved and approved by the Department.
2.10.1	Assist the Participant in	Vendor has notified and	Thirty days (30)	

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	remaining compliant with convenience fee requirements. The Vendor must notify the Department and Participants of changes in the convenience fee regulations, as dictated by the payment card industry and all applicable state and federal laws and rules and provide notification to the Department and Participants thirty days (30) prior to the effective date of changes unless outside the reasonable control of the Vendor.	assisted the Department and Participants of changes in the convenience fee regulations, as described in section 2.10.1 of the scope of work and in compliance with Payment Card Organization Rules.	prior to the effective date of change	
2.10.2	The Vendor must provide for the charging of a convenience fee on a transaction and shall be capable of combining and splitting the convenience fee from the transaction fee within Payment Card Organization Rules and applicable law.	Vendor has provided a solution that allows for the charging of convenience fees, as described in section 2.10.2 of the scope of work and within the solution chosen by the participant and within Payment Card Organization Rules and applicable law.	Continuous, once requested by a Participant	If the Vendor can no longer provide a solution that allows for the charging of convenience fees as described in section 2.10.2 of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.11.1	The Vendor shall not debit the Treasury's Concentration	The Vendor has not debited the Treasury Concentration	2.11.1 No later than the	Vendor will reverse all fees debited to the Agency

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.11.2	Account for fees or charges, other than chargebacks, refunds, adjustments and electronic check returns, for Agency Participants. The Vendor must provide each Agency Participant and Local Government Participant a monthly invoice, unless the Local Government Participant elects to have the Vendor debit their bank account. The Vendor's invoice will provide details on all contractual transaction costs resulting from the payment activity processed for the month and sent no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control. Billing shall be available at each Merchant ID, terminal ID number or location level enabling the Participant to identify associated expenses. Invoicing must provide for lower level costs to be rolled up to the highest level within the organization. Monthly billing/invoicing of fees to each	Account for fees and the Vendor has supplied each Participant with a detailed monthly invoice no later than the 30th of the following month, unless Vendor or Participant encounters difficulty beyond their control.	30th of the following month 2.11.2 Continuous, from the first day of the go live of the Initial Implementation of the Contract	Participant's Treasury Concentration Account. Vendor will not receive payment until corrected invoice is received and / or adjusted and no late fees will be assessed, if paid in accordance with Florida's Prompt Payment Law.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	Participant shall be the responsibility of the Vendor and contain such detail that the Participants can audit and approve payment of invoices with minimal need to contact the Vendor.			
2.12	Customer Service Support - The Vendor shall provide the following customer support services for ePayment solutions, Point of Sale operations and Merchant services:	Vendor has provided customer support services as described in section 2.12 (1-5) of the scope of work.	Continuous, from the first day of the go live of the Initial Implementation of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.12 subsection, in a 6 month period, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present to the Department for approval.
Subsection 2.12.1	Account management support for payment processing and invoicing.			
Subsection 2.12.2	Real-time access to transaction detail.			
Subsection 2.12.3	Qualified support staff in adequate numbers and locations to meet the needs of the contract and required additional customer service/account managers during large system changes or when Participants have unexpected issues that need to be addressed timely.			
Subsection	Reports Participant product uses			

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.12.4	in the Dashboard to the Department to enable monitoring the quality of customer and support service activities on the due dates required by the Dashboard Schedule.			
Subsection 2.12.5	Escalation of Participant issues according to escalation procedures to resolve quickly and appropriately.			
2.13.1 & 2.13.3	During the first six (6) months of the contract the Vendor must be available for onsite consultations with the Department, as requested in order to ensure a successful implementation of the contract and provide weekly consultation with the Department via teleconference, or as requested.	Vendor has provided onsite consultations during the first six (6) months for a maximum of six onsite no-cost consultation events and has provided weekly consultations with the Department via teleconference.	Continuous, from the first day of the Contract and on a weekly basis during and after Initial Implementation	If the Vendor has not been available during the first six (6) months for onsite visits or weekly teleconference consultations when requested by the Department, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval or the Department may terminate the contract.
2.13.2 (a-g)	Provide consultation up to twice per year at the Department's request and training via conference call or webinars for all facets/areas of their ePayment solutions, Point of	Vendor has provided training and consultation for ePayment solutions and POS operations and Merchant services as described in section 2.13.1 & 2.13.2 (a-g) of the scope of work.	Continuous, from the first day of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.13 subsection, in a six (6) month period the Vendor's Client Team will create a mutually

