City of Memphis, Tennessee

Request for Proposal

RFP No. ____26988______
Electronic Payments Processing Services and Solution Provider

Proposal Due Date: Friday, October 24, 2014
Time: 2:00 p.m., Central Time

Purchasing Department
City of Memphis, Tennessee
125 North Main Street, Room 354
Memphis, TN 38103

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The City of Memphis, Tennessee (City) seeks to solicit proposals from qualified companies to provide electronic payment processing services to support an electronic payment solution. The Electronic Payment Solution (E-Payment) will be a citywide service to provide certain service centers with the technology to allow their customers options for paying for City services. The solution should provide a full range of E-Payment services including at a minimum credit and debit cards payments, and checking account payments via ACH, and utilizing web based, mobile, and interactive voice response (IVR) platforms.

The E-Payment shall be provided in accordance with all applicable card transaction security rules and regulations including Payment Card Industry and Data Security Standards Level 1 compliance, all laws, and any other governing authority requirements as may apply.

1 ADMINISTRATIVE INFORMATION

1.1 Background

In 2009, the City entered into a contract with its current vendor to provide a platform for electronic payments. The vendor contract expires in December 2014. The City is seeking a competitive solicitation to establish a new contract. The services will be used by the following divisions or departments: Treasury (tax collections and metro alarms), City Court (parking citations), Parks and Neighborhood (user fees), and Engineering (parking meters).

The City currently allows vendors to charge a convenience fee for certain services. The fees vary depending upon the type of payment. However, the City incurs and pays all fees relating to parking meters and all donations. It should be noted and taken into consideration for preparation of the Cost and Fee Proposal that the Treasury Office is expected to transfer the collection of property taxes to the Shelby County Trustee in July 2016. Proposers may submit a separate Cost and Fee Proposal for the period after the responsibility for collecting property taxes is transferred to the trustee. Itemization of services and associated costs and fees are recommended

The E-Payment solution should improve the City's ability to efficiently and accurately conduct various types of credit card, debit card, and e-check collection transactions; manage financial information; allow for integration into existing City operations; interact and interface with existing Treasury department systems; improve workflow; and maintain data integrity.

The City will consider accepting other forms of payment or services the Proposer may offer if the City deems them a beneficial service to either the City or the public. Proposers are encouraged to offer alternative proposals which may include additional services and associated costs which should be designated as "Alternative Proposal(s)".

1.2 Single Award

The City intends to award the contract to the best qualified Proposer. Proposals that include multiple Proposers must clearly identify one Proposer as the "prime contractor" and all others as subcontractors.

1.3 Contract Term

The initial contract term will be for a period of three (3) years. The City reserves the option to extend the contract term for up to three (3) additional one-year periods.

1.4 Schedule of Events and Deadlines

Events	Date
RFP Release	September 25, 2014
Deadline for Questions	October 10, 2014 by 2:00 p.m.
Responses to Questions Posted	October 17, 2014
Sealed Proposals Due to the City	**October 24, 2014 by 2:00 p.m.**
Proposal Evaluations	Week of October 27, 2014*
Software Demonstrations/Interviews (City's option)	Week of November 3, 2014*
Announcement of Successful Proposer(s)	November 10, 2014*
Implementation/Transition Completion	December 31, 2014

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* Estimated, subject to change.

2 COMMUNICATIONS WITH THE CITY

2.1 Sole City Contact

All communication concerning this procurement must be directed to the Purchasing Department. Unauthorized contact regarding the RFP with other City employees including elected officials may result in the Proposer being disqualified. The point of contact for the City this RFP procurement process shall be:

Eric Mayse
Purchasing Agent
Purchasing Department
125 North Main Street, Room 354
Memphis, Tennessee 38103
Phone: 901-576-6107
E-Mail Address: Eric.Mayse@memphistn.gov

2.2 Receiving Addenda and/or Question and Answers

The City will accept written questions and inquiries concerning the product and services described in this RFP. E-mail all questions to the Purchasing Department. **The deadline closing date for submission of written questions and inquiries is October 10, 2014, 2:00 pm., Central.** Only written responses to written communications shall be considered official and binding upon the City. The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested Proposers. The City will make this available on the City website at: **http://memphistn.gov**.

Notwithstanding efforts by the City to provide such notice to known Proposers, it remains the obligation and responsibility of the Proposer to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Proposer from the sole obligation for learning of such material.

2.3 Errors and Omissions

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct to secure comparable proposals. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, such Proposer shall notify the City of such error in writing and request modification or clarification of the document.

3 SUBMISSION REQUIREMENTS

All proposals shall be clearly identified, labeled and delivered by the due date in a sealed package with the following information:

RFP No.______26988_________
Electronic Payments Processing Services and Solution Provider
for the City of Memphis, Tennessee
c/o: Purchasing Department,
125 North Main Street, Room 354
Memphis, Tennessee 38103

The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, electronic transmission or delivery by any other means. It is the sole responsibility of the Proposer to ensure that his/her proposal reaches the Purchasing Department by the designated date and hour indicated on the cover page and/or addendum, as applicable.

3.1 Proposal Format

The proposal should be organized in the exact order in which the requirements are presented in the RFP. Proposers are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. The response should be complete and comprehensive, with corresponding emphasis on being concise and clear.

Each Proposer must provide one (1) original hard copy, ten (10) hard copies and one (1) digital copy with all files saved in portable document format (pdf) on a CD Rom. **The original proposal is to be clearly marked as "original" on the outside cover and contain original signatures.** The hard copy proposals shall be presented in a professional manner such as spiral bound, perfect bound or professional grade folder/ three ring binders. Fax and e-mail copies **will not** be accepted as an alternative to the hard copy requirement.

