



**September 21, 2015**

**Ohio Treasurer of State**

Request for Proposal

**Financial Transaction Device Gateway Services on behalf of the  
Ohio Department of Public Safety – Bureau of Motor Vehicles and  
Deputy Registrars**

DEADLINE FOR SUBMISSION:  
October 9, 2015 – 3:00 p.m. Eastern Time

One electronic copy and an optional hard copy of your response to:

Office of Ohio Treasurer of State  
Attention: Jennifer E. Day, Chief Operating Officer  
30 East Broad Street, 9<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 387-2834

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### Respondent's Authority to Respond

<u>Respondent Name</u>	<u>Contact Name</u>	
<u>Street Address</u>		
<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Telephone</u>	<u>Fax</u>	
<u>Email</u>	<u>Federal Tax ID</u>	

I have read, understand, and agree to all terms and conditions herein, except as noted in Attachment A, and have the authority to respond to this RFP on behalf of the Respondent listed above.

Print Name:

Title:

Signed \_\_\_\_\_

Date \_\_\_\_\_

# REQUEST FOR PROPOSAL OF FINANCIAL TRANSACTION DEVICE GATEWAY SERVICES

## SECTION 1 - ADMINISTRATIVE OVERVIEW

### 1.0 Purpose

The Ohio Treasurer of State (“Treasurer”), on behalf of the Ohio Department of Public Safety/Bureau of Motor Vehicles (“ODPS/BMV”), is issuing this Request for Proposal (“RFP”) for financial transaction device gateway provider services (“FTD”) for the processing of credit card and non-PIN debit card transactions through the State’s current Processors. The selected Gateway Provider must demonstrate the technical capability and resource capacity to select equipment, process financial transaction devices through Processors, provide transactional reporting, and interface into the ODPS/BMV’s proprietary software system, Business Application Services System (“BASS”). Currently, the ODPS/BMV serves customers via face-to-face transactions through a network of 191 Deputy Registrars and seven (7) Reinstatement Service Centers located across the State. These agencies do not currently accept credit, debit, or prepaid cards.

The Treasurer is issuing this Request for Proposal (“RFP”) for FTD services, meaning services that can be used to accept and process credit cards, debit cards and prepaid cards (“credit cards”) in accordance with the Ohio Revised Code (“R.C.”) § 113.40 for the State of Ohio (“State”).

This proposal is strictly for financial transaction device gateway provider services. The selected Respondent will be expected to connect (settle) to either of the current State of Ohio merchant services processors: Key Bank/Elavon or Fifth Third/Vantiv (“Processors”). The selected Respondent must also either enter into a contractual relationship (i.e. Gateway Services Agreement) with the Treasurer, or have a current contractual relationship, or enter into a new contractual relationship, with one of the current State of Ohio Processors. Said gateway services will be provided to Deputy Registrars (“DRs”) located in the state of Ohio and the Ohio Bureau of Motor Vehicles, which is a division of the Ohio Department of Public Safety (“ODPS/BMV”). This service is pursuant to R.C. § 4503.102(H).

All proposals and related materials submitted on or before the proposal submission deadline become the property of the Treasurer and may be considered public records under Ohio’s Public Records Law. As such, all proposals and related materials are subject to possible disclosure.

### 1.1 Preferred Solution

The preferred solution is that the Gateway Provider be responsible for paying all costs associated with the acceptance of credit cards through the use of a service fee that is paid by the customer, thus resulting in a ‘no cost’ solution to the ODPS/BMV and DRs. If all costs cannot be included

in the service fee, please explain what expenses can (and cannot) be included in a service fee in your Fee Proposal.

The preferred technical solution is that the Gateway Provider provide all necessary EMV (stands for Europay, Mastercard and Visa which established the technical standard for smart payment cards, chip cards and for payment terminals), compliant point-of-sale hardware (note: pin-based debit cards are not in scope for this initiative) for each DR cashiering workstation (approximately 1000) across the State. The EMV compliant hardware/device should communicate directly with the Gateway Provider by transmitting PCI 3.1 encrypted data over the ODPS network via a network connection.

The ODPS/BMV's BASS application will be responsible for calculating the charges to the customer. However, the merchant service fee can be calculated by either the Gateway Provider or by BASS. The ODPS/BMV does not have a preference and would like to select the method that best aligns with the Gateway Provider's suggested solution. In either case, the service fee amount needs to be displayed to the customer prior to credit card prompt (or 'dipping'). Also, a message should indicate that this service fee will be assessed to the transaction by using the credit card and give the customer the option of proceeding with the transaction or cancelling it. The total charged to the customer should be coordinated from BASS through a web service provided by the Gateway Provider. The Gateway Provider should then be able to coordinate with the corresponding point-of-sale device that is associated with the specific BASS workstation.

Once the customer's credit card is 'dipped' and the data is encrypted and securely transmitted to the Gateway Provider, the Gateway Provider will be responsible for communicating the result of the transaction request to BASS. BASS will then either complete the transaction (from the BMV perspective), ask for another form of payment if the credit card request was not successful, or cancel the transaction. A receipt should be generated that itemizes the transaction(s) for the customer including the separate credit card fee. See Exhibit C as an example.

Additionally, all DR client workstations currently have a Verifone MX870 signature pad (model M094-107-01-RC). The signature pad includes functionality that allows the customer, based on the transaction type, to electronically read and sign electronic documents. The signature pad is also used to capture the customer's signature for their Ohio Driver License or Identification Card. The ODPS/BMV and the DRs do not want to create confusion for customers or DR employees by having two signature pads available for use (e.g., read and sign the BMV signature pad for the DR transaction, but use the Gateway Provider signature pad for the credit card transaction.)

The Gateway Provider should recommend in their response a detailed solution that mitigates this confusion and minimizes the number of signatures that are necessary as the result of new EMV rules (e.g., does passing the credit card fee along to the customer via a service fee require a separate transaction and signature?). It is the ODPS/BMV preference to not store any paper receipts with or without signatures and to minimize the number of customer signatures required.

However, while it is preferred that one signature pad provide both credit card and non-credit card functionality by June 30, 2016, it is not necessary if this feature will result in an increased risk of the core credit card processing functionality not being fully available to all Deputy Registrars by the completion date. If the Gateway Provider believes that this feature will result in an increased risk of not making the project completion date, then this functionality can be implemented by the Gateway Provider after June 30, 2016. Please note that a delay of this feature after June 30, 2016, does not mean that this feature is out of scope for the project. The Gateway Provider is still expected to deliver the functionality.

In addition to providing the ability to use just one signature pad, the Gateway Provider may recommend that the POS hardware/device be tethered to the local desktop (or like device) in order to support non-credit card processing functionality (e.g., capture signature for driver license, electronic forms, etc.). This will be acceptable as long as it does not violate any PCI DSS security requirements. If this direct connection from the POS hardware/device to the local desktop is required, the Gateway Provider will be responsible for documenting the solution, ensuring it is not possible to transmit credit card information of this direct connection and proving that this direct connection does not violate PCI DSS security requirements.

The Gateway Provider should recommend the solution that best meets the requirement of only having one signature pad. Some options that were previously discussed include the following listed below. (Note: The TOS or BMV are not specifically requesting one of these solutions. These are ideas that were generated by several team members who are not experts in credit processing, but are experts in over-the-counter Deputy Registrar transactions):

- Gateway Provider's point-of-sale terminal does not include a signature pad and is only used to read and transmit credit card information. The State's existing Verifone MX870 signature pad could be used to display all fees and to capture the customer signature for the credit card transaction. The BMV or DR would print the customer's receipt on their existing receipt printer.
- Gateway Provider's point-of-sale terminal does not include a signature pad and is only used to read and transmit credit card information. The State's existing Verifone MX870 signature pad could be used to display all fees. A physical signature would not be captured and the customer's receipt would be printed by the BMV's or DR's receipt printer.
- Gateway Provider's point-of-sale terminal includes a signature pad and is used to read and transmit credit information AND is used to replicate all existing BMV or DR signature pad functionality. (Note: The signature pad should have no direct connection with the BMV or DR workstation unless the Gateway Provider can certify that the ODPS/BMV will not need additional security requirements because the device is used to accept credit cards and that the credit card information will never be accessible through the BMV or DR workstations). This option can be explored as a "Phase 2" to this original implementation request. All other ideas and options are open for discussion. This includes having two signature pads, one for the credit card transaction and one for the BASS transaction.

Direct deposit of all revenue due to the State will be deposited into one (1) of the six (6) State depository institutions. Financial transaction service fee revenue will settle to an account of the Gateway Provider's choosing under a separate Merchant Identification Number ("MID"). (A portion of the fee is retained by the individual DR. If possible, a split settlement would be the preferred solution whereby a DR's portion of this fee would be directly deposited into a separate DR bank account. The service fee would be calculated on the total amount of the transaction fee which includes the portion retained by the DR.)

The solution will be for credit card transactions only. No PIN debit card transactions are being sought at this time.

## 1.2 **RFP Objectives**

While specific requirements are provided within the respective service section of this document, the overall objectives for the RFP are to:

- a. Identify a realistic and achievable solution for the implementation of credit card acceptance at all DRs and the seven ODPS/BMV Reinstatement Centers by July 1, 2016. Based on the comments received from the RFC and discussions at the Vendor Meeting, this RFP encompasses the preferred solution requested by the ODPS/BMV, capabilities of Gateway Providers, and EMV requirements.
- b. Discuss a pricing structure that meets the requirement of a percentage-based service fee and takes into account the combined transaction volumes of all DR locations and ODPS/BMV reinstatement service centers. Also, to establish optimal, clear, and specific pricing for each service defined within this RFP. The Gateway Provider will be responsible for paying all costs associated with the acceptance of credit cards through the use of a service fee, thus resulting in a 'no cost' solution to the ODPS/BMV and DRs.
- c. Discuss a solution that meets the needs of the ODPS/BMV and DRs and can be fully 'implemented and operational' at all applicable locations by the statutory deadline of July 1, 2016. (For the purposes of this RFP, the terms 'implemented and operational' are fully described Section 4 – Acronyms/Definitions; it is expected that the selected Gateway Provider will agree and abide by these descriptions.)