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	Sale operations and Merchant services. There shall be no Department and /or Participant expense for training and consulting. Provide a training program that meets the requirements in section 2.13.1 & 2.13.2 (a-g).			agreed upon corrective plan at their expense and present it to the Department for approval.
2.14.4	The Vendor must provide supplies for Point of Sale equipment, o.g. terminals, printers, etc., at no cost to the participant. Shipping of the supplies will be charged according to subsection 2.14.3	Vendor has satisfactorily provided supplies at no cost as described in section 2.14.4 of the scope of work.	Continuous, from the first day of the go live of the Initial Implementation of the Contract	If the Department documents more than two (2) incidents for not complying on the same Deliverable 2.14 subsection, within a six (6) month period, the Vendor's Client Team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval which may also include reimbursement of the shipping costs.
2.15.1 (a)	The Vendor must cooperate with the Department in developing the Department's Implementation Plan, which includes dashboard requirements, change order forms, participant-level close	Vendor has cooperated with the Department in the development of the Department's Implementation Plan.	Within 60 days of contract execution the Department's Implementation Plan was developed and in place with cooperation from the Vendor.	If the Implementation Plan is not developed within 60 days of contract execution, due to the Vendor's lack of cooperation, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	out summary, and participant requests for product upgrades, modifications, and/or enhancements.			for approval. The action plan will provide for a mutually agreed upon resolution.
2.15.2 (a)	The Vendor will provide, to the Department, both Local Government and Agency Participants information and statistics agreed upon in the Department's Implementation Plan, allowing for the management the statewide contract.	Vendor has provided agreed upon annual statistics to the Department as described in section 2.15.2 (a) of the scope of work.	Due dates are defined in the Department's Implementation Plan	If the Vendor has not complied with providing the agreed upon annual statistics as described in section 2.15.2 (a) of the scope of work, the Department a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution or the Department may terminate the contract.
2.15.2 (b)	2. New Participant-Level Project Implementation Management (Future Implementations) - The Vendor will consult with the Department and the Agency Participants that are approved by the Department to accept electronic payments. Together they will determine best solution to be implemented, gather requirements, and	Vendor has determined the best electronic solution acceptable to the Participant as described in section 2.15.2 (b) of the scope of work.	Continuous, from the first day of the Contract and upon request from Participant	If Vendor has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	develop the Participant's Implementation Plan. Local Government Participants do not require Department approval and the Vendor will consult with them independently to determine requirements and best solution.			
2.15.2 (c)	During the term of the contract, the Vendor must assign a project/implementation manager for each Participant-Level project; e.g., implementation of new system projects, conversion or expansion of existing projects. The project/implementation manager is the person designated responsible for the overall management of the project, authorized to make decisions and manage the allocation of resources on behalf of the Vendor.	Vendor has provided a project or implementation manager as described in section 2.15.2 (c) of the scope of work.	Continuous, from the first day of the Contract	If the Vendor has not provided a project or implementation manager a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract as to the affected Participant.
2.15.2 (d)	Where necessitated by complexity or for gateway solutions, the Vendor must provide a project implementation work plan for each Participant-Level project to implement new projects, convert or expand existing	Vendor has provided project implementation work plans which include all project deliverables and timelines as described in section 2.15.2 (d) of the scope of work.	Continuous, from the first day of the Contract and upon Participant request	If the Vendor has not provided project implementation work plans, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	projects. The project implementation work plan should include a schedule of all activities, tasks, and deliverables from the date of the initial meeting of the proposed project through successful testing and implementation to final sign-off by the Participant. The Vendor will remain on schedule as indicated in the initial project implementation work plan with adjustments to schedule as necessary due to changes in scope. All revisions will be documented in the project implementation work plan.			The action plan will provide for a mutually agreed upon resolution. After two (2) noncompliance events documented in a 12 month period the Department may terminate the contract.
2.15.2 (e)	The Vendor must provide an agreed to change order request plan to the Department for Participant-Level projects that identifies changes after the project requirements have been gathered and approved by the Participant. The plan must describe where in the project development process changes can be requested and / or changed and when a change order request will incur cost(s). Any costs associated with	The Vendor has provided a change order request plan, as described in section 2.15.2 (e) of the scope of work that identifies changes and associated costs, if any.	Continuous, from the first day of the Contract	If the Vendor has not provided a change order request plan, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution. After two (2) noncompliance events documented in a 12 month period the Department may terminate the contract.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	change order requests are indentified in the pricing schedule.			
2.15.2 (f)	Where necessitated by complexity or for gateway solutions, at the close of each Participant-Level project, the Vendor should provide the Department and Participant a close-out summary of the Participant-Level project or a completed Participant's Implementation Plan to include: Project purpose, description of the solution(s), project timelines, obstacles, and lessons learned; a comprehensive list, during the term of the contract, of Participant requests for product upgrades, modifications and/or enhancements that were not available at implementation with the expected availability date, as product development is able to accommodate; and issues identified during development and how they were resolved.	The Vendor has provided a Participant-Level close out summary for each project as described in section 2.15.2 (f) of the scope of work.	Continuous, from the first day of the Contract	If the Vendor has not provided more than two (2) close-out summaries within a six (6) month period, validated by the Contract Managers, the Vendor's client team will create a mutually agreed upon corrective plan at their expense and present it to the Department for approval. The action plan will provide for an agreed upon resolution.
2.16.1	The Vendor's ePayment Collection Solutions shall be protected as described in section 2.16.1 of the scope of work.	Vendor's products have protected data in compliance with PCI DSS standards and laws, provided PCI customer	2.16.1 Continuous, from the first day of the Contract	If it is determined by the Department that the Vendor is not PCI DSS compliant or has not provided PCI DSS