The original hard copy proposal shall be prepared on standard 8-1/2" x 11" paper. Each page shall be consecutively numbered and identified sequentially by section. The original hard copy proposal must be tabbed and indexed in accordance with the information requested in the general and technical requirements. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal. Manuals and other reference documentation may be bound separately. The electronic copies saved in the portable document format (pdf) will have the same information as the original proposal and be in the same sequence.

The proposal must be submitted in a sealed package and clearly addressed as indicated above. Failure to provide the proposal shall result in disqualification of the Proposer's proposal submitted.

3.2 Proposal Preparation Costs

The City shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, on-site demonstration/web presentation or other costs incurred by participating in this procurement process.

3.3 Right to Submitted Material

All responses, inquires or correspondence relating to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Proposer will become the property of the City of Memphis Office of Information Services when received, and will not be returned.

3.4 Competitive Offer

The signer of any proposal submitted in response to this RFP certifies that their proposal has not been arrived at collusively or otherwise in violation of city, state, county, or federal laws.

3.5 Negotiations

The City may elect to negotiate with one or more Proposer by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The City reserves the right to conduct multiple negotiation rounds or no negotiations at all.

3.6 Rejection of Proposals

The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification. The City reserves the right, at its sole discretion, to reject any and all proposals received in response to this RFP, to cancel this RFP and/or to waive any technicality in entirety as determined to be in the best interests of the City.

Any proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the proposal may be rejected. Proposer must comply with the terms of this RFP and all applicable Federal, State and Local laws and regulations.

3.7 Effective Dates of Offer

All proposals shall be valid for a period of one hundred eighty (180) days after the proposal submission deadline. The one hundred eighty (180) days may be extended by mutual agreement of all parties.

4 PROPOSAL CONTENT

All proposals will be considered and evaluated based upon Proposer's responses to this RFP. If any pertinent information is not provided, the offer may be rejected from consideration. Proposer must provide a response to all items in the order listed

4.1 Qualifications

This section requests information relating to the Proposer's organization, personnel, and experience that shall document its qualifications and capabilities to perform the services described in this RFP.

4.1.1 Cover Letter

Prepare a formal transmittal/cover letter on official company letterhead must contain the following: Letter of introduction, executive summary, and statement of interest. The transmittal/cover letter must be signed by person(s) with authority to bind the Proposer and include the following information:

- Full name, address, and telephone number of the Proposer;
- Contact person authorized to obligate the firm for this engagement;
- Federal Tax Identification Number;
- Legal status (type of business organization, such as company, corporation, limited liability partnership, etc.) and the state in which the business is organized.
- Provide the location of company headquarters and the office that will serve as the primary contact during implementation.

4.1.2 Company Experience

Provide a company organizational chart.

Provide a brief history and company overview.

How many years has the company been engaged in implementing payment processing packaged software systems similar in size to the City in public or private environments?

State whether or not your firm and any subcontractors are Payment Card Industry Data Security Standard (PCI DSS) Level 1 compliant and certified.

State the number of transactions your firm and each subcontractor processed during the period beginning January 1, 2013, and ending December 31, 2013.

Describe your company's experience in providing similar processing services for other clients.

How many clients do you currently have?

What was your client retention rate for each of the last five years, 2009 - 2013? Please provide specific percentages for each year?

Please list all sister companies, joint ventures, 3rd party dependencies, outsourcing or subcontracting that will be involved in creating and delivering your solution including business/financial and technical contacts for each organization.

List the last five (5) clients you have lost. Please specify their reasons for discontinuing services with your company.

Is there any pending legal action against your company? If yes, please describe.

Please provide any additional information you believe will be useful in our decision.

4.1.3 Financial Information

Responses to this Section 4.1.3 should be in a separate seal envelope and submitted to the City's Financial Advisor. Only one set of documents is necessary. The financial advisor will review the responses and provide the City with a brief statement regarding the financial stability of the Proposer. The envelope should be marked "Confidential Information" and sent to:

Pamela Z. Clary, Principal ~ Executive Vice President
ComCap Advisors, a division of Community Capital
1708 Monroe Avenue ~ Memphis, TN ~ 38104

What was your company's annual gross revenue during the last three fiscal years?

What was the average annual company sales volume for payment processing software for the previous three fiscal years?

What percentage of gross revenues from payment processing does the sales volume represent?

Attach a copy of the company's audited financial statements for the last three (3) years or other acceptable evidence of financial stability. If three (3) years of financial information are not available (i.e., the Proposer has not been in business for three (3) years, this information shall be provided to the fullest extent possible). If providing less than three (3) years, Proposer must explain why the information is not available.

4.1.4 Staff Qualifications

Provide a diagram that illustrates the Proposer's project organization. Include the names of key project staff and any subcontractors. Identify all internal and external communication paths, including within the Proposer's project staff and between the Proposer and City project staff.

Provide brief resumes for all key staff members. Resumes for each person shall include the following information: current position with the company; years with the company; project position to be staffed; education and training; work experience; technical skills and qualifications relevant to the engagement; specific description of experience in working with the proposed software/system, including experience in system design, installation, support, training or management, if applicable.

The City asks that the Proposer has a minimum of one (1) Minority and/or Woman Senior Staff Member that will work on the Proposer's project with the City throughout the life of the contract. In addition, the City requires that the Proposer submit an annual diversity and inclusion report to the Division of Finance and to the Office of Contract Compliance regarding the participation by a Minority and/or Woman Senior Staff Member.

Describe the project roles and responsibilities for each key staff member and subcontractor identified in the Project Organization diagram.