## 1.3 **FTD Gateway Services Scope of Services**

- a. Identify a Gateway Provider that will manage and collect a percentage-based service fee assessed on the transactions to cover the costs associated with accepting FTD payments. Gateway Provider will be responsible for collecting the service fees and paying all credit card fees related to this service. The service fee funds will be collected and managed by the gateway service provider under a separate MID.
- b. Gateway Provider's system must meet or exceed PCI DSS 3.1 compliance requirements. The Gateway Provider shall be responsible for storing, maintaining, and securing all credit card information. No PCI credit card holder information shall be stored on ODPS/BMV systems or premises. However, non-PCI data will be provided such as, but not limited to, type of credit card and the last four digits of the card number.
- c. Gateway Provider's solution must be fully EMV compliant by the time of first pilot implementation and adhere to the standards that define the interaction at the physical, electrical, data, and application levels between Integrated Chip ("IC") cards and IC card processing devices for FTDs.
- d. Gateway Provider will agree to adhere to the statutory deadline of July 1, 2016, for full implementation and operation at every ODPS/BMV reinstatement center and DR location. No extensions of this deadline will be allowed.

- e. Gateway Provider's solution will include and set out a Design/Proof of Concept, project plan, change management plan, project team, and all resources necessary for full implementation and operation in accordance with the statutory deadline of July 1, 2016. ODPS/BMV and Treasurer must approve the final Proof of Concept, project plan and pilot project definition. Given the current schedule (see Section 1.7), the ODPS/BMV needs several months after the Gateway Provider's solution is agreed upon and available to integrate the solution with BASS and ensure financial viability. Given this timeline, it is expected the ODPS/BMV will be ready for a pilot on or around May 1, 2016, with all DR workstations being able to accept credit cards by June 30, 2016. However, if the solution is implemented in advance of May 1, 2016, and operates successfully, the rollout can be moved forward.
- f. Gateway Provider's solution will provide an online (web-based) reporting system that includes all FTD transactional information such as credits, debits, chargebacks, voids, test transactions, and location identifiers.
- g. Gateway Provider will work with Processor to provide test credit cards to allow ODPS/BMV and DR locations to test the functionality of the chosen system before going live.

#### **1.4 Issuing Office**

The Treasurer is issuing this RFP and making the selection of a gateway service provider. The Treasurer of State, JOSH MANDEL, or his designee, has the authority to sign or obligate the State of Ohio and ODPS/BMV to this solicitation. The Treasurer may also elect instead to have the Gateway Provider to exercise a current contractual relationship, or enter into a new contractual relationship with one of the State's Processor.

The Treasurer reserves the right to modify or delete any provisions of this RFP, or to withdraw this RFP in its entirety, at any time prior to the selection of a gateway service provider pursuant hereto, if it is in the best interest of the State and ODPS/BMV to do so.

#### **1.5 Inquiries about this RFP**

It is the policy of the Treasurer to accept questions and inquiries from all Respondents. Respondents may submit questions about the intent or content of this RFP, and request clarification of any and all procedures used for this procurement prior to the submission of proposals. Any inquiries shall be sent via e-mail to: [jennifer.day@tos.ohio.gov](mailto:jennifer.day@tos.ohio.gov) and shall state "TOS Gateway Services RFP" in the subject line. Respondents shall not contact any employee from the Treasurer or ODPS/BMV with inquiries regarding this RFP. Any Respondent who violates the terms of this provision may, at the Treasurer's discretion, be disqualified from further participation in this RFP process.

Any verbal communication from the Treasurer’s employees or any other parties concerning this RFP is not binding on the State or Treasurer, and shall in no way alter a specification, term, or condition of this RFP.

**The deadline for receipt of all inquiries is 3:00 p.m. on October 2, 2015, Eastern Time.**

Responses to questions about the RFP will be posted within two (2) Business Days of the question being received via e-mail. The response will be posted on the Treasurer’s website at [www.ohiotreasurer.gov](http://www.ohiotreasurer.gov). The final set of responses shall be posted no later than **October 5, 2015 at 3:00 p.m. ET.**

If the Treasurer revises this RFP before the proposal’s due date, amendments will be posted on the Treasurer’s website in the RFP question and answer area found at <http://tos.ohio.gov/forms>.

**1.6 Designation Schedule**

<b>Proposed Timeframe</b>	<b>Item</b>
August 19, 2015 @ 5:00 pm ET	Release of the RFC
September 8, 2015 @ 1:00 pm ET	Vendor Meeting
September 16, 2015 @ 3:00 pm ET	Deadline for Submitting Questions to RFC
September 21, 2015 @ 3:00 pm ET	Release of the RFP
October 2, 2015 @ 3:00 pm ET	Deadline to Submit RFP Questions
October 5, 2015 @ 3:00 pm ET	RFP Answers and Questions posted on TOS website
October 9, 2015 @ 3:00 pm ET	Deadline to Submit RFP Responses
October 12 – October 21, 2015	RFP Evaluation
October 21 – November 13, 2015	Contract Negotiation and Award
October 21 – November 13, 2015	Design and Proof of Concept
November 13, 2015 – February 29, 2016	ODPS/BMV Development
February 1 – March 30, 2016	System/Integration Testing
April 1 – April 30, 2016	UAT and Load Testing
April 1 – June 30, 2016	Hardware Rollout and Training
May 1, 2016	Pilot Phase Begins
May 1 – June 30, 2016	Rollout

### **1.7 Proposal Due Date**

Proposals to the RFP must be received by the Treasurer **no later than 3:00 p.m. ET on October 9, 2015**. Proposals received prior to the due date shall remain sealed or otherwise unseen until the posted due date. Proposals received after the due date shall not be eligible for consideration. However, the Treasurer reserves the right to extend the due date, and if extended, the Treasurer will post notice of the extension on the Treasurer's website.

A response shall be delivered/mailed to:

**Jennifer E. Day  
Chief of Operations  
State Treasurer's Office  
30 East Broad Street, 9<sup>th</sup> Floor  
Columbus, Ohio 43215**

**OR**

**[Jennifer.day@tos.ohio.gov](mailto:Jennifer.day@tos.ohio.gov)**

Responses will remain confidential until the deadline stated above has ended.

Respondents may be subject to an interview, at the discretion of the Treasurer. The Treasurer reserves the right to reject all responses to this RFP or to solicit additional information from Respondents subsequent to the response deadline to this RFP. The Treasurer and ODPS/BMV may consider any other information, including information not requested or submitted in response to this RFP, and reserve the right to investigate references and past performance of any Respondents with respect to its performance of similar services, compliance with past RFP and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

In the event that it becomes necessary to revise any part of this RFP, amendments will be provided to all Respondents that expressed interest in responding to the original RFP.

**NOTE:** The State will not be held responsible for proposal packages mishandled by the Postal Service or overnight courier service, nor mishandling as a result of the package not being properly prepared. Facsimile or telephone proposals will not be considered.

## SECTION 2 - PROPOSAL REQUIREMENTS

### 2.0 Proposal Organization, Format, and Delivery

A Respondent must submit an electronic copy of its response. Submission of a physical copy is optional. The electronic submission may be sent to the email address provided below or included with the submission of a physical copy of the response on a compact disc or DVD. The narrative portion of the response, including any and all attachments, shall not exceed one hundred (100) pages in length on 8½” x 11” paper, and shall be single spaced and use a minimum of 12 point font. The narrative portion should be submitted in searchable PDF or Microsoft Word format. Exhibits to the narrative portion may utilize a multimedia format. All attachments and documentation must be submitted separately from the Response.

A single-page cover letter and accompanying table of contents may be submitted with the response at the discretion of the Respondent and will not count toward the page limit.

Provide a copy of the Respondent’s most recent SSAE 16, Type II (or most recent SAS 70, Type II or comparable document if no SSAE 16 service auditor’s examination has been conducted to date), and most recent SEC 10-Q reports, and discuss any issues raised from these documents during the most recent audit.

The Proposal will be compared to the original RFP released by the Treasurer. **Note: Any alterations, changes, or deletions made by Respondent to the original RFP as released may be grounds for immediate disqualification.**

Proposals shall address each of the requirements noted in this document in the same order as listed. Proposals should reference each identified requirement and explain how the Respondent’s process meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., describing Respondent’s company are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Responses to the RFP on a compact disc or DVD shall be submitted in a sealed envelope or package bearing the title “Ohio Treasurer of State Request for Proposal for Financial Transaction Device Gateway Services” and will include the Respondent’s name and address. The compact disc or DVD should contain one (1) copy of the Technical Proposal and one (1) copy of the Fee Proposal.

Failure of the Respondent to comply with this provision by submitting the Technical Proposal and Fee Proposal as separately sealed proposals may result in the disqualification of the Respondent’s proposal for consideration, evaluation, or selection.

## **2.1 Mandatory Requirements**

Respondent must respond to all of the questions within the RFP. If a particular service is not being offered, simply indicate this by answering “No Response.” If a particular question asked does not apply to the Respondent, simply indicate this by answering “Not Applicable.”

Responses should focus on the Preferred Solution as stated above.

Failure to respond to each question in the RFP may constitute a basis for rejecting a response.

Responses to each question/request for information must be based on how the Respondent, if selected as the gateway service provider, will provide the service(s) referenced in the question(s).

Any Gateway Services Agreement entered into pursuant to this RFP will incorporate the Respondent’s responses to this RFP.

Each Respondent shall submit the names, addresses, e-mail addresses, and telephone numbers of at least three (3) individuals with authority to answer questions or provide clarification regarding their responses.

## **2.2 Business Requirements**

In order to be considered for selection, Exhibit F shall be included in the proposal as documented proof that the minimum qualifications listed below are met. The Respondent has a continuing obligation to disclose information affecting its eligibility throughout the RFP process should any qualifications or situations change that might render the Respondent as an unqualified candidate. If a Respondent enters into a Gateway Services Agreement or a contractual relationship with one of the State’s Processors, and thereafter fails to remain in compliance with its terms, the Treasurer may terminate the Agreement or request the Processor terminate the State’s contractual services without cause and at any time.

In preparing its fee schedules for this RFP, it is required that the Respondent complies with the following requirements of doing business with the State, which may differ from the Respondent’s current practice:

- a. The Respondent shall provide the services outlined in this RFP.
- b. The Respondent shall agree to respond to requests for data within the same Business Day of request by the Treasurer, ODPS/BMV, and/or DR’s or their auditors. Upon request, the Treasurer or ODPS/BMV may extend the deadline for the Respondent. In no event shall the deadline for response exceed three (3) Business Days.
- c. The Respondent shall certify that it has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the Treasurer and ODPS/BMV.