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.16.2	Maintain PCI DSS accreditation protected as described in section 2.16.2 of the scope of work, on a yearly basis, within sixty (60) days of issuance.	support and provided Attestation of Compliance (AOC) or proof thereof, on a yearly basis as described in section 2.16.1 & 2.16.2 of the scope of work.	2.16.2 Within sixty (60) days of issuance	accreditation within sixty (60) days of issuance, the Department shall take appropriate action, up to and including termination of the contract.
2.16.3	Upon Participant demand, provide at no charge PCI DSS customer support and compliance staff for expertise and guidance ensuring compliance with PCI DSS requirements as described in section 2.16.3 of the scope of work.	Vendor has provided PCI customer support and compliance staff, as described in section 2.16.3 of the scope of work and according to the PCI/DSS standards.	Continuous, from the first day of the Contract	If Vendor has not met the requirement in section 2.16.3 of the scope of work, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
2.17.1	The Vendor must provide agreed upon escalation procedure or dispute resolution, determined in the Department's Implementation Plan, for the handling of all issues and problems, to include a detailed communication plan to all parties; e.g., Participant-Vendor, Vendor-Department, Vendor-Participant.	Vendor has provided agreed upon escalation procedures and communication plan for the handling of contract issues as described in section 2.17.1 of the scope of work.	As determined in the Department's Implementation Plan	If Vendor has not met the requirement, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution at the Vendor's cost.

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2.18.1	Data Accuracy - The Vendor must maintain an average [redacted] data accuracy level for ePayment transactions processed and/or transmitted during a six (6) month period. The result of the measurement will not be provided to the Department as it is not tracked by the vendor. The Department will provide an opportunity for Vendor to review the data used to calculate the measurement and respond regarding the metric.	Vendor meets the data accuracy level as describe in section 2.18.1 of the scope of work. The Department will perform a semi-annual measurement of data accuracy based on the volume of inaccurate data reported by a Participant to the Department.	Accuracy level – Continuous, from first day of Contract Cure - three (3) months after the approved plan	If Vendor fails to maintain the data accuracy level for the six (6) month period, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department for approval. The Vendor will have three (3) months after the approved plan to meet the requirement or the Department may terminate the contract.
2.18.2	Vendor Processing Systems - The Vendor must provide the Participant with secure and up to date processing systems and equipment and provide upgrades, modifications, and/or enhancements to include the following secure network connectivity: Support direct leased lines; Support site-to-site secure Virtual Private Networks; and Support IP-Address filtering and blocking.	Vendor's processing system provides secure and up to date processing systems as described in section 2.18.2 of the scope of work.	Continuous, from first day of Contract Cure - Within three (3) months after the approved plan	If Vendor fails to provide secure and up to date processing systems, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department for approval. The Vendor will have three (3) months after the approved plan to meet the requirement or the Department may terminate the contract.
2.18.3	The Vendor must provide the Department and Participants scheduled maintenance windows for maintaining and	Vendor has provided scheduled routine maintenance windows as described in section 2.18.3 of the scope of work.	Continuous, from first day of Contract	Affected Participant may withhold payment (excluding payment card pass-through charges - Interchange, dues