4.1.5 Location of Key Staff

The City prefers to work with a Proposer that has key staff or project teams located near the City. Provide a list that describes the geographic distribution of key staff members. If key staff members or project teams are available to work locally, please provide information regarding the duration of their availability.

4.1.6 References

Provide a list of five (5) clients where work similar to what is being requested in this RFP was performed within the preceding twelve (12) months. Provide an overview of the services in use and contact information for each client: company name, address, contact person, phone, email address and dates work was performed.

4.1.7 Ability to Meet Proposed Schedule

Provide a statement describing your ability to meet the proposed schedule.

4.2 System Functionality and Performance

Credit card transactions and the storing of credit card holder information will not be allowed to be resident or traverse the City's data network. See Exhibit A of this RFP for a list of questions regarding System Functionality and Performance Questions and Exhibit B for a list of System Functionality and Performance Requirements.

4.3 Detail Cost and Fee Schedule

Cost and fee schedules must include all costs to the end user and the City for each transaction by product type. The City wishes to use a Convenience Fee structure for Tax Collections, Citations, Metro Alarms, Library, and Golf and an Absorbed Fee structure for Parking Meters, Animal Shelter, and all donations. End users will pay transactional costs under the Convenience Fee structure and the City will absorb all costs under the Absorbed Fee structure.

In addition, the City has plans to implement two additional programs which would utilize the services of the selected Proposer. Under the proposed Adopt-a-Block program, financial donations will be accepted from citizens of Memphis and earmarked for blight remediation efforts on streets of the donator's choice. This program will utilize the Absorbed Fee structure.

Under the proposed Vacant Property Registry program, an annual fee of $200 will be charged to property owners and/or mortgage companies for having vacant, abandoned and delinquent taxed properties within the City of Memphis. This program will utilize the Convenience Fee structure. Last year an estimated 330 property owners paid the $200 fee.

Be advised that the City is anticipated to transfer its tax collection responsibilities to the Shelby County Trustee in July 2016. Proposers are permitted to propose a separate Cost and Fee Schedule for the period beginning July 1, 2016, assuming the responsibilities for property tax collections is transferred to the County Trustee

Include all fees that your firm may charge either the City or the end user including, but not limited to, transactional fees, implementation fees, configuration/development fees, charge back fees, NSF fees, customization fees, training fees, and fees or costs for any equipment.

Refer to Exhibit C for historic transaction data for each service center.

4.3.1 Sample Fees/Charges for Parking Meters

The table below provides details for E-Payments received for Parking Meters during the month of June 2014. Based upon your proposed fee schedule, please indicate what your firm's fees and charges would be for the same number, type, and amount of transactions**.** Include all fees and charges such as credit card charges, card association fees, authorization fees, reporting fees, and other fees and charges.

Card Type	Item Count	Amount
Discover Card	451	$ 651.25
Visa	4,575	6,407.92
Master Card	12,513	17,347.32
Total	**17,539**	**$ 24,406.49**

4.3.2 Credit Card Swipe Devices and Other Equipment

The City may have a need for six (6) over-the-counter credit/debit card swipe devices, five (5) mobile shuttle devices for credit card transactions, and two (2) tablet devices for self-serve locations. Please provide brand names and model descriptions in addition to estimated costs for the above equipment based on unit costs for individual items as well as configuration fees, if any, for the devices.

5 EVALUATION CRITERIA

Proposals submitted in reply to the RFP will be evaluated by a City selection committee. The objective is to enter into a contract with the best qualified Proposer. Proposals will be evaluated based upon criteria that include, but is not limited to the following:

Criteria	Points
• Cost to City/User	25
• Qualifications and Experience	30
• Settlement Funding and Reporting	20
• Equipment and System	20
• References	5

Cost to City/User through Convenience and Payment Processing Fees - Variables considered in evaluation of this category may include but are not limited to the payment, processing and convenience cost for on-line web-based, pay-by-phone, mobile device and point of sale transactions for the following card types and applications:

- ACH/Electronic Check
- MasterCard, VISA, Discover Card, American Express and Debit cards
- Returned ACH
- Monthly account charges
- Convenience fees
- All other potential cost and fees associated with the proposed solution.

Qualifications and Experience - Variables considered in evaluating this category may include but not be limited to the following:

- Company background.
- Proposer has been performing services required by the RFP for at least five years.
- Project experience of the company in relation to the ability to provide scope and quality of service as outlined in the RFP.
- Capacity and capability of the business to perform the work, including any specialized services, within the time frame.
- Past experiences and background regarding providing electronic payment collection services as required in the RFP.
- Proposed project team, members, and organizational structure, including an assessment of the composition and capabilities of the team members who will be specifically involved in the project.
- Account Management.
- Implementation Timeline.
- Innovative or creative approach.
- Financial Statements illustrating Proposer’s financial stability.
- Customer/Client References from similar implemented electronic payment and collection services projects.
- Quality, Responsiveness and Completeness of the Proposal as it addresses the needs outlined in the RFP.

Settlement Funding and Reporting – Variables considered in evaluating this category will include but not be limited to the following:

- Settlement Timeframe
- Charge backs and reverse Timeframe
- Ad-Hoc Reporting
- Detailed Auditable Reporting
- Downloadable Transaction Detail
- On-line Services
- Exception Monitoring

Equipment and System – Variables considered in evaluating this category will include but not be limited to the following:

- Reliability and Ease of Data Transfer
- Types of Connectivity

- Fraud Detection and Prevention
- System Security and Back-up Procedures
- Equipment, peripherals and supplies to include type and quantity of equipment provided, supplies provided and proposed plan for replacing/upgrading equipment

6 CONTRACT TERMS AND CONDITIONS

6.1 Subcontracting

The Proposer will not assign this contract. Nor shall the Proposer subcontract or permit anyone, other than the Proposer's personnel, to perform any of the services, except with the written consent of the City.