- d. The Respondent shall comply with all federal, state, and local laws.
- e. The Respondent agrees that changes to the relationships listed in Section 4.0.e shall be reported to the Treasurer of State General Counsel at 30 East Broad Street, 9th Floor, Columbus, Ohio 43215.
- f. A Respondent selected under this RFP and awarded a Gateway Services Agreement, shall provide contact information to the Treasurer and ODPS/BMV. At least three (3) of the contacts listed therein shall be available for contact during non-business hours, including weekends and holidays.
- g. The Respondent shall be required to safeguard the privacy of the ODPS/BMV's, DR's, and State's financial information and to administer all accounts consistent with prudent banking practices, appropriate encryption, and password security programs.
- h. The Respondent shall agree to assign a dedicated Project Manager to the design and implementation of gateway services as set out under this RFP.
- i. The Respondent shall agree to assign one Relationship Manager dedicated to the State's gateway services account after selection, implementation, and "go-live" has occurred. This Relationship Manager shall remain assigned to this account until the contract period as set out in the Gateway Services Agreement or the State's Processor's contractual relationship has ended; or if Treasurer requests another Relationship Manager.
- j. The Respondent shall maintain at least a daily backup of all data and information pertaining to the ODPS/BMV's and DR's accounts. The Respondent shall provide both an on-site immediate recovery option and an off-site recovery option, in the event of a local or regional disaster.
- k. The Respondent agrees to take any and all steps necessary, including but not limited to, opening new accounts, developing data feeds, and reporting and training ODPS/BMV and DR staff to ensure that the required gateway services and processes as set out in the RFP response by the Respondent, are thoroughly implemented and tested prior to activation.
- l. The Respondent agrees to commit the necessary resources to the implementation process to ensure that any transition is performed in a timely, prudent manner and agrees that required services and processes agreed upon by the Treasurer and ODPS/BMV will be thoroughly tested by both the Respondent, Treasurer, and ODPS/BMV and will be fully implemented and operational by July 1, 2016.
- m. The Respondent agrees that all documents, agreements, and service terms, including signing authority, shall be incorporated into the Gateway Services Agreement.
- n. The Respondent agrees that it shall not open, close, or otherwise modify an account at the request of ODPS/BMV or any DR. The Respondent agrees that all accounts and services related to the accounts may only be opened, changed, or closed upon the express direction of the Treasurer or his designee.

- o. If the Treasurer or ODPS/BMV is dissatisfied with services received from Respondent's personnel, the Treasurer shall have the right to request replacement personnel whom the Respondent shall provide at no additional cost.
- o. The Respondent agrees to a fee adjustment clause provision for failing to meet agreed-upon performance standards and service levels.
- p. The Respondent agrees to manage and collect a percentage-based service fee assessed on the transactions to cover the costs associated with accepting credit card payments. Respondent will be responsible for collecting the service fees and paying all credit card fees related to this service. The service fee funds will be collected and managed by the gateway provider or merchant services processor. Any fee increase must be agreed to in writing by the Treasurer of State.
- q. For all the accounts detailed in the Gateway Services Agreement, or contractual relationship with one of the State's Processors, the Respondent shall make available electronic Merchant Account Analysis Statements to the ODPS/BMV and DR's. The Respondent shall provide all statements no later than fifteen (15) days after the end of the month being analyzed.
- r. The Relationship Manager or designee shall review the monthly Merchant Account Analysis Statements to ensure it complies with all terms and conditions of the Gateway Services Agreement (pricing, etc.).
- s. The Respondent shall notify the Treasurer of the intended use of any Subcontractor not identified within its response, and shall receive approval from the Treasurer prior to any Subcontractor commencing work.
- t. The Respondent shall be responsible and held liable for the quality of the work performed by any and all Subcontractors that are needed to perform the duties for gateway services as specified in this RFP.
- u. On an ongoing basis, the Respondent shall affirm that it has not done, or will not do, anything that would violate Chapter 102 of the Ohio Revised Code, which is the Ohio Ethics Law. The Treasurer will determine whether a conflict of interest exists and whether it may reflect negatively on the Treasurer's selection of a Respondent. The Treasurer reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
- v. The proposed acceptance, and deposit process must provide for settlement and clearing of all revenue due to the state into one (1) of six (6) Ohio financial institutions meeting all statutes, policies, procedures, and guidelines of the State and the Board of Deposit. Respondent will collateralize the State revenue as required under R.C. §§ 135.18 and 135.181. See a list of the qualified Ohio financial institutions in Exhibit D.

## **SECTION 3 - TERMS AND CONDITIONS**

### **3.0 Execution of Proposed Gateway Services Agreement**

If a Respondent is selected to enter into contract negotiations with either the Treasurer or one of the state's processors to provide gateway services, then the Respondent must provide a Proof of Concept to TOS and ODPS/BMV during the contract negotiation period and prior to contract award. Planning and implementation shall begin immediately upon entering into a contractual relationship with either the Treasurer or a current, or new, contractual relationship with the State's Processor, in order to be prepared to implement the pilot locations.

### **3.1 Deviations from Proposed Gateway Services Agreement**

A Respondent may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A – Exception Summary Form and will be considered during the evaluation process but not necessarily agreed to by the Treasurer. The Treasurer reserves the right to change the Objectives or Business Requirements prior to selection if deemed in the best interest of the ODPS/BMV and DR's.

### **3.2 Right of Refusal**

The Treasurer reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items.

### **3.3 Response Costs**

The cost of developing a response to the RFP is the sole responsibility of the Respondent.

### **3.4 Special Terms and Conditions**

Responses to each technical requirement must indicate that the Respondent either “does comply” with the requirement or “does not comply.” A detailed explanation of how each requirement can or cannot be met must be included.

### **3.5 Any Designation Resulting from this RFP**

Any Gateway Services Agreement resulting from this RFP is scheduled to be effective upon the date of execution of the Agreement.

It is anticipated that any Gateway Services Agreement entered into by Treasurer shall be for a period of two (2) years. If a Respondent is designated as an agent of the Treasurer, it shall be required to execute a Gateway Services Agreement or continue, or enter into a new contractual relationship with one of the State's Processors for services in a format acceptable to the Treasurer. Terms and conditions outlined in Exhibit G - Ohio Treasurer of State Service

Contract Language, are required in any Treasurer vendor contract. The Treasurer hereby gives notice that it will neither indemnify any party nor limit damages available to the Treasurer, ODPS/BMV, or any DR.

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in the Gateway Services Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio. The Treasurer's office shall not incur expenses and Gateway Provider shall not be due funds under the Gateway Services Agreement in excess of \$50,000 per fiscal year unless and until the Controlling Board has approved expenditures in excess of that amount.

## SECTION 4 - RESPONDENT INFORMATION

### 4.0 Administrative

- a. Provide the total number of full-time employees (both locally and nationally) dedicated to the merchant services described herein, the locations from which employees will be assigned, each person's years of experience, and the brief biographies for key staff responsible for the performance of any gateway services resulting from this RFP and a Gateway Services Agreement. Provide the name, mailing address, e-mail address, and telephone number of the Respondent's primary point of contact for contracting a Gateway Services Agreement with the Treasurer, if so determined. Provide the same information for two (2) additional contact persons who have the authority to respond to the Treasurer and make decisions regarding performance of the Gateway Services Agreement or the contractual relationship with the State's Processor, if so determined.
- b. Discuss all substantive operating issues raised by recent audits, particularly regarding those services described in this RFP.
- c. Provide a copy of the Respondent's most recent SSAE 16, Type II (or most recent SAS 70, Type II or comparable document if no SSAE 16 service auditor's examination has been conducted to date), and most recent SEC 10-Q reports, and discuss any issues raised from these documents during the most recent audit.
- d. Disclose the details of any existing, alleged, significant, prior, or ongoing Merchant Services failures, Merchant Services breaches, any civil or criminal litigation, or investigation pending that involves the Respondent or in which the Respondent has been judged guilty or liable.
- e. Disclose the details of any existing or potential conflict of interest relative to the performance of the gateway services resulting from this RFP and a Gateway Services Agreement. Any such relationship that might be perceived or represented as a conflict should be disclosed.
- f. Provide the location(s) of the Respondent's offices that would provide gateway services to the ODPS/BMV and DR's.
- g. List all current gateway service relationships with any state agency, federal agency, or large counties in which similar services are being rendered as set out in Section 1.0 – Purpose of the RFP with licensing or other services for multiple locations. Give a brief description of each relationship.
- h. Disclose any other companies or subsidiaries under the same ownership, and their products and services. Identify any of these companies that provide services directly to the organization which are mission-critical to the delivery of the services referenced in this RFP.

- i. Disclose all proposed subcontracted functions and identify the company that will deliver each service, such as settlement banks or front-end authorization and capture process.
- j. Describe the structure and tenure of the Respondent's relationship with all Financial Transaction Device associations and networks.
- k. The Respondent agrees that it shall not open, close, or otherwise modify a Merchant Account at the request of ODPS/BMV or DR. The Respondent agrees that all accounts and services related to the accounts may only be opened, changed, or closed upon the express direction of the Treasurer or his designee.
- l. Describe the process, compliance, or auditing used to ensure compliance with applicable state and federal laws, regulations, administrative codes, and Gateway Services Agreement provisions or contractual provisions with one of the State's Processors. Identify the individual who can be contacted regarding the process and for conducting random (spot) audits.
- m. For the period of November 13, 2015 through July 1, 2016 please provide any Business Day that the Respondent will not be open for business to provide the services requested in this RFP. [Keep in mind that DRs conduct business on Saturdays.]
- p. If the Respondent merges with, or is acquired by another institution, the Respondent agrees that all of its responses to this RFP, and all of the provisions of a Gateway Services Agreement, if selected, will be incorporated into any subsequent merger, assignment, acquisition agreement(s), and/or any other governing document(s) executed to facilitate the completion of the merger, acquisition, or assignment of the terms of the Gateway Services Agreement to another entity.
- p. Does the Respondent have relocation plans for any offices or services or any anticipated service model changes, including but not limited to, information technology changes? If so, what will be the expected impact on the services requested in this RFP?
- q. Describe any strategic plans or product initiatives that the Respondent has planned over the next two (2) years. Discuss any similar services offered to other states or municipalities which may also be of interest to the Treasurer or ODPS/BMV.
- r. Provide any additional information about the Respondent which might assist the Treasurer and ODPS/BMV in evaluating the Respondent's qualifications and/or level of services in connection with the services requested within this RFP.

#### **4.1 Security**

- a. Discuss the Respondent's information security policy, particularly as it relates to the services requested in this RFP.
- b. Provide the Respondent's incident response policies and procedures.