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	supporting operations as a part of the normal course of business. Routine maintenance shall be at the Vendor's expense.			and assessments, fines, penalties are considered pass-through charges) until Vendor is in compliance. This fee will be offset in the affected Participant's subsequent invoice.
2.18.4	Participant Project Testing Environment - The Vendor shall provide the Participant a test environment that mirrors, but does not require a separate setup, of the production environment. The test environment should be parallel to production environment including data connections, firewalls, and server environments. Testing will be supported by the Vendor in phases that will ensure operability and desired results in unit, system and acceptance testing and meet targeted production date and support/guidance for live testing.	Vendor has provided a test environment that mirrors a production environment for all testing requirements in section 2.18.4 of the scope of work.	Continuous, from first day of Contract	If the testing environment is not parallel and doesn't mirror the production environment the affected Participant will not be charged for any changes or modifications required as a result of this deficiency.
2.18.5	Data Transmission Security - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product	Vendor has met security protocol requirements agreed upon in the applicable Implementation Plan (based on the product chosen by the	Continuous, from first day of Contract	Based on the product chosen, the Participant may withhold monthly maintenance fee payments until security protocol is in place.

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	chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL	Participant) that safeguards data for each Participant-Level project as described in section 2.18.5 of the scope of work.		
2.18.5	Data Transmission Security - The Vendor must provide and ensure that each Participant-Level project utilizes security protocols (based on the product chosen by the Participant) that safeguards the confidentiality and integrity of information during data transmissions and are in compliance with PCI, e.g. HTTPS, 128-bit SSL	Vendor has met security protocol requirements agreed upon in the applicable Implementation Plan (based on the product chosen by the Participant) that safeguards data for each Participant-Level project as described in section 2.18.5 of the scope of work.	Continuous, from first day of Contract	Based on the product chosen, the Participant may withhold monthly maintenance fee payments until security protocol is in place.
2.18.6	Web Application Standards - The Vendor must provide application programming interfaces agreed upon in the applicable Participant's Implementation Plan using secure web application standards specific to web-based technology for application interface standards, e.g., OWASP and OASIS standards.	Vendor has used agreed upon application programming interfaces as described in section 2.18.6 of the scope of work.	Continuous, from first day of Contract	Participant may withhold monthly maintenance fee payments until the Vendor provides agreed upon application programming interfaces.
2.18.7	Notification of System Changes - Provide to the Department and the Participant, written notice for changes to existing	Vendor has provided written notice for changes to existing technology that would impact the functionality of the	As occurs	In the event the Vendor does not provide written notice or alerts as described in scope section 2.18.7, a corrective

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	technology (e.g. equipment, software) currently being utilized by the Participant. Additionally, if the technological changes are known by the Vendor to be of a nature which will impact the Department's or the Participant's applications, the notice shall include an alert to such impact.	Department's or the Participant's applications.		action plan will be created by the Vendor's Client Team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution at the Vendor's cost, or the Department will terminate the contract.
2.19.1	The Vendor must maintain policies and procedures on who has access to secure data, how access is controlled and the daily operation and management of systems consistent with ePayment data management and security standards.	Vendor has maintained policies and procedures consistent with ePayment data management and security standards as described in section 2.19.1 of the scope of work and Master Contract section 7.	Continuous, from first day of Contract	If the Vendor does not maintain policies and procedures as described in scope section 2.19.1 & Master Contract, section 7 a corrective action plan will be created by the Vendor's Client Team at their expense and presented to the Department or Participant for approval. The action plan will provide for an agreed upon resolution at the Vendor's cost, or the Department will terminate the contract.
2.19.2 & Master Contract sections 7 & 30 (f)	The Vendor must restrict access to unauthorized persons and maintain internal controls to monitor, detect, record or log system access activity where	Vendor has restricted access to unauthorized persons and maintained internal controls as described in section 2.19.2 of the scope of work, and Master	Continuous, from first day of Contract Within twenty-four	If the Vendor has not restricted access to unauthorized person(s) or has not notified the Department within twenty four (24) hours