6.2 Indemnification

Proposer shall indemnify, defend and hold harmless the City, its respective agents, officers, employees, and elected and appointed officials from and against any and all losses, claims, suits, actions and costs of any kind, including all reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with, the (i) negligent or intentional acts or omissions of Proposer or Proposer personnel, or (ii) breach by Proposer of any term of this Agreement. In addition, Proposer shall indemnify, hold harmless and defend the City from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any United States' patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Proposer's work under this Agreement.

6.3 Confidentiality

Each Party acknowledges that certain material and information, which has or will come into the possession or knowledge of each in connection with this Agreement, may consist of confidential and proprietary data and information, the disclosure of which or use by third parties will be damaging. Both Parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to its employees requiring such information, and not to release or disclose it to any other Party.

All software or other programming documentation originated and developed by the Proposer prior to commencement of this Agreement, and furnished to the City by the Proposer in the performance of its obligations under this Agreement, shall remain the property of the Proposer. The Proposer agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Agreement, whether or not the same is accepted or rejected by the City, shall remain the property of the City and shall not be published by the Proposer or any other party without the express prior written consent of the City. In implementing the foregoing, the Proposer hereby grants and assigns to the City all rights and claims of whatever nature, whether or now or hereafter, arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Proposer to the City upon the Proposer's delivery of such documents and/or information to the City or upon completion of the Project, whichever occurs first. The Proposer shall not construe such transfer as a grant for usage nor can the Proposer revoke it. The Parties may provide licenses, agreements for use, or other options, one Party the other, as may be mutually agreed upon relative to this Agreement.

The Parties acknowledge that, in the course of complying with their obligations under this Agreement, they may be provided, learn or have access to certain confidential and proprietary information of the other Party, including, but not limited to, computer programs, software technical information, business know-how, ideas, financial information, customer information, sales and marketing information, business information/strategies, products and services, product and service development plans, actuarial studies, analysis or pricing, representative and agent information, formulas, program files, flowcharts, drawings, techniques, source and object code, standards, specifications, notes, analyses, compilations, studies, interpretations, designs, processes, systems, business plans, business opportunities, finances, patents, copyrights, trademarks, trade secrets, research development and documentation ("Confidential Information").

The Parties acknowledge that Confidential Information also includes confidential information as a matter of law (e.g., personnel records), nonpublic personal financial information and/or nonpublic personal medical information, information regarding the terms, conditions, and pricing of this Agreement and other information that the Proposer has been advised by the City is confidential, privileged or proprietary. The Parties agree, to the extent permitted by law, that they will keep strictly confidential any Confidential Information of which they learn and will not disclose the Confidential Information to any person, firm or organization without the express written permission of the disclosing Party. The Parties agree that the receiving Party will: (i) hold Confidential Information in confidence and implement appropriate measures to ensure the security and integrity of all Confidential Information from any anticipated threats or hazards and from unauthorized access or use, including, but not limited to, implementing measures the receiving Party employs with respect to its own confidential information; (ii) not divulge any Confidential Information or any information derived there from to any third person; and (iii) not make any use, whatsoever, of Confidential Information except to comply with the terms of this Agreement.

The Parties agree that the term "Confidential Information" will not include products or information which: (i) are or become generally available on a non-confidential basis from a source other than a Party or its Representatives (unless, to the Party's actual knowledge, such information was provided by such source in violation of a confidentiality agreement); (ii) are already known to or in the possession of the receiving party prior to receipt; (iii) are used or released with the prior written approval of the disclosing Party; (iv) are independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (v) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such event the receiving Party producing the Confidential Information agrees to notify the disclosing Party immediately so that the disclosing Party may, if it so decides, seek a protective order or otherwise object to production of such Confidential Information.

The Parties agree that they: (i) will not copy, reprint, duplicate or otherwise reproduce in any form whatsoever the Confidential Information or any part thereof for distribution outside of the Parties without the express written consent of the other Party; and (ii) at a Party's request will return to the requesting Party (or destroy) all Confidential Information and copies or reproductions thereof. If a request is made to destroy Confidential Information and copies, extracts or reproductions thereof, a certification will be provided to the requesting party that destruction had been made.

6.4 Warranties

With respect to Services, Proposer warrants to City that: (i) it shall perform the Services according to the terms and conditions of this Agreement and in conformity with standards and ethics of Proposer's profession, (ii) all material furnished and Services performed by the Proposer pursuant to this Agreement shall conform to and perform in accordance with specifications supplied by City and be free from defects in material and workmanship, and (iii) the Proposer has the technical ability, expertise and manpower, and is in a position, to proceed diligently with the performance and the supervision of the Services to be performed hereunder, and no other job subsequently undertaken by the Proposer will be given priority over the Services to be provided hereunder.

6.5 Public Statements

The Proposer shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the Services, without first obtaining written consent from the City. The Proposer shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

6.6 Employment of City Workers

The Proposer shall not engage or employ, on a full, part-time or any other basis during the term of this Agreement and for a period of one year after the contract termination or expiration, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the City.

6.7 Subcontracting, Assignment and Transfer

The Proposer shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the Proposer from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the Proposer's obligations to its transferors or subcontractors. Upon request of the city, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer.