- c. Can the Respondent utilize SFTP encryption standards for the transmission of data, inclusive of e-mail, which may include sensitive information such as account numbers, personal identification numbers, and/or passwords?
- d. Does the Respondent comply with the requirements of 15 U.S.C. 6801 (Gramm-Leach Bliley Act)?
- e. Describe the operating system that will be used on the server that will receive account data.
- f. Describe the security associated with the server that will receive the data, including:
  - 1. Identify the security process that is followed to grant employees access to sensitive data and server access. Also, identify the records retention of system information (security logs, SMNP collected data, OS based logs, and applications logs).
  - 2. The timeline relative to when a determination can be made as to whether data/files have been tampered with, or if the server's security has been compromised.
  - 3. In the event of a data compromise, will the Respondent provide assistance to any affected customers of the State, if State or ODPS/BMV data was compromised?
- g. Describe all other controls, policies, guidelines, and awareness pertaining to the assurance of the confidentiality, integrity, and availability of data within the organization.
- h. The State expects that its contracted gateway services provider be fully PCI DSS 3.1 compliant and maintain appropriate certifications. Does the Respondent have current PCI certification?
- i. Describe the Respondent's PCI DSS compliance status and program.
- j. How does the Respondent maintain compliance with the PCI standards?
- k. Is the Respondent and all of its contractors, Subcontractors, and third-party processors, in compliance with all applicable PCI DSS standards? Has the Respondent been certified as compliant by a qualified third-party assessor? Please name the assessor.
- l. What is Respondent's role in supporting merchant PCI compliance and how does Respondent assist the State in becoming compliant and maintaining its compliance?
- m. Does Respondent pass along any fees to customers for PCI compliance?
- n. Will the Respondent assist the Treasurer, ODPS/BMV, and DRs with all PCI compliance requirements at no additional charge?

## **4.2 Disaster Recovery**

- a. Discuss and provide a summary of the Respondent's disaster recovery plan pertaining to the ODPS/BMV and DR's account(s), including the date that the disaster recovery

- plan was most recently updated. Describe the Respondent's strategy for the prevention of a disruption of the ODPS/BMV and DR's cash management services.
- b. Discuss the data replication process including real-time failover between various data centers. Also, include the location of active data centers that will contain ODPS/BMV and DR account(s) data for failover purposes, and the data center tier rating in accordance with TIA-942 (2010).
  - c. Identify all unexpected downtime, including duration, within the last twenty-four (24) months and if the DRP plan was activated. Also, identify each incident's root cause as an outside issue or an internal issue.
  - d. For each of the services requested in the RFP, describe the procedures established for disaster recovery in the event of a systems failure or other disaster at the Respondent's primary gateway services site. If available, provide MTTR data.
  - e. Describe the Respondent's disaster recovery test procedures. Include the date and the results of the most recent disaster recovery test, in addition to policies regarding how often disaster recovery testing occurs. Indicate whether the Respondent will agree to test its plan with the Treasurer and ODPS/BMV so that any potential operational impact to the ODPS/BMV and DR's can be mitigated.
  - f. Please indicate the Respondent's notification process to the Treasurer and ODPS/BMV in the event of deployment of its disaster recovery plan, including approximate length of time the Treasurer and/or ODPS/BMV will be notified after a disaster occurs.

### **4.3 Implementation and Customer Service**

- a. Discuss the Respondent's plans for educating and training employees of the ODPS/BMV and DR's in the use of its systems/software and accepting credit card payments generally. Discuss Respondent's plans for educating and training employees of the ODPS/BMV on back-end reporting functions for transactional data and reconciliation. Describe materials available and/or any on-site training provided by the Respondent.
- b. Describe the Respondent's customer service organizational structure and provide an organization chart.
- c. Does Respondent provide 24/7 customer service? Where are the customer service centers located that will be providing direct service to the ODPS/BMV and DR's?
- d. Identify the specific Relationship Manager who will be assigned to handle the ODPS/BMV and DR's account(s) and indicate if he/she will be permanently located in Columbus, Ohio. Include:
  - 1. The number of accounts for which this person will be the primary contact, including any non-State accounts the Relationship Manager will be handling;

2. The method by which the Respondent will ensure continuity of service when the Relationship Manager is unavailable; and
  3. The extent of the Relationship Manager's authority for making decisions regarding billing, requests for compensation, and other matters pertaining to the relationship with the ODPS/BMV and DR's, or outline an alternative chain of command should the Relationship Manager not be vested with the foregoing responsibilities.
- e. Describe the Respondent's technical customer support for computer hardware, software, and communication problems, and the level of IT support that will be committed to the State merchant accounts.
  - f. The Treasurer will require the Respondent's staff to return phone calls, e-mails, and other inquiries within four (4) hours, seven days a week. Describe the process for responding to issues, and the chain of escalation for resolving issues regarding the performance terms set out within this RFP.
  - g. Will the Respondent's Relationship Manager be available to meet with the ODPS/BMV and each DR to help them set up their specific credit card gateway services solution?
  - h. Provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The implementation schedule must outline the milestone dates to accomplish and should include detailed tasks, dates, and resources assigned and identified for each milestone. The description should take into account the statutory go live date of July 1, 2016.
  - i. The ODPS/BMV will require an incremental rollout to all DR's including a pilot phase with select DR locations. Keeping the final deadline of July 1, 2016 in mind, provide a project plan for the pilot and incremental rollout based on the specifications detailed in Exhibits B and C.
  - j. Describe support provided during implementation, including training, technical assistance, user manuals, and on-site visits.
  - k. Describe support provided after implementation.
  - l. Describe the established turnaround times for research and adjustment items.

#### **4.4 Use of Subcontractors, Gateways, or Processors**

Identify any Subcontractor, including gateway providers or processors, and the nature of its services that will be required as a part of the services provided in this proposal.

## **SECTION 5 - FUNCTIONAL REQUIREMENTS**

The Treasurer provides assistance to state entities for the acceptance, authorization, settlement, and reconciliation of Financial Transaction Devices.

### **5.0 Acceptance**

- a. Describe the technology necessary for POS transaction method of FTD acceptance, including pin-based debit.
- b. Describe the Respondent's current process for POS transactional methods of acceptance.
- c. Disclose the Respondent's policies and procedures in place to prevent fraud. Explain where liability is placed in each instance and the process of recouping any loss due to fraud.
- d. All suggested solutions must be EMV compliant and adhere to the standards that define the interaction at the physical, electrical, data, and application levels between IC cards and IC card processing devices for financial transactions. Is Respondent prepared for EMV liability shift requirements? Which processors is Respondent currently EMV certified with to process credit card transactions? If not certified, state when Respondent will be compliant and/or certified to process transactions via EMV.
- e. Does the Respondent have a process in place to ensure that transactions qualify for the lowest interchange category? Please describe.
- f. Will the Respondent provide EMV terminals and any terminal connection equipment needed by the ODPS/BMV or DR's? Describe the EMV terminals and terminal connection equipment necessary for set-up. Will there be a cost for the terminals and connection equipment?
- g. The proposed solution for ODPS/BMV and the DRs may require terminals that capture a signature. Describe the EMV terminals and terminal connection equipment necessary for set-up of terminals that capture a signature.
- h. Please provide a list of all processors that the Respondent has worked with or is currently working with.

### **5.1 Transmission**

- a. Describe the Respondent's method of acceptance and how transaction information is captured, transmitted, stored, reconciled, audited, and protected. Are their fees associated with each of the actions stated above?
- b. Discuss transmission timing differences between FTDs, including the differences between Visa, MasterCard, Discover, and American Express.

## **5.2 Authorization**

- a. Describe the process for EMV terminal authorization and the “dip” authorization process.
- b. Provide response time in statistical parameters. Response times should be stated in tenth of second increments.
- c. Describe the procedures to be followed if a transmission request is denied authorization.
- d. Describe the procedures to be followed to reverse a duplicate authorization. For example, if a card is mistakenly swiped twice at a POS terminal instead of once.
- e. Describe procedures for transmission and authorization during downtimes and system outages. Indicate any scheduled downtime periods in terms of duration and frequency.
- f. What authorization methods does the Respondent support and which is recommended for each processing channel?

## **5.3 Settlement Process**

- a. Discuss the earliest available time that Respondent can provide previous business day reporting to the ODPS/BMV and/or DR’s with final settlement information. [Keep in mind that DRs may conduct business on Saturdays.]
- b. Describe the point-of-sale terminal “close out” procedure and how this integrates into the end-of-day settlement process. Who determines what time the point-of-sale terminal “closes out”?
- c. Describe the recovery process for lost or damaged batches.

## **5.4 Settlement Payment**

- a. Describe the settlement payment process from the Respondent to the ODPS/BMV and each DR depository bank(s) and include the settlement differences between Visa, MasterCard, Discover, and American Express.
- b. The preferred method of the ODPS/BMV is to charge a service fee. The service fee will transmit back to the gateway service provider under a separate MID. Describe the settlement process from the Respondent to the ODPS/BMV and the DRs under the preferred method of a separate service fee MID.
- c. Identify any intermediary banks involved in the gateway service provider process. Does Respondent use another banking settlement layer prior to settlement with one of the State’s Processors?

- d. Is there a limit to the number of transactions that can be contained in a batch or a limit in the number of files that can be sent daily?

## **5.5 Reporting**

- a. Describe the online (web-based) reporting system available from Respondent to the ODPS/BMV and each DR. Describe the technology that will be used to deliver the on-line information reporting. Describe all costs associated with on-line reporting.
- b. Provide an overview and samples of the Respondent's on-line information reporting procedures and capabilities, including, but not limited to:
  - 1. Standard reports including single-page or print screen examples of each report (include as an attachment).
  - 2. Level of detail and reporting frequency available for each report.
  - 3. If reports can be custom-tailored by the end-user.
  - 4. Whether the Respondent can provide transaction information by location or identifier number as part of these reports.
  - 5. Computer hardware and/or software specifications for the Respondent's on-line reporting system
  - 6. Export capabilities and other services available through the on-line information reporting.
  - 7. Reports separated by each ODPS/BMV or DR location, held online for at least twelve (12) months.
  - 8. The Respondent's contingency plan for providing this information in the event of unexpected system problems or natural disasters.
- c. Describe the online reporting system features that allow users to create, view, export, and/or email transaction reports. How long do the reports remain available and remain on the Respondent's reporting system?
- d. Describe the online reporting system security features and access controls that allow the administration of assigning user roles and permissions. Are rights assigned at each DR location or will ODPS/BMV be responsible for assigning credentials such as employees username, password, and access rights? Discuss both options.
- e. At a minimum, indicate if Respondent provides, or will provide, the following reporting options:
  - 1. Report of payments by Merchant
  - 2. Report of payments by DR location
  - 3. Report of payments by Batch

4. Report of payments by Date
  5. Report of payments by Transaction Detail
  6. Intra-day Report
  7. End of Day Report
  8. Merchant Summary
  9. Failed Transactions
  10. Void or Refund Report
  11. Disputed Transactions or Chargeback Report
- f. Can users access the system simultaneously? If so, is there a limit on the number of persons accessing the system?