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	relative to this Contract. The Vendor must notify the Department, within twenty-four (24) hours of being made aware of any unauthorized activity.	Contract sections 7 and 30 (f), which shall be no less stringent than AP&P 4-03, Information Technology Security Policy, or more stringent security standards if applicable, e.g., PCI DSS.	(24) hours of being made aware of any unauthorized activity.	of any unauthorized activity, where relative to the Contract, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.19.3	The Vendor will provide options to protect cardholder information in order to meet PCI DSS as follows: Truncation, as defined in section 2.19.3 of the Scope of Work; Encryption, as defined in section 2.19.3 of the Scope of Work; and Tokenization, as defined in section 2.19.3 of the Scope of Work. • At Point of Sale • Upon Authorization	The Vendor has provided options to protect cardholder information and meet PCI DSS as described in section 2.19.3 of the scope of work.	Continuous, once requested by a Participant	The Vendor will be subject to the remedies of applicable Florida law and PCI DSS. If an option is not provided within the time required in section 2.19.3, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department and Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Department may terminate the contract.
2.19.4	Exit Transition Assistance Plan: The Vendor must provide access to the Participant's data by extending access to the Vendor's reporting tool for a	At contract cancellation, termination or expiration, the Vendor has agreed to provide access to the Participant's data utilizing the Vendor's	Each of twelve (12) months after contract cancellation, termination or	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created by the Vendor's client team

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	period of twelve (12) months after contract cancellation, termination, or expiration. The Vendor must make all State Data and Shared Data accessible to the Department.	proprietary reporting tool as described in section 2.19.4 of the scope of work.	expiration.	and presented in person to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Vendor will refund any amount paid for this requirement and provide a mutually agreed upon alternative method of providing the required data, as described in 2.19.4 of the Scope of Work, to the participants.
2.20.1	The Vendor must provide annual certification, within sixty (60) days after the Contract anniversary date, of the existence and adequacy of their disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster. The certification or the SSAE must be executed by an independent auditor or regulator as to the successful performance of the annual Disaster Recovery test.	The Vendor has provided annual certification at an agreed upon date of the existence and adequacy of their disaster recovery plan that assures business continuity, for the Department and Participants, during a disaster as described in section 2.20.1 of the scope of work.	Within sixty (60) days after Contract anniversary date.	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created by the Vendor's client team and presented in person to the Department for approval. The action plan will provide for a mutually agreed upon resolution or the Department will terminate the contract.
2.20.2	Disaster Recovery Response- Provide in advance the order of succession for assigned officer and key staff that the	The Vendor has provided updated information for key managers and staff to contact during a disaster as described in	2.20.2 Continuous, from first day of Contract	As a remedy and at the expense of the Vendor, if this requirement has not been met, an action plan will be created

Section	Requirement	Performance Metric	Due Date	Financial Consequences
2.20.3	Department works with in the regular course of business. Provide a process for notifying the Department when the Vendor's ability to do business with the Department has been compromised within four (4) hours.	section 2.20.2 & 2.20. 3 of the scope of work.	2.20.3 Within four (4) hours of compromise.	(by the Vendor's client team) at Vendor's cost, and presented in person to the Department for approval.
2.20.4	The Vendor must have an established secure back-up system for services and report delivery if the web-based system is unavailable. This back-up must be functioning within 24 hours during the first year and thereafter eight (8) hours of the occurrence.	The Vendor has timely provided a functioning back-up system as described in section 2.20.4 of the scope of work.	Continuous, from first day of Contract Within the hours of the occurrence as stated in 2.20.4.	
Account Updater	The vendor must have no more than 3 documented credit cards that are erroneously not updated on a quarterly basis.	No more than 3 documented credit cards that are erroneously not updated on a quarterly basis.	Quarterly.	If the vendor has not met the requirement in full, a corrective action plan will be created by the vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Participant may terminate the service.
Account Updater	Implementation is 8 – 10 weeks after receipt of Request Form	Implementation is 8 – 10 weeks after receipt of Merchant signed	8 – 10 weeks after receipt of Request	If the vendor has not met the requirement in full, a