6.8 Conflict of Interest

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Proposer covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Proposer covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Proposer warrants that no part of the total contract amount provided therein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Proposer in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

6.9 Contingent Fees

The Proposer warrants that it has not employed or retained any Proposer or person other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any Proposer or person, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the aware or making of this Agreement. For breach or violation of this provision, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

6.10 Nondiscrimination

The Proposer hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide, in whole or in part, that no personal shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Proposer's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal State or statutory law. The Proposer shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event the Proposer fails to comply with the city's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by the Proposer and in the event a finding of discrimination is made and upon written notification thereof, the Proposer shall take all necessary steps to cure any rectify such action to the reasonable satisfaction of the City. The Proposer's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

6.11 Contract Amendment

After contract award, the City may request the selected Proposer to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Proposer may be compensated. In such instances, the City will provide the Proposer a written description of the additional goods or services. The Proposer must respond to the City with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Proposer's response to this RFP. If the City and the Proposer reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the City and the Proposer

6.12 Severability

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect without being impaired or invalidated in any way. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties agree to replace any invalid provision with a valid provision that most closely approximates the parties' original intent.

6.13 Audit

The Proposer shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Proposer shall retain such records, and shall make available to the City, upon reasonable request, during the terms of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request.

Upon reasonable notice, the Proposer shall permit the City, any other governmental entity, or agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Proposer's offices, during regular business hours, to interview employees and to inspect any/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Proposer. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

6.14 M/WBE (Minority/Women Business Enterprise) Program

The City has a Minority/Women Business Enterprise Program that is designed to increase the participation of minority and women owned businesses in the City's contracting activities. M/WBE Definition – Minority-owned business are defined as those that are 51% owned and controlled by African Americans. Women-owned businesses are defined as those that are 51% owned and controlled by one or more women, but not African Americans. The City also encourages non-M/WBE Proposer to seek participation in this proposal with an M/WBE Vendor.

For information regarding certification as an M/WBE Vendor, please contact: Ms. Taunya M. Falkner at (901) 636-6542.

6.15 Insurance Coverage Requirements

The Proposer is required to provide copies of the insurance policies upon request.

The Proposer shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Proposer shall furnish the City of Memphis Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City and licensed in the state of Tennessee.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the Proposer may be withheld until those requirements have been met. Or, at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Proposer.

The Proposer shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Proposer, its employees, subcontractors, or agents, or any negligent act or omission of Proposer, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
2714 Union Extended, Suite 200
Memphis, TN 38112

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

6.15.1 Workers Compensation:

The Proposer shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability $100,000 Each Accident
$500,000 Disease – Policy Limit
$100,000 Disease – Each Employee

6.15.2 Automobile Liability:

Automobile insurance requirement will be waived; however, the successful Proposer will be required to provide a letter stating that it will not conduct business on City property.

6.15.3 Fidelity Bond/Employee Dishonesty:

For losses arising out of or in connection with computer fraud, fraudulent or dishonest acts committed by the employees of Company, acting alone or in collusion with other, including the property and funds of others in their care, custody, or control with MINIMUM LIMITS OF:

$10,000,000 Each Occurrence/Aggregate

6.15.4 Commercial General Liability:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

$1,000,000	General Aggregate
$1,000,000	Products – Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence (Bodily Injury and Property Damage)
$ 50,000	Fire Damage any one fire
$ 5,000	Medical Expense any one person

6.15.5 BANKERS' PROFESSIONAL LIABILITY:

The Proposer shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS OF:

$25,000,000 Each Professional Incident / Aggregate.

6.15.6 Property Insurance:

The Proposer shall be responsible for maintaining any and all property insurance including electronic data processing on their own equipment and shall require all sub-contractors to do likewise. The Proposer shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Proposer.

EXHIBIT A

SYSTEM FUNCTIONALITY AND PERFORMANCE QUESTIONS

In your proposal please address each of the discussion items below.

OVERVIEW OF SOLUTION

- What specific hardware or software must be purchased in conjunction with your proposed solution? If applicable, please explain and specify the cost(s) and model number(s).
- How much of your organization's capacity (facilities, hardware, software or staff) will be needed to support this opportunity? Describe how your application/infrastructure can handle increasing transaction/user volumes.
- Please provide a detailed diagram of the flow of information within the proposed solution. Please be specific about which flows are real-time vs. batch processes.
- Please describe communication protocols for data exchange between our organization and yours. Please include the number and types of files required. Also describe your ability to leverage existing file formats and delivery methods.
- Describe the tools to be used by our personnel in tracking bills and payments. Does your solution support the use of a common CSR, reporting and management tool across multiple/all billing and payment channels? Describe the functions that are supported?
- How will your solutions help reduce our costs?
- Discuss how your system would allow for system enhancements on an ongoing basis.

ON-DEMAND ELECTRONIC PAYMENT PROCESSING

Overview

- When can a first-time user make a payment on your service? Please specifically address weekends and holidays.
- Will a customer be required to create an account in order to make a payment (i.e.., create a username and password)? Is there an option to make a payment without enrolling?
- How do you support enrollment into Electronic Billing and Payment (EBP) from the on-demand payment flow?
- How do you provide multiple IVR and Web interfaces customized for each line of business? Are there separate customization and/or implementation fees for each?
- What methods of payment does your solution support? Does it include all card associations and ATM networks?
- What payment types do you support (e.g., on-demand, scheduled, recurring)?
- How does your system accommodate a customer interested in future dating their payment(s)?
- How does your solution present bill data such as due dates and amount due to consumers? Can an e-Bill be presented to an on-demand payment user?
- List and describe the authorization and validation methods you recommend to ensure data integrity and reduction in errors and fraud.