## **5.6 Retrieval Requests, Chargebacks, and Adjustments**

- a. Describe the retrieval request, chargeback, and adjustment handling process and include the differences between Visa, MasterCard, Discover, and American Express.
- b. Describe how the Respondent supports online access for transmission of, and response to, retrieval request, chargebacks, and adjustments. Is this information immediately reflected on the Respondent's reporting system?
- c. Disclose the reversal rate for Visa, MasterCard, Discover, and American Express by retrieval request, chargeback, and adjustment type over the last twelve (12) months. State the average elapsed time from receipt of a retrieval request, chargeback, or adjustment request until time of resolution. Discuss any fees associated with each item.
- d. Discuss if the Respondent has a method available to identify and eliminate duplicate transactions.
- e. Please describe the Respondent's procedures to correct duplicate transactions.
- f. Describe special technology available to effectively support retrieval requests, chargebacks, or adjustments handling that would be advantageous to the ODPS/BMV or DR's.

## **5.7 Technical Architecture**

- a. Describe the Respondent's FTD gateway service facilities and locations. If there are multiple sites, explain load allocation and the current load capacity of each gateway service facility.

- b. Describe the technical architecture that will be used to support the FTD acceptance and processing services. Include any needed client or server side software, diagrams which detail the high-level process flow(s), flow of transaction data from point of entry to completion of the financial transaction, interactions with any ODPS/BMV applications (either at the client or server level) or workstations as described in Exhibits B and D, and use of the ODPS/BMV or vendor-provided network.
- c. Discuss the provisions for the handling of operating problems. Summarize the technology and facility redundancy in design and operations.
- d. Discuss the communication and network technical support hours. [Keep in mind that DR operating hours include Saturdays.] Outline the response time standards supported by the Respondent's technical operation and list the carriers that provide the primary telecommunications service.
- e. Describe all point-of-sale/point-of-interaction equipment options that would best fit the needs of the ODPS/BMV and DRs as described in Exhibits B and D. Include a list of components that are necessary to operate any recommended hardware. Provide equipment specifications that include, but are not limited to: USB requirements, power source (USB, power cord, etc.), size, etc.

## SECTION 6 - FEE PROPOSAL

### 6.0 Fees

Respondent must depict bundled pricing for each level of service indicated.

- a. Using the transaction volumes included in Exhibit A, provide the Respondent's fees. At a minimum, include the fees provided in Exhibit F. A completed electronic copy of the Fee Proposal must be included on CD in both a Microsoft Excel® format and a searchable PDF format with the electronic copy of the responses to the RFP. When describing the service fee amount, please provide a specific amount or percentage.
- b. Discuss any proposed fees for services that have not been identified in this RFP. For example, if the Respondent discusses an alternative merchant service that exceeds the required services, or enhances the required service, the fees for those services shall be discussed separately and designated optional. All fees listed as optional will not be considered in the price evaluation and comparison of the required specifications of this RFP.
- c. Provide a complete description of any optional or additional fees applicable to this RFP . including, but not limited to: POS terminal paper, POS terminal connection cables, or replacement costs for broken/damaged POS terminals.
- d. Is Respondent able to provide a paper invoice (with net 30 day term) for each ODPS/BMV and DR location? Is there a separate fee? Does Respondent collect any fees via ACH debit? Please indicate which fees.
- e. Indicate if the proposed fees are tiered (volume and/or balance sensitive) or flat fees. Discuss any special service rates that may be available to the State.

## **SECTION 7 - PROPOSAL EVALUATION AND SELECTION PROCESS**

### **7.0 Proposal Evaluation**

The Treasurer and ODPS/BMV, or their respective designees, will evaluate all proposals based upon the following criteria:

1. Demonstrated competence;
2. Competitiveness of cost;
3. Experience in performance of comparable engagements;
4. Expertise and availability of key personnel;
5. Conformance with the requirements, scope, objectives and terms of this RFP; and
6. Functional qualifications.

The evaluators reserve the right to consult with the Respondent regarding any aspect of its proposal.

### **7.1 Proposal Selection**

The Treasurer and ODPS/BMV will meet after the deadline for submission of proposals to review and evaluate the responses.

The Treasurer shall make a selection in the best interests of the ODPS/BMV and DRs based upon the evaluation of the entire proposal.

A proposal submitted in response to this RFP is a binding offer valid from the proposal due date until one-hundred and twenty (120) days thereafter.

Responses to this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the Respondent expressly excludes on Attachment A – Exception Summary Form. Exceptions will be taken into consideration as part of the evaluation process. The terms and conditions specified in the RFP must be incorporated into a Gateway Services Agreement with the Treasurer or with the State’s Processor.

The Treasurer reserves the right to negotiate a Gateway Services Agreement or determine if an agreement will be executed with one of the State’s Processors. The final vendor selected will be announced when a satisfactory Gateway Services Agreement has been executed with the Treasurer or one of the State’s Processors.

This request does not create an obligation on the part of the Treasurer to have discussions, negotiations, or enter into a Gateway Services Agreement with any Respondent submitting a response to this RFP. Any Gateway Services Agreement entered into with the Treasurer or with one of the State’s Processors resulting from this RFP shall not be effective unless and until executed by the Treasurer or State Processor.

## **EXHIBIT A – TRANSACTION ACTIVITY**

The ODPS/BMV averages approximately 10.4 million customers per year across the 191 Deputy Registrars and 7 Reinstatement Service Center locations. The amount spent by each customer can range from \$3.50 (out-of-state vehicle inspection) to thousands of dollars (reinstatement fees) based on the type of transaction. In total, these Deputy Registrars and Reinstatement Service Center locations collect a total of \$661 million per year for an average of \$63.53 per customer.

In calendar year 2014, the Deputy Registrars conducted a total of 16,893,614 transactions. No transactions were paid by credit card.

The following pages list the BMV Reinstatement Centers and Deputy Registrar locations that will be accepting credit cards for payment of various fees:

<b>ID</b>	<b>COUNTY</b>	<b>LOCATION</b>	<b>DISTRICT</b>
0103T	ADAMS	WEST UNION	3
0215ET	ALLEN	LIMA	4
0218	ALLEN	LIMA	4
0302	ASHLAND	ASHLAND	4
0411	ASHTABULA	GENEVA	1
0418ET	ASHTABULA	JEFFERSON	1
0424	ASHTABULA	ASHTABULA	1
0503ET	ATHENS	ATHENS	2
0607T	AUGLAIZE	WAPAKONETA	4
0705T	BELMONT	BRIDGEPORT	2
0706E	BELMONT	SAINT CLAIRSVILLE	2
0707	BELMONT	BARNESVILLE	2
0808	BROWN	GEORGETOWN	3
0901T	BUTLER	MIDDLETOWN	3
0915T	BUTLER	FAIRFIELD	3
0918E	BUTLER	HAMILTON	3
0944A	BUTLER	HAMILTON	3
1011E	CARROLL	CARROLLTON	2
1108CEFD	CHAMPAIGN	URBANA	4
1213	CLARK	SPRINGFIELD	5
1214T	CLARK	NEW CARLISLE	5
1215E	CLARK	SPRINGFIELD	5
1301AE	CLERMONT	BATAVIA	3
1311	CLERMONT	LOVELAND	3
1313T	CLERMONT	MILFORD	3
1450T	CLINTON	WILMINGTON	3
1508	COLUMBIANA	ELIVERPOOL	2
1525	COLUMBIANA	SALEM	2
1530	COLUMBIANA	LISBON	2
1604	COSHOCTON	COSHOCTON	2
1708ET	CRAWFORD	BUCYRUS	4
1809	CUYAHOGA	NORTH ROYALTON	1
1812	CUYAHOGA	CLEVELAND	1
1814ET	CUYAHOGA	PARMA	1
1817	CUYAHOGA	SHAKER HTS	1
1820E	CUYAHOGA	GARFIELD HEIGHTS	1
1826	CUYAHOGA	INDEPENDENCE	1
1829	CUYAHOGA	CLEVELAND	1
1838	CUYAHOGA	STRONGSVILLE	1
1846E	CUYAHOGA	CLEVELAND	1
1852	CUYAHOGA	CLEVELAND HEIGHTS	1

<b>ID</b>	<b>COUNTY</b>	<b>LOCATION</b>	<b>DISTRICT</b>
1855	CUYAHOGA	PARMA HEIGHTS	1
1856	CUYAHOGA	BROOKLYN	1
1861ET	CUYAHOGA	MAYFIELD HEIGHTS	1
1891T	CUYAHOGA	MAPLE HEIGHTS	1
1896T	CUYAHOGA	NORTH OLMS TED	1
1906ET	DARKE	GREENVILLE	4
2011E	DEFIANCE	DEFIANCE	4
2172ET	DELAWARE	DELAWARE	5
2188	DELAWARE	POWELL	5
2207	ERIE	SANDUSKY	4
2301ET	FAIRFIELD	LANCASTER	2
2308T	FAIRFIELD	PICKERINGTON	2
2436CEFD T	FAYETTE	WASHINGTON COURT H	3
2503T	FRANKLIN	COLUMBUS	5
2509	FRANKLIN	COLUMBUS	5
2511	FRANKLIN	COLUMBUS	5
2512	FRANKLIN	WESTERVILLE	5
2516	FRANKLIN	WHITEHALL	5
2520T	FRANKLIN	COLUMBUS	5
2524LDT	FRANKLIN	COLUMBUS	5
2528	FRANKLIN	GAHANNA	5
2530	FRANKLIN	GROVE CITY	5
2561	FRANKLIN	COLUMBUS	5
2562E	FRANKLIN	HILLIARD	5
2565T	FRANKLIN	COLUMBUS	5
2575	FRANKLIN	COLUMBUS	5
2586	FRANKLIN	COLUMBUS	5
2608ET	FULTON	WAUSEON	4
2705CEFD T	GALLIA	GALLIPOLIS	2
2812	GEAUGA	CHESTERLAND	1
2817E	GEAUGA	CHARDON	1
2902T	GREENE	BEAVERCREEK	3
2910T	GREENE	FAIRBORN	3
2921ET	GREENE	XENIA	3
3005ET	GUERNSEY	CAMBRIDGE	2
3105	HAMILTON	MONTGOMERY	3
3120E	HAMILTON	MOUNT HEALTHY	3
3129	HAMILTON	CINCINNATI	3
3141E	HAMILTON	SHARONVILLE	3
3150T	HAMILTON	CINCINNATI	3