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	dependent on Agency resources to implement and Project plan.	Request Form dependent on Agency resources to implement and Project plan.	Form dependent on Agency resources to implement and Project plan.	corrective action plan will be created by the vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution or the Participant may terminate the service.
Data File Manager	Data File Manager will allow Customer to create and generate customized raw data files containing summary or detailed information in connection with Customer's payment processing based on set up tools that are provided by BAMS in connection with the application. Data File Manager Services provide an application that allows Customer to access certain underlying payment processing data files directly in order to create, test and manage customized data file summary reports that can be uploaded to Customer's systems to perform reconciliation, reporting or other management functions. Custom reports created by Customer using the Data File Manager	Vendor has provided the data file manager service as needed by the customer.	As needed.	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.

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	Services may be generated on a weekly, daily or as needed basis. Implementation – 6 – 8 Weeks after receipt of Request (assuming full client participation in implementation/testing).			
Data File Manager	Implementation is 8-10 weeks after receipt of Request Form dependent on Agency resources to implement and Project plan.	Vendor has implemented the Data File Manager product 8-10 weeks after receipt of Merchant signed Request Form in conformity with the specifications of the Data File Manager Addendum to the MSA.	8-10 weeks after receipt of Request Form in conformity with the specifications of the Data File Manager Addendum to the MSA.	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
Dynamic Currency Conversion	The Dynamic Currency Conversion (DCC) has provided the currency conversion product that is a secure and compliant credit card processing solution that provides businesses the ability to offer their international customers the choice to pay in their own currency or USD. With DCC, businesses will accept foreign MasterCard and Visa cards at the POS in traditional face-to-face transactions, as well as in	Vendor has accurately provided the currency conversion service in conformity with the specifications of the DCC Addendum to the MSA.	Continuous.	If the Vendor is not able to fully support Dynamic Currency Conversion, the Participant will be allowed to obtain services from another service provider.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	card-not-present (CNP) environments.			
Dynamic Currency Conversion	Implementation is 2-3 weeks after receipt of request (download to terminal required for POS installations). Note the deliverable timeframe is based on an order of 1 - 10 set-ups; larger group orders to be implemented at mutually agreed upon timeframe.	Vendor has implemented the DCC product 2 - 3 weeks after receipt of request (download to terminal required for POS installations).	2 - 3 weeks after receipt of request (download to terminal required for POS installations).	If the Vendor is not able to fully support Dynamic Currency Conversion, the Participant will be allowed to obtain services from another service provider.
PayPoint	Vendor will provide Customer with a payment administration solution that allows Customer to use an internet based gateway to manage consumer payments and payment transaction data initiated and submitted via in-person, point-of-sale, payment kiosk, web based applications, customer representative assisted calls or interactive voice response ("IVR") channels. The PayPoint Services will enable Customer to (i) consolidate payment output files with the PayPoint Services posting file(s); (ii) review Consumer payment reporting; (iii) perform detailed Consumer payment	Vendor has provided a solution for a gateway for multiple payment solutions.	Continuous.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support PayPoint services, the Participant will be allowed to obtain services from another service provider.

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	<p>research related to status, date tracking, time tracking, successful or negative payment results and payment reconciliation; (iv) review Consumer payment authorization and return processing information; (v) perform Consumer payment void and refund processing; (vi) track Consumer payment chargeback and settlement activity; (vii) apply notes to specific Consumer payments or transactions; (viii) process, single, recurring or ad hoc Consumer payments; (ix) set-up, access and manage multiple, individual Consumer accounts; and (x) add certain Customer personalization (e.g., Customer specific logo, color theme and/or text) to Customer's website and/or IVR (defined below), if hosted or provided by BAMS. Dependent on Agency depth of integration and resource constraints and requests for custom development.</p>			

Section	Requirement	Performance Metric	Due Date	Financial Consequences
PayPoint	Implementation is a minimum of 4 weeks (and can take up to 6 months) after receipt of Request Form.	Vendor has implemented the PayPoint product no more than 6 months after receipt of Merchant signed Request Form.	No more than 6 months after receipt of Request Form.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support PayPoint services, the Participant will be allowed to obtain services from another service provider.
TransArmor	The "TransArmor Services" will provide Customer with (a) encryption of point-of-sale data, including, historical transaction data, card number, and track 1 and track 2 magnetic stripe data, related to payments or non-monetary electronic transactions (e.g., loyalty transactions) when such data is uploaded and sent to BAMS for processing; and (b) tokenization of the authorization response	The Vendor will provide the service as agreed to and signed per the Merchant Request Form.	As agreed to and signed by the Vendor and Customer in the optional MSA	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support Transarmor services, the Participant will be allowed to