- Describe your controls as well as the integration of our rules to support the blocking of specific users. How does your service allow us to update the blocking of specific users or payment types without your intervention? How does your solution identify and eliminate duplicate transactions?
- How do you support mobile services for each of the following: mobile-friendly version of web payment page, downloadable application, SMS?
- What do you offer for outbound payment reminders/alerts? How are these alerts delivered?
- Please provide unique features of your payment-processing services, systems, and technologies.
- Does your company have the ability to demonstrate your solution in a live, pre-production environment using data provided by us?

Pay by Phone/IVR

- Do you provide a dedicated toll-free number? Can we port a previous toll free line from another service provider?
- Can the IVR user interface be customized for our identity? Can the call flow be customized?
- How do you support an opt-out link back to our call center from your hosted IVR?
- What languages do you support on your IVR?
- Describe the method(s) to exchange data between your IVR solution and ours (e.g., sending account information).
- How does your voice recording technology for ACH authorization comply with NACHA regulations?
- What additional functionality do you provide to speed the payment process and enhance the user experience?

Online Payments at Our Website

- Who will host the webpage(s) and support the web infrastructure of the application (our organization or the bidder company/affiliate/3rd party)?
- How does the customer access the web interface?
- Is the Web interface configurable? Please provide a sample screenshot.
- Do you support enrollment into EBPP from your on-demand web interface?
- Describe how your solution supports multiple accounts paid as part of a single transaction or as separate transactions? Are there limitations to the number of accounts that a user can view and pay as part of this feature?
- Describe your recurring credit card payments. What cost structures are available?

CSR/Agent Interface

- Do you offer a solution for our agents/CSRs to accept and research payments? Is this a single tool that covers all payment channels and payment methods? Please provide a detailed response.
- What interface security, fraud prevention and verification/validation tools are deployed by your service?
- What specific hardware or software must be purchased to implement this service?
- How does your service track system usage by our associates/CSRs?

- Can your company demonstrate the CSR/agent interface in a live, pre-production environment using data provided by us?
- How do agents enroll customers into EBPP from the agent tool during a call to help grow paperless billing adoption?
- Describe the user administration capabilities for internal users of the CSR interface. Can access levels be completely tailored to the users' needs by us?
- How do you comply with PCI requirements when our agents/CSRs take card payments from customers?

Online Payment at Bank Websites and Other Third Party Payments

- Are you able to consolidate remittance and settlement for payments originated at banking websites, walk-in locations or other third party acceptors? Please describe.
- Explain the tools, processes, and relationships you would leverage to increase electronic delivery of bills and payments and minimize repeat paper delivery.

User Enablement

- Describe the process for consumers requesting e-Billing.
- What alerts and/or communications are sent to the customer using your EBP service?
- When is the bill available to be viewed by the consumer and how long will it be available for them to view?
- What tools or services do you provide to help customers who may not be sure they want to turn off their paper bill? Please describe.
- What information will be provided during the e-Billing activation process to the customer?
- Is e-Billing activation a batch file or real-time process?
- Can a consumer request e-Billing activation at any time, including after business hours, weekends and holidays?
- What options exist for information on e-Billing activations? Are daily reports (or other time periods) available?

Marketing and Outbound Communication Capabilities

- Please describe your solutions ability for us to manage outbound communications to our customers through a variety of channels. What are the channels and are these capabilities self-service or do they require your involvement to execute?
- What capabilities are available for us to evaluate the results of these types of outbound campaigns?
- Does your service support the use of broadcast messages through the various payment channels presented on the screens the user views? (i.e., the on-demand payment channel or the enrolled channel).
- Does your service support the creation and management of these campaigns across defined time periods and rules?

OPERATIONAL CAPABILITIES

Remittance and Funding

- Are you able to consolidate remittance and settlement for payments across channels (online, phone, walk-in, mobile etc.) and/or other third party acceptors? Please describe in detail. What are our choices of file formats to receive this remittance data for upload into our systems?
- Explain how we will receive the money for payment transactions from your service.
- Will our funds be handled separately from your other clients? Explain the process.
- How would your solution be set up to apply payments in real-time to our billing system?
- How are returned items handled and communicated back to us?

Security

- What security measures are in place to prevent unauthorized user access to either the system or the data?
- What security measures are in place to protect Internet transactions?
- What fraud prevention measures does your company have in place?

Regulatory Compliance

- Has your company completed the SSAE 16 audit? Please identify the auditing firm.
- Are your company and all third party vendors, if any, PCI DSS Level 1 compliant? Please identify the auditing firm(s). When does your certification expire?
- Describe your procedures to ensure compliance with current and on-going legal and regulatory requirements.

Business Continuity

- What fail-over redundancy is provided within your solution such that any hardware failure does not disable the service?
- How often is your system tested for failover performance? When was the last test performed? What were the results?
- What are your disaster recovery procedures and facilities in case of service center failures?

Quality Control

- Provide examples of quality control and system monitoring.
- Describe your testing process both for initial implementation and any ongoing service enhancements.
- What controls exist to maintain your system reliability?
- What is the history of service outages during the preceding 36 months? Please provide quantified data supporting the number, duration and severity of outages.

Reporting and Business Intelligence

- Describe the standard reports available to us and the method by which our staff would access the data.
- What is the standard delivery time frame? What delivery methods are available?
- What ad hoc reporting capabilities are offered in your reports suite?

- What access to reporting or reporting components can be controlled at the user level based on permissions as dictated by our business rules?