<b>ID</b>	<b>COUNTY</b>	<b>LOCATION</b>	<b>DISTRICT</b>
3155	HAMILTON	CINCINNATI	3
3159T	HAMILTON	CINCINNATI	3
3168	HAMILTON	HARRISON	3
3170	HAMILTON	CINCINNATI	3
3182	HAMILTON	CINCINNATI	3
3188T	HAMILTON	CINCINNATI	3
3191	HAMILTON	CINCINNATI	3
3211ET	HANCOCK	FINDLAY	4
3306T	HARDIN	KENTON	4
3410CEFD	HARRISON	CADIZ	2
3503	HENRY	NAPOLEON	4
3628T	HIGHLAND	HILLSBORO	3
3704	HOCKING	LOGAN	2
3810CT	HOLMES	MILLERSBURG	2
3917AT	HURON	NORWALK	4
4039CEFD	JACKSON	JACKSON	2
4102LDT	JEFFERSON	STEUBENVILLE	2
4103LDT	JEFFERSON	RAYLAND	2
4127	JEFFERSON	STEUBENVILLE	2
4203ET	KNOX	MOUNT VERNON	5
4305ET	LAKE	PAINESVILLE	1
4327T	LAKE	WICKLIFFE	1
4328	LAKE	WILLOWICK	1
4334	LAKE	MENTOR	1
4407ET	LAWRENCE	IRONTON	2
4410	LAWRENCE	PROCTORVILLE	2
4501	LICKING	JOHNSTOWN	5
4510T	LICKING	PATASKALA	5
4515ET	LICKING	NEWARK	5
4606ET	LOGAN	BELLEFONTAINE	4
4718	LORAIN	WELLINGTON	1
4721	LORAIN	AVON LAKE	1
4723T	LORAIN	ELYRIA	1
4740	LORAIN	LORAIN	1
4787LDT	LORAIN	NORTH RIDGEVILLE	1
4790LDT	LORAIN	LORAIN	1
4807T	LUCAS	OREGON	4
4808ET	LUCAS	TOLEDO	4
4841T	LUCAS	TOLEDO	4
4844	LUCAS	TOLEDO	4
4857T	LUCAS	SYLVANIA	4

<b>ID</b>	<b>COUNTY</b>	<b>LOCATION</b>	<b>DISTRICT</b>
4901T	MADISON	LONDON	5
5004LDT	MAHONING	YOUNGSTOWN	1
5008	MAHONING	YOUNGSTOWN	1
5010	MAHONING	YOUNGSTOWN	1
5024	MAHONING	POLAND	1
5032	MAHONING	BOARDMAN	1
5047	MAHONING	YOUNGSTOWN	1
5113ET	MARION	MARION	4
5209ET	MEDINA	MEDINA	1
5215T	MEDINA	WADSWORTH	1
5312	MEIGS	POMEROY	2
5408ET	MERCER	CELINA	4
5507	MIAMI	PIQUA	4
5512ET	MIAMI	TROY	4
5606	MONROE	WOODSFIELD	2
5720T	MONTGOMERY	DAYTON	3
5740T	MONTGOMERY	WEST CARROLLTON	3
5754ET	MONTGOMERY	HUBER HEIGHTS	3
5758AT	MONTGOMERY	DAYTON	3
5764	MONTGOMERY	DAYTON	3
5765	MONTGOMERY	TROTWOOD	3
5772ET	MONTGOMERY	CENTERVILLE	3
5811	MORGAN	MCCONNELSVILLE	2
5904T	MORROW	MOUNT GILEAD	5
6015E	MUSKINGUM	ZANESVILLE	2
6103	NOBLE	CALDWELL	2
6212	OTTAWA	PORT CLINTON	4
6310	PAULDING	PAULDING	4
6420AT	PERRY	NEW LEXINGTON	2
6509ET	PICKAWAY	CIRCLEVILLE	5
6606T	PIKE	WAVERLY	3
6704ET	PORTAGE	RAVENNA	1
6715	PORTAGE	KENT	1
6724	PORTAGE	STREETSBORO	1
6805ET	PREBLE	EATON	3
6911	PUTNAM	OTTAWA	4
7008	RICHLAND	MANSFIELD	4
7009	RICHLAND	SHELBY	4
7129ET	ROSS	CHILLICOTHE	3
7209ET	SANDUSKY	FREMONT	4
7312	SCIOTO	PORTMOUTH	3

<b>ID</b>	<b>COUNTY</b>	<b>LOCATION</b>	<b>DISTRICT</b>
7419E	SENECA	TIFFIN	4
7502ET	SHELBY	SIDNEY	4
7605LDT	STARK	CANTON	2
7614	STARK	CANTON	2
7619T	STARK	MASSILLON	2
7623T	STARK	ALLIANCE	2
7633	STARK	CANTON	2
7635E	STARK	CANTON	2
7692ET	STARK	NORTH CANTON	2
7721	SUMMIT	AKRON	1
7726E	SUMMIT	CUYAHOGA FALLS	1
7731	SUMMIT	AKRON	1
7732E	SUMMIT	BARBERTON	1
7737	SUMMIT	STOW	1
7742T	SUMMIT	NORTHFIELD	1
7744T	SUMMIT	AKRON	1
7748	SUMMIT	FAIRLAWN	1
7760LDT	SUMMIT	AKRON	1
7832	TRUMBULL	WARREN	1
7835E	TRUMBULL	NILES	1
7840	TRUMBULL	WARREN	1
7841LDT	TRUMBULL	WARREN	1
7901E	TUSCARAWAS	NEW PHILADELPHIA	2
7914T	TUSCARAWAS	UHRICHSVILLE	2
8014	UNION	MARYSVILLE	5
8107	VAN WERT	VAN WERT	4
8203CEFD	VINTON	MCARTHUR	2
8307T	WARREN	MASON	3
8310T	WARREN	FRANKLIN	3
8311ET	WARREN	LEBANON	3
8420ET	WASHINGTON	MARIETTA	2
8514AT	WAYNE	WOOSTER	2
8526	WAYNE	ORRVILLE	2
8613ET	WILLIAMS	BRYAN	4
8712ET	WOOD	BOWLING GREEN	4
8713	WOOD	PERRYSBURG	4
8812CFDT	WYANDOT	UPPER SANDUSKY	4

## EXHIBIT B

### ODPS/BMV PROJECT SPECIFICATIONS

#### I. Transactional Information

The ODPS/BMV averages approximately 10.4 million customers per year across the 191 Deputy Registrars and 7 Reinstatement Service Center locations. The amount spent by each customer can range from \$3.50 (out-of-state vehicle inspection) to thousands of dollars (reinstatement fees) based on the type of transaction. In total, these Deputy Registrars and Reinstatement Service Center locations collect a total of \$661 million per year for an average of \$63.53 per customer.

#### II. ODPS/BMV Application Specifications

The Deputy Registrars and Reinstatement Service Centers use BASS (Business Application Services System) as the front-end application for all transactions. The web-based application provides numerous services to its many customers around the state of Ohio. Its high volume service includes issuing Vehicle Registrations, Driver Licenses, Reinstatements and ID Cards.

The system is primarily used to issue Driver Licenses and Vehicle Registrations and interfaces real-time to the Vehicle Registration System (VRS), Driver's License System (DLS), and other systems, and handles all point-of-sale (POS) functionality. BASS provides bank deposit information and updates a central deposit system. It also implements numerous other services offered by the Deputy Registrars, such as Driver and Vehicle Abstracts, Special and Personalized Plates, Salvage Title Inspection Receipts, CDL Test Receipts, Motor Coach Bus Inspections, Driver Images, Print on Demand Vehicle Registration Stickers and a host of POS items.

BASS is an in-house application written in VB.NET and utilizes a Microsoft .NET 4.0 framework. The application also uses client-services for many functions and has a SQL Server 2005 database. (Note: ODPS/BMV is currently working on upgrading the database to either 2008R2 or 2012).

BASS will serve as the ODPS/BMV front-end application for the acceptance of financial transaction device (FTD) services. The cost of all services, except the financial transaction service fees, will be calculated and originate in BASS. All point-of-sale/point-of-interaction components should integrate with BASS at either the client or server level. **The preferred solution is for the point-of-sale device to stand-alone and have no direct connection with the PC.** Any recommended solution must be able to interface with BASS and both accept and send information via an API. (ODPS/BMV IT employees will be responsible for any development in BASS to support the integration).

#### III. ODPS Hardware Specifications

There are approximately 1500 workstations across the network of Deputy Registrars and Reinstatement Service Centers. **Of those 1500, approximately 1000 are used to tender transactions and would need the ability to accept credit card transactions.** ODPS/BMV is requesting any solution provided be able to operate with a Dell OptiPlex 9030 desktop.

ODPS/BMV runs Windows 7 64-bit and either Internet Explorer version 11.0 or version 9.0 based on location. However, ODPS/BMV will be working to standardize on Internet Explorer

version 11.0 (or higher) on all workstations before the start of this project. It is ODPS/BMV's goal to stay current on all Microsoft technologies and be at either the current version or the current version minus one. In addition, based on the set-up at the agency, it may be necessary that the solution integrate with Windows 7 32-bit.

Full specifications for these workstations can be found at the following location: [http://www.dell.com/learn/us/en/19/shared-content~data-sheets~en/documents~dell-optiplex-9020-spec-sheet\\_final\\_v2\\_g13001038.pdf](http://www.dell.com/learn/us/en/19/shared-content~data-sheets~en/documents~dell-optiplex-9020-spec-sheet_final_v2_g13001038.pdf)

Additionally, all client workstations have a Verifone MX870 signature pad (model M094-107-01-RC) and a standard USB magnetic card swipe reader attached. The signature pad includes functionality that allows the customer, based on the transaction type, to electronically read and sign electronic documents. The signature pad is also used to capture the customer's signature for his Ohio Driver License or Identification Card. The magnetic card swipe reader is used to swipe the customer's Ohio Driver License or Identification Card in order to pull information from the card to auto-populate several fields in the BASS application.

While not required, please advise if the point-of-sale/point of interaction equipment could be used to replace the existing Verifone MX870 signature pad by providing the same functionality. Another option is to use the current Verifone MX870 signature pad as the point-of-sale/point-of-interaction terminal in lieu of adding a specific piece of equipment to support the financial transaction device (FTD) service.

Finally, the ODPS/BMV does not anticipate replacing the USB magnetic card swipe reader as these are very small units and often located in convenient locations (e.g., attached to the side of the monitor, next to the keyboard, etc.) on the clerk side of the counter.

#### **IV. Service Fee Strategy**

The Treasurer and ODPS/BMV are asking for the Respondent's input on what expenses related to the acceptance of credit cards can be included in a service fee.

It is a project goal that the contractor be responsible for paying all costs associated with the acceptance of credit cards through the use of a service fee. If all costs cannot be included in the service fee, please explain what expenses can (and cannot) be included in a service fee.