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	that BAMS provides to Customer in connection with processing the point-of-sale or non-monetary, electronic transaction data Customer submits by converting and replacing BAMS' authorization response data with a token value (a "Token"). BAMS will provide Customer with an encryption key that must be used to encrypt Card data upon upload for transmission to BAMS in connection with the TransArmor Services.			obtain services from another service provider.
TransArmor	Merchant Account Entitlement will be activated 5 – 7 Business days after the Request Form has been received.	Merchant Account Entitlement will be activated 5 – 7 Business days after the Merchant signed Request Form has been received.	5 – 7 Business days after the Request Form has been received.	If Vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon Resolution. If the Vendor is not able to support Transarmor services, the Participant will be allowed to obtain services from another service provider.

Section	Requirement	Performance Metric	Due Date	Financial Consequences
TeleCheck	TeleCheck will provide Subscriber with its Internet Check Acceptance (ICA) electronic check based payment processing services that allow Consumers to initiate a payment via the Internet as an electronic fund transfer and accompanying warranty services ("ICA Services"). TeleCheck will credit each Warranty Transaction processed under this Agreement via electronic fund transfer as part of a batch credit to Subscriber's account.	The Vendor will provide the service as agreed to and signed by the Vendor and Subscriber in the TeleCheck Agreements.	As agreed to and signed by the Vendor and Subscriber in the TeleCheck Agreements.	If the Vendor is not able to fully support Internet eCheck guarantee services, the Participant will be allowed to obtain services from another service provider. Delivery SLA is for one to five set ups. Larger volume requests will be mutually agreed upon for fulfillment timeframes.
Telecheck	Services are to be implemented 7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	Vendor has implemented the services 7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	7 - 10 business days after receipt of the Request Form for the Welcome Email with set up instructions to be sent to the Merchant.	If the Vendor is not able to fully support Internet eCheck guarantee services, the Participant will be allowed to obtain services from another service provider. Delivery SLA is for one to five set ups. Larger volume requests will be mutually agreed upon for fulfillment timeframes.
MobilePay	Vendor will provide MobilePay Services in connection with the Wireless Services BAMS provides. The MobilePay Services will provide Customer	The Vendor will provide the service as agreed to with Merchant signed Request Form.	As agreed to by the Vendor and Customer in the optional MobilePay	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	with access to a mobile payment gateway that enables Customer to use a Wireless Services compatible, web-enabled mobile device with a data plan and web browser capable of processing XHTML Mobile Profile pages in order to: (a) log onto a secure website application, (b) enter certain consumer credit card transaction information for which it is prompted, (c) submit the transaction information to BAMS for processing, (d) receive an authorization or decline message for transactions submitted to BAMS for processing, (e) receive an electronic receipt for authorized transactions; and (f) send such electronic receipt to the consumer e-mail address(es) after the transaction is complete.		Addendum to the MSA.	team at their expense and presented to the Department or Participant for approval. The action plan will provide for a mutually agreed upon resolution.
MobilePay	Implementation is 7 - 10 Business days after request Form Received - Card Reader and Welcome Email to be provided to the Merchant (in addition to the set up of the Merchant ID if needed - which	Vendor has Implemented the services 7 - 10 business days after receipt of the Merchant Signed Request Form - Card Reader and Welcome Email to be provided to the Merchant (in addition to the set up of the	7 - 10 business days after receipt of the Request Form - Card Reader and Welcome Email to be provided to the	If the vendor has not met the requirement in full, a corrective action plan will be created by the Vendor's client team at their expense and presented to the Department

Section	Requirement	Performance Metric	Due Date	Financial Consequences
	can be an additional 7 – 10 business days)	Merchant ID if needed – which can be an additional 7 – 10 business days)	Merchant (in addition to the set up of the Merchant ID if needed – which can be an additional 7 – 10 business days)	or Participant for approval. The action plan will provide for a mutually agreed upon resolution.