Client Support

- What resources will be required of our company to maintain, administer and monitor your solution?
- What online self-service tools are available to us for look-up, research, reporting, etc.?
- If multiple services are selected, will each channel/service require a separate tool and login?
- How do you address system accessibility and functionality by our staff to be restricted to meet our needs?
- Describe the relationship management team that will service the account, as well as their functional responsibilities.
- Describe technical support capabilities, available hours, how the issues are tracked, and the escalation process.
- What promotional materials and marketing support do you offer to increase adoption of the proposed services? What are the additional costs associated with these programs?
- What training is provided?
- How are client-requested changes handled? What is the timeframe from request to having the change live in production?

EXHIBIT B

SYSTEM FUNCTIONALITY AND PERFORMANCE REQUIREMENTS

In your response to this section, indicate with a “Yes” or “No” whether or not your firm or the proposed system has the ability to perform or accept each of the requirements below.

1 FUNCTIONAL REQUIREMENTS

1.1 Web Channel _ General Requirements

1.1.1 City will provide an inquiry web application that allows citizens to search for parcel number or a citation ticket number and a flag indicating whether a partial payment is allowed.

1.1.2 If the citizen opts to pay at that time, City will redirect the page to the vendor’s site along with the reference number (parcel number or ticket number)

1.1.3 The vendor’s web application shall collect the billing information from the citizen making the payment

1.1.4 For credit card and debit card payments, the system shall validate the CVV (Card Verification Value) Code.

1.1.5 In case of E-check payment, a sample check image will be displayed on the billing data entry page.

1.1.6 The system shall collect the contact name and contact phone number of the person submitting the payment.

1.1.7 Additional information to be displayed on the billing page include:

- Parcel Number/Ticket Number
- Amount Owed
- Payment convenience fee amount notice
- Total Due

1.1.8 Upon verification of data, citizen is given an option to confirm the payment.

1.1.9 If the citizen opts not to pay at that time, they will be returned to City’s search page.

1.1.10 Ask if the citizen would like to pay additional parcels,

1.1.10.1 If so, request the parcel account/address/or ticket number and take the payment,

1.1.10.2 When the citizen answers no, present the total amount owed, convenience fee and total amount due and accept payment.

1.1.11 Upon confirmation from the citizen, the transaction shall be processed.

1.1.12 Upon successful payment transaction, the system shall generate and display a printable payment receipt and a link to the City’s search page.

1.1.13 If the payment is rejected, the citizen shall be given an error message and will be given the following options:

- Attempt to enter the data again
- Return to City's search page
- After the payment is rejected three (3) times, the citizen will automatically be returned to the City's search page.

1.1.14 The web interface shall be PCI DSS Level 1 Compliant

1.2 IVR Channel – General Requirements

1.2.1 The vendor will provide IVR hardware and software for E-payments for IVR Channel

1.2.2 The City shall transfer the ownership of current toll-free number to the vendor in order to allow a seamless transition to the Citizens. The Vendor shall use the City's toll free number for all City of Memphis inquiry and payment functions.

1.2.3 Spanish language option shall be offered as an option at the start of the call flow.

1.2.4 For tax payments, "Text-to-Speech" functionality is desired, which shall state the address of the parcel and allow the citizen to confirm the entry.

1.2.5 The IVR menu for Tax and Citation should follow the call flow as indication in section 4 of this document.

1.2.6 City prefers that the call be transferred back to designated city phone line when citizens request for customer service representative shall handle such requests.

1.2.7 Vendor shall transfer call to their Customer Service area in the event of IVR Hardware issues.

1.3 Common Requirements

1.3.1 For all successful payments, email notifications shall be sent to the designated City user(s).

1.3.2 The results of all payment transactions will be returned back to the City.

1.3.3 The successful transactions response shall include:

Reference Number (Parcel Number/Ticket Number)

- Confirmation Number
- Amount paid towards Parcel or Ticket
- Amount paid towards convenience fee

1.3.4 An unsuccessful transaction response shall include:

- Reference Number (Parcel Number/Ticket Number)
- Error Code defined by the vendor
- Error Message defined by the vendor

1.3.5 An extract file for all payments should be created at the end of every business day

1.3.6 Super users will have the ability to reverse payments made on behalf of the citizens

1.3.7 The super users will have the ability to Void or reverse same day transactions and Refund others.

1.3.8 Partial payments will be allowed based on the flag provided by City's application (refer RN-001)

1.3.9 The vendor shall offer the following payment options

- E-check
- Credit cards (Visa, Master Card, Discover, American Express)

1.3.10 The vendor shall provide a reference number (like a deposit slip number or a batch number) for all payments deposited in City's account mapping to individual payment transactions for that batch.

1.3.11 Super users shall have visibility into the transaction (credit card, debit card, and e-check) status via an e-portal for inquiry purposes.

2 TECHNICAL REQUIREMENTS

2.1.1 The vendor shall deliver system and technical documentation:

- Scope of work
- Call flow diagrams
- Training documentation

2.1.2 The vendor shall setup test environments for both Web and IVR channels, during the testing phase.

2.1.3 The data exchange shall be managed by City's web services.

2.1.4 Additionally, if the City is required to invoke vendor's web services, then the vendor shall provide the WSDL documents.

3 CROSS-FUNCTIONAL RESPONSIBILITIES

The Requirements listed below indicate either the City's responsibility or the Vendor's responsibility, in the case of the vendor indicate whether you can comply or not comply.

3.1. Web Payment

3.1.1 Citizen enters search criteria (City).

3.1.2 Results are displayed based on the search parameters (City).

3.1.3 Citizens opt to pay and the page is redirected to Vendor's site with reference number (parcel number/ticket number), amount owed and any other flags (City).