It is anticipated that the contractor would charge a percentage based service fee to customers, as permitted by card association agreements, to cover the cost of providing a credit card payment system, the hardware needed to implement the credit card payment system, the credit card fees and any other expenses related to the acceptance of credit cards. The contractor will be required to use one of the State's designated public depositories listed in Exhibit C. The service fee revenue will settle directly to the contractor and funds will be collected, disbursed and managed by the contractor.

It is also a project goal that an itemized receipt will be provided to the customer that breaks down all transactions and fees. See Exhibit C.

**EXHIBIT C**

**SAMPLE ITEMIZED RECEIPT**

State of Ohio  
Department of Public Safety  
Bureau of Motor Vehicles

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OH BMV X-press  
33 TEST SST STREET  
COLUMBUS OH 45693  
(614) 752-7800

**SALE RECEIPT**

Sep 09 2014 9:19 AM

0103-14-0007717

CUSTOMER: JOHN Q SAMPLE

Issue VR 358942ED	\$81.00	
BMV Service Fee	\$3.50	
Subtotal		\$84.50
Issue VR 358943ED	\$35.00	
BMV Service Fee	\$3.50	
Subtotal		\$38.50
Save our Sight	\$1.00	
Opportunities for Ohioans with Disabilities	\$2.00	
Transaction Total Due:		\$126.00
Credit Card Service Fee		\$2.52
<b>TOTAL DUE:</b>		<b>\$128.52</b>
PRT: Sep 09 2014 9:29 AM	Units:	2

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PAYMENT:	Credit Card	Transaction Type:	CREDIT
Trans Amt:	\$126.00	VISA:	XXXXXXXXXXXX1234
		Confirmation #:	12345678901
			APPROVED

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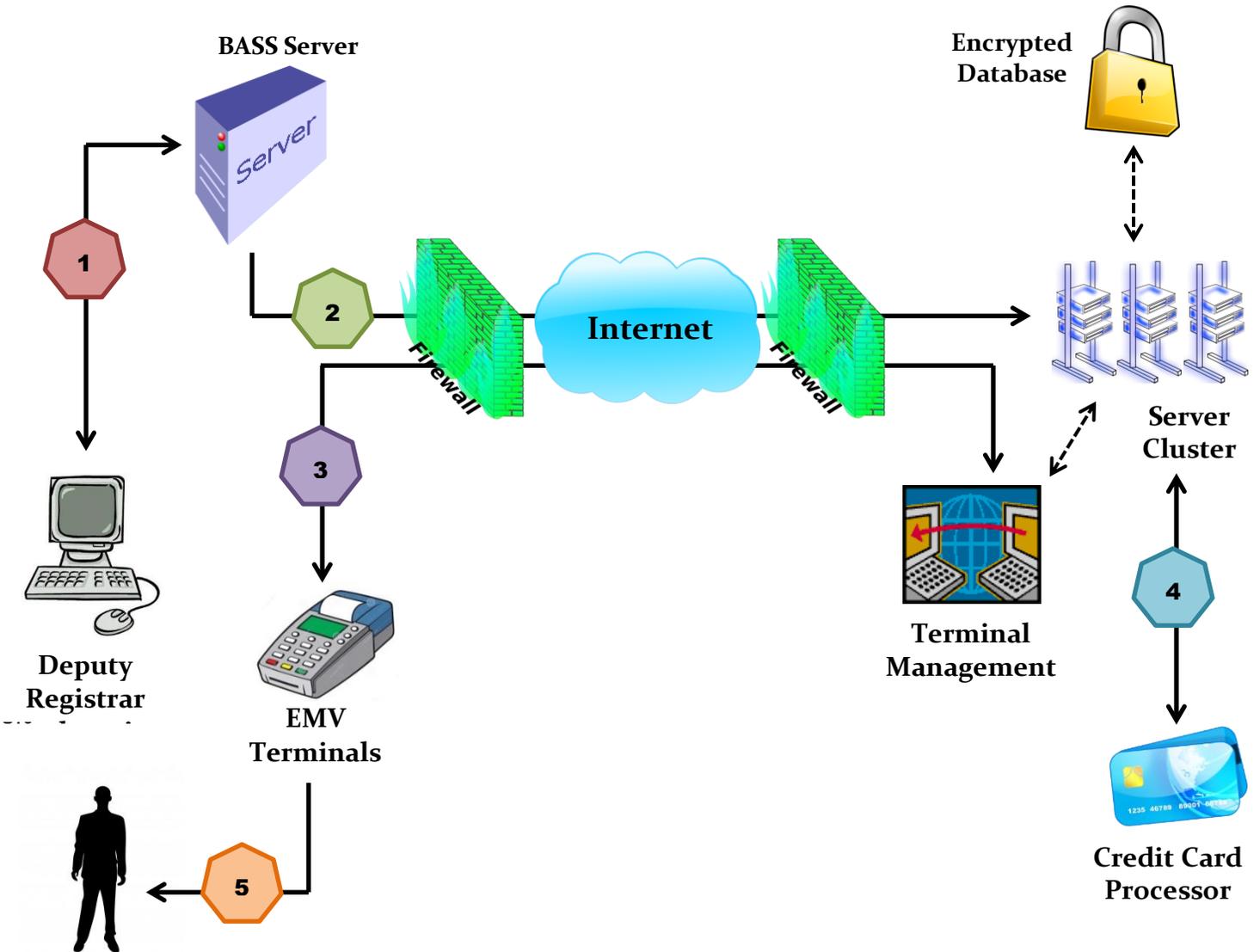
PAYMENT:	Credit Card	Transaction Type:	CREDIT
Trans Amt:	\$2.52	VISA:	XXXXXXXXXXXX1234
		Confirmation #:	10987654321
			APPROVED

I agree to pay the above total amount according to card issuer agreement

Customer Copy

## EXHIBIT D

### ODPS/BMV's Preferred Solution Model



**STEP 1:** DR employee enters credit card transaction type into BASS via his workstation.

**STEP 2:** BASS places a secure web service call to create the transaction order.

**STEP 3:** DR employee retrieves the order and requests a credit card authorization.

**STEP 4:** Gateway Provider authorizes the payment with the Credit Card Processor

**STEP 5:** EMV terminal prints receipts and DR employee confirms credit card payment.

**EXHIBIT E**

**OHIO TREASURER OF STATE PUBLIC DEPOSITORY LIST**

*The following is a list of financial institutions designated by the Board of Deposit as public depositories for 2014-2016.*

Fifth Third Bank

First Merit Bank

Huntington National Bank

JP Morgan Chase Bank

Key Bank

PNC Bank

US Bank

## EXHIBIT F – FEE PROPOSAL

1. Monthly Service/Maintenance Charge (monthly charges such as per agency, per merchant identification number, etc.)
2. Interchange Rates and Qualifications
  - a. Mastercard
  - b. Visa
3. Processor Assessments and Fees
  - a. Credit card transaction fees
  - b. Settlement Bank transfer fees
4. Method of Acceptance Fees
  - a. Account Receivable fees
  - b. Point-of-purchase fees
  - c. Settlement Bank fees
  - d. Other (specify)
5. Authorization/Verification Fees
  - a. Discover Network
  - b. American Express
6. Online Reporting Fees
  - a. Specify terms such as prices per month, per access, per item, etc.
  - b. Data transmission file
  - c. Software
  - d. Licenses
  - e. Other (specify)
7. Additional Transactional Fees
  - a. Chargebacks
  - b. Voids
  - c. Debits
  - d. Adjustments
8. PCI DSS 3.1 Compliance Requirements Fees
  - a. Certifications (ODPS/BMV and DRs)
  - b. Annual Reporting
9. Account Management Services
  - a. Customer Service/Help Desk
  - b. Specify terms

10. Specify Transaction Authorization and Processing Software for Personal Computer (PC) Application

11. Hardware

- a. Terminals
- b. Printers
- c. PC Keyboard Swipe
- d. Connection cables, i.e. Ethernet
- e. Supplies, i.e. ink cartridges, receipt tapes
- f. Other (specify)

12. Volume Discounts – Detail discount applied if transaction/dollar volumes reach a specified level

13. Other Costs – Detail any additional costs

## EXHIBIT G – BUSINESS REQUIREMENTS

1. Respondent shall provide the services outlined in this RFP.  
 Yes                       No
2. Respondent agrees to respond to transaction confirmations and requests for data within the same Business Day of request by the Treasurer and/or ODPS/BMV or their auditors. Upon request, the Treasurer may extend the deadline for the Respondent, but in no event shall the deadline exceed three (3) Business Days.  
 Yes                       No
3. The Respondent certifies it has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the Treasurer.  
 Yes                       No
4. The Respondent agrees to comply with all federal, state, and local laws.  
 Yes                       No
5. The Respondent agrees to safeguard the privacy of State financial information and to administer all merchant accounts consistent with prudent banking practices, appropriate encryption, including EMV encryption, and password security programs.  
 Yes                       No
6. The Respondent agrees to maintain at least a daily backup of all data and information pertaining to the ODPS/BMV and DR's transactions. The Respondent agrees to provide both an on-site immediate recovery option and an off-site stored copy preferably in a different region, in the event of a local or regional disaster.  
 Yes                       No
7. The Respondent agrees to take any and all steps necessary, including but not limited to, opening new accounts, developing data feeds, reporting, and training Treasury and ODPS/BMV and DR staff to ensure that the required services and processes agreed upon by the Treasurer are thoroughly implemented and tested prior to activation.  
 Yes                       No
8. The Respondent agrees to commit the necessary resources to the conversion process to ensure that any transition is performed in a timely, prudent manner and agrees that required services and processes agreed upon by the Treasurer will be thoroughly tested by both the Respondent, OPDS/BMV, DRs and the Treasurer and will be fully operational and completed by July 1, 2016.  
 Yes                       No
9. The Respondent agrees that all documents, agreements, and service terms, including signing authority, shall be incorporated into the Gateway Services Agreement executed with either the Treasurer or one of the State's Processors.  
 Yes                       No

10. The Respondent agrees that it shall not open, close, or otherwise modify a merchant account at the request of ODPS/BMV or any DR. The Respondent agrees that all accounts and services related to the merchant accounts may only be opened, changed, or closed upon the express direction of the Treasurer or his designee.
- Yes  No
11. If the Treasurer and/or ODPS/BMV are dissatisfied with services received by Respondent's personnel, the Respondent agrees that Treasurer shall have the right to request replacement personnel whom the Respondent shall provide at no additional cost.
- Yes  No
12. The Respondent agrees to submit a cost proposal for gateway services which is at least as favorable as the pricing level the Respondent has with any other Merchant Account Holder having similar services or comparable transaction volumes.
- Yes  No
13. In the event that any Merchant Account Holder of the Respondent, having comparable transaction volumes, negotiates a lower fee structure for these requested services or similar services, the Respondent agrees to notify the Treasurer within thirty (30) days and extend the lower negotiated rate within thirty (30) days of said notice retroactive to the first date the lower rate became effective with the other Merchant Account Holder. Further, the Respondent agrees that if it fails to comply with this requirement, the Treasurer shall notify the Respondent of its obligation to extend the lower negotiated rate to the State within thirty (30) days of receipt of notice from the Treasurer and will reimburse the State the difference between the amount the State was charged and the lower negotiated rate.
- Yes  No
14. The Respondent agrees to pay conversion costs on any ODPS/BMV or DR accounts.
- Yes  No
15. The Respondent agrees that fees in this proposal shall be guaranteed through the term of the Gateway Services Agreement executed with the Treasurer or the State's Processor. A reduction of fees is permissible, but shall be reflected by an amendment to the Gateway Services Agreement. No increase to any fee will be permitted unless agreed to in writing by the Treasurer.
- Yes  No
16. The Respondent agrees that the cost of developing its response to the RFP is the Respondent's sole responsibility.
- Yes  No
17. The Respondent agrees to be responsible and held liable for the quality of the work performed by any and all Subcontractors that are needed to carry out the requirements of the State.
- Yes  No

18. The Respondent agrees to notify the Treasurer of the intended use of any Subcontractor not identified within its response and shall receive Treasurer's approval prior to any Subcontractor commencing work.

Yes  No

19. On an ongoing basis, Respondent agrees to affirm that it has not done, or will not do, anything that would violate Ohio's Ethics Law as provided under R.C. §§ 102.03 and 102.04. The Treasurer will determine whether a conflict of interest exists and whether it may reflect negatively on the Treasurer's selection of a Respondent. The Treasurer reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

Yes  No

## EXHIBIT H - ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used. Unless otherwise indicated, the underlying definition/codes/numbers for each term in effect as of the date of the execution of a Gateway Services Agreement with the Treasurer or continue a current contractual relationship, or enter into a new contractual relationship, with one of the State's Processors, shall be used for the duration of the Agreement or contract. If any of these acronyms or definitions are governed by federal, state, or local law, and are changed by the applicable governing body, a Respondent's Gateway Services Agreement or contractual relationship with the State's Processor, if selected, shall be amended to reflect the newest version(s) of the terms defined below:

**ACH** - *Automated Clearing House* - a facility used by Financial Institutions to exchange (clear and settle) electronic debit and credit entries drawn on one another.

**Account Analysis Statement** - the Respondent's electronic statement to the Treasurer and Account Holders for services provided on a monthly basis. Information includes balance information, service activity, and cost itemization as described in Section 2.

**Account Holder** - The Ohio Bureau of Motor Vehicle, a division of the Ohio Department of Public Safety will be the account holder on behalf of the Deputy Registrars located in Ohio.

**BMV** - *Ohio Bureau of Motor Vehicle; a division of the Ohio Department of Public Safety*

**Business Day** - a day other than (1) Saturday or Sunday, (2) a day in which banks in Ohio are required by law to close, or (3) a holiday recognized by the Federal Reserve System.

**DR** - *Deputy Registrars*

**DRP** - *Disaster Recovery Plan*

**EFTP** - *Electronic Funds Transfer Process*

**EMV** - stands for Europay, MasterCard and Visa, a global standard for inter-operation of integrated circuit cards (IC cards or "chip cards") and IC card capable point of sale (POS) terminals and automated teller machines (ATMs), for authenticating credit and debit card transactions.

**Financial Transaction Device** - a credit card, debit card, prepaid or stored value card, or automated clearinghouse network credit, debit, or e-check entry that includes, but is not limited to, accounts receivable and Internet-initiated, point-of-purchase, and telephone-initiated applications.

**Implicit FTPS** - *File Transfer Protocol via SSL* - file transfer method in which a client may not negotiate authentication: a secure method of transporting files from start to finish.

**MTTR** - *Mean Time to Recovery* - a disaster recovery metric designed to measure the average time for a business to return to normal operations following a disaster.

**Merchant Account Holder** - any entity that is deemed to be a customer of Respondent, and that is not a State Agency, Board, or Commission of the State of Ohio.

**ODPS** – *Ohio Department of Public Safety*

**PCI DSS** - *Payment Card Industry Data Security Standards*

**Respondent** - organization/individual submitting a proposal in response to this RFP that is an eligible entity pursuant to R.C. § 113.40.

**R.C.** - *Ohio Revised Code*

**Relationship Manager** - an individual appointed by the Respondent to be the primary contact for all State business pertaining to this RFP.

**SFTP** - transferring files using the secure SSH protocol. Not to be confused with simple FTP over SSH.

**State** - the State of Ohio and any agency, board, commission, or office of the State. When the term “State” is used on its own, it may include the Treasurer.

**Subcontractor** - a third party, engaged by the Respondent, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the Respondent.

**Treasurer** - Ohio Treasurer Josh Mandel and his staff.

**Vendor Services Agreement** - any Agreement between the Treasurer and the Respondent resulting from this RFP.

## EXHIBIT I -

### OHIO TREASURER OF STATE SERVICE CONTRACT LANGUAGE

*The following language is representative of terms required in Treasurer of State of Ohio contracts.*

**APPLICABLE LAW; VENUE:** This Agreement and the rights and obligations of the Treasurer and Respondent shall be governed by the laws of Ohio. Venue for all actions shall occur in the appropriate court in Franklin County, Ohio.

**ASSIGNMENT:** Neither this Agreement or any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer. In addition, during the term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

**AUDITOR OF STATE FINDINGS:** The Respondent affirmatively represents and warrants to Treasurer that it is not subject to a finding for recovery under R.C. § 9.24 or that it has taken the appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. The Respondent agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties, and any funds paid by the State hereunder shall be immediately repaid to the State, or any action for recovery of the funds may be immediately commenced by the State for recovery of said funds.

**BUSINESS EXPENSES:** Unless expressed otherwise in this Agreement, the Respondent shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

**CERTIFICATION OF FUNDS:** It is expressly understood and agreed by the parties that all funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligation due hereunder, the State's obligations under this contract are terminated as of the date that the funding expires without further obligation of the Treasurer, provided that the Respondent shall be paid for all obligations incurred by the Treasurer in connection with services performed through the date of termination. The parties further understand that this agreement is subject to R.C. § 126.07.

#### **RESPONDENT'S REPRESENTATIONS AND WARRANTIES – COMPLIANCE WITH LAWS:**

**The Respondent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, etc.**

1. **DRUG FREE WORKPLACE:** The Respondent agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees engage in the work purchase, transfer, use or possession of illegal drugs or alcohol or abuse prescription drugs in any way.
2. **NONDISCRIMINATION OF EMPLOYMENT:** Pursuant to R.C. § 125.111, the Respondent agrees that the Respondent or any person acting on behalf of the Respondent shall not discriminate by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services. The Respondent further agrees that the

Respondent and any person acting on behalf of the Respondent shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin or ancestry.

3. **AFFIRMATIVE ACTION PROGRAM:** The Respondent represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
4. **CONFLICTS OF INTEREST:** During the term of the Agreement, no personnel of the Respondent who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the services shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer in writing. Thereafter, he or she shall not perform any services under this Agreement, unless the Treasurer shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
5. **ETHICS COMPLIANCE:** The Respondent represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. The Respondent further represents, warrants, and certifies that neither the Respondent nor any of its employees will do any act that is inconsistent with such laws.
6. **QUALIFICATIONS TO DO BUSINESS:** The Respondent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement, the Respondent, for any reason, becomes disqualified from conducting business in the State of Ohio, the Respondent will immediately notify the Treasurer in writing and will immediately cease performance of the services under the Agreement.
7. **CAMPAIGN CONTRIBUTIONS:** The Respondent hereby certifies that neither the Respondent nor any of the Respondent's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. § 3517.13.
8. **DEBARMENT:** The Respondent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. § 153.02 or R.C. § 125.25.

**FORCE MAJEURE:** The Respondent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions, loss, or malfunctions of utilities, transportation, computer (hardware or software), or communications service;

accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Nothing in the preceding paragraph shall relieve the Respondent of its duty to maintain a business continuity plan that ensures that the flow of services shall continue without interruption, or in Respondent's obligation to perform any duty upon resuming business.

**INCORPORATION:** This Agreement incorporates the Request for Information, the Response to the Request for Information, and all attachments and exhibits. However, if a conflict should arise between the Agreement and the Request for Information, the Response to the Request for Information, and any attachment or exhibit, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement shall be in writing.

**LIABILITY:**

1. The Respondent agrees to indemnify and to hold the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement that are attributable to Respondent's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks.
2. The Respondent shall bear all costs associated with defending the Treasurer and the State of Ohio against any claims.
3. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages or lost profits.

**MISCELLANEOUS:**

1. **WAIVER:** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
2. **NOTICES:** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
3. **CONFLICT:** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

4. **HEADINGS:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
5. **SEVERABILITY:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
6. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
7. **EXECUTION:** This Agreement is not binding upon the Treasurer unless executed in full, and is effective as of the last date of signature by the Treasurer.
8. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
9. **FACSIMILE SIGNATURES:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

**NO THIRD-PARTY BENEFICIARIES:** In performing hereunder, the Respondent is acting solely on behalf of the Treasurer and no contractual or service relationship shall be deemed to be established hereby between the Treasurer and any other person.

**PUBLICITY:** Any use or reference to this Agreement by the Respondent to promote, solicit, or disseminate information regarding the scope of this Agreement is prohibited, unless otherwise permitted in writing by the Treasurer.

**TERMINATION:** This Agreement may be terminated without cause and without penalty by the Treasurer by giving written notice to the Respondent. Such termination shall not affect any outstanding transactions or any obligation under this Agreement which is then outstanding and the provisions of this Agreement shall continue to apply to each transaction and each obligation until all the obligations of each party to the other under this Agreement have been fully performed.

**TRANSFER COSTS:** The Respondent agrees that it shall bear all costs associated with the transfer and assumption of obligations by the Respondent under the Agreement.

**ATTACHMENT A – EXCEPTION SUMMARY FORM**

ANY AND ALL EXCEPTIONS that the Respondent takes with the minimum requirements and terms and conditions of this RFP must be noted here.

Using this format, please list any exception that the Respondent wishes to communicate, keeping the items in the same order as they appear in the RFP.

<b>RFP Section #</b>	<b>RFP Page #</b>	<b>EXCEPTION - Provide a detailed explanation of the exception.</b>	<b>ALTERNATIVE – Provide the proposed alternative.</b>