3.1.4 Citizen enters billing data (Vendor).

3.1.5 Billing data is validated (Vendor).

3.1.6 Transaction is processed (Vendor).

3.1.7 Transaction results (accepted/declined) are displayed to the citizen with an option to print the receipt (Vendor).

3.1.8 The result of the transactions shall be sent to the City in real time along with the reference number, transaction amount and results of the transaction processing (Vendor).

3.1.9 City prefers using web services for the real time data exchange.

3.1.10 The results of transactions for the day shall be listed on a log file and uploaded to a secure location for the City to download or vendor shall send the file via e-mail to a distribution list. The log file shall include the reference number, transaction amount and the results of the transaction processing (Vendor).

3.2. Web Payment

3.2.1 Citizen enters search criteria (City).

3.2.2 IVR requests City for data via a web service, based on the search criteria (Vendor).

3.2.3 Data or “no-results” message is sent back to IVR (City).

3.2.4 IVR announces the search results (Vendor).

3.2.5 Citizen enters billing data (Vendor).

3.2.6 Billing data is validated (Vendor).

3.2.7 Transaction is processed (Vendor).

3.2.8 Transaction results (accepted/declined) are announced to the citizen (Vendor).

3.2.9 The result of the transactions shall be sent to the City in real time along with the reference number and transaction amount (Vendor).

3.2.10 City prefers using web services for the real time data exchange.

3.2.11 The results of transactions for the day shall be listed on a log file and uploaded to a secure location for the City to download or vendor shall send the file via e-mail to a distribution list. The log file shall include the reference number, transaction amount and the results of the transaction processing (Vendor).

The following is the IVR Call Flow:

4 IVR Call Flow

4.1.1. Main Menu

4.1.1.1. Greeting (indicating City Of Memphis E-payment menu).

4.1.1.2. Options to choose Traffic or Tax menu.

4.1.2. Traffic Menu

4.1.2.1. E-payment option

4.1.2.1.1. Request to enter ticket number (alphanumeric).

4.1.2.1.2. Validate ticket number.

4.1.2.1.3. Search the data and announce the results.

4.1.2.1.4. If citizen opts to pay, accept billing data.

4.1.2.1.5. Validate billing data.

4.1.2.1.6. Process transaction.

4.1.2.1.7. Announce result of the transaction.

4.1.2.1.8. Option to return to previous menu.

4.1.2.2. Option to transfer to an operator

4.1.3. Tax Menu

4.1.3.1.1. Option to search parcels by Parcel # or Bill #+Tax Year.

4.1.3.1.2. Accept search criteria.

4.1.3.1.3. Confirm the entry.

4.1.3.1.4. Search the data.

4.1.3.1.5. Announce the address of the location for confirmation (preferred).

4.1.3.1.6. After Citizen confirms the entry, 5 options are announced: E-payment, mail tax receipt, mail tax bill, hear current balance, hear last payment date, and transfer to an operator.

4.1.3.1.6.1. E-payment option

4.1.3.1.6.1.1. If citizen opts to pay, accept billing data.

4.1.3.1.6.1.2. Validate billing data.

4.1.3.1.6.1.3. Process transaction.

4.1.3.1.6.1.4. Announce result of the transaction.

4.1.3.1.6.2. Request to mail receipt

4.1.3.1.6.2.1. Confirm the request to mail the tax receipt to the owner's current address

4.1.3.1.6.2.2. Send the results of the request to the City via (Web service-preferred or flat file). Note that the actual request of mailing will be handled by the City.

4.1.3.1.6.3. Request to mail tax bill

4.1.3.1.6.3.1. Confirm the request to mail the tax receipt to the owner's current address

4.1.3.1.6.3.2. Send the results of the request to the City via (Web service-preferred or flat file). Note that the actual request of mailing will be handled by the City.

4.1.3.1.6.4. Hear current balance

4.1.3.1.6.4.1. Announce the current balance

4.1.3.1.6.5. Hear last payment date

4.1.3.1.6.5.1. Announce the last payment date and amount

4.1.3.1.6.6. Option to transfer the call to an operator

EXHIBIT C

E-PAYMENT COLLECTION HISTORY

The tables below provide, when available, annual data for collections during calendar year 2013 and monthly collections for the first 6 months of 2014.

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Taxes	23,531	$1,065.00	January	1,230	$663.00
			February	1,613	$618.00
			March	1,345	$702.00
			April	1,124	$721.00
			May	881	$641.00
			June	742	$720.00

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Citations	47,428	$84.00	January	4,331	$90.00
			February	5,012	$100.00
			March	4,745	$89.00
			April	4,332	$84.00
			May	5,058	$76.00
			June	4,646	$79.00

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Animal Shelter			January	209	$69.00
			February	163	$69.00
Adoption	1682	$70.00	March	187	$68.00
			April	142	$82.00
Donation	1	$25.00	May	208	$71.00
			June	175	$65.00

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Alarms	0	$0.00	January	-	$0.00
			February	1	$30.00
			March	14	$328.00
			April	13	$30.00
			May	25	$22.00
			June	28	$29.00

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Parking Meters		$0.00	January	13,412	$1.35
			February	13,975	$1.34
			March	16,762	$1.39
			April	18,287	$1.39
			May	20,412	$1.40
			June	17,539	$1.39

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Golf Courses	12,396	$23.09	January	102	$ 16.02
			February	555	22.27
			March	76	21.41
			April	475	15.49
			May	176	19.74
			June	350	24.42

Type	2013 Total Transactons	Avg. Transaction $ Amount	2014	2014 Total Transactions	Avg. Transaction $ Amount
Library	4,785	$ 8.67	January	496	$ 8.24
			February	466	8.38
		$0.00	March	66	8.47
			April	53	5.40
			May	486	8.35
			June	586	7.50