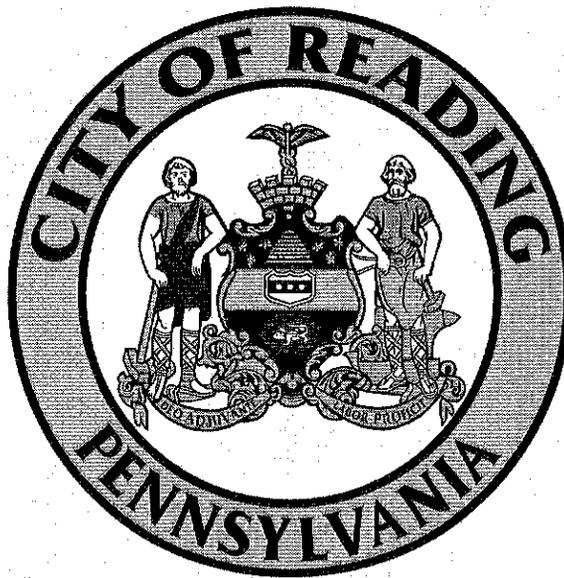
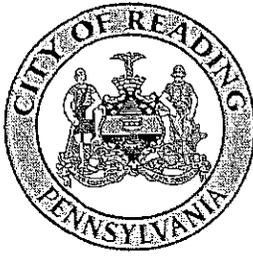


REQUEST FOR PROPOSALS
CREDIT CARD PROCESSING SERVICES
CITY OF READING



C O N T R A C T
Between
CITY OF READING
and
VALUE PAYMENT SYSTEMS

For credit card processing services
for the City of Reading,
Department of Administrative
Services, City of Reading,
Pennsylvania.



CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
ROOM 2-45
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6207

TAMMI REINHART
PURCHASING COORDINATOR

April 11, 2013

Mr. Jeff Gardner, COO
Value Payment Systems
2207 Crestmoor Road, Suite 200
Nashville, TN 37215

Dear Madam or Sir:

The City of Reading has awarded you the contract for the credit card processing services for the City of Reading.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator.

The City Solicitor will notify you when the necessary papers are ready for signature.

Sincerely,

A handwritten signature in cursive script, appearing to read "Reinhart", written over a horizontal line.

Tammi Reinhart
Purchasing Coordinator

DEPARTMENT OF LAW

APR 17 2013

1:24 PM

RECEIVED

from Purchasing





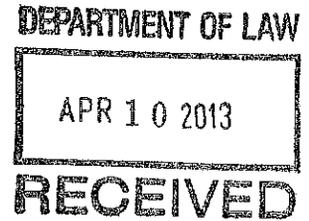
CITY OF READING, PENNSYLVANIA

CITY COUNCIL OFFICE
ROOM 2-24
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6205

LINDA A. KELLEHER CMC
CITY CLERK

April 9, 2013

Ms. Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street
Reading, PA 19601



Dear Ms. Reinhart:

The City of Reading City Council, at their Regular Business Meeting held on Monday, April 8, 2013, approved the following contract awards:

Award of Contract - to Value Payment Systems, 2207 Crestmoor Road, Suite 200, Nashville, TN for the Credit Card Processing Services. Value Payments Systems will not be charging the City any fees associated with the project. A flat convenience fee of \$1.95 is applied to the transaction if it is less than \$78.00. If it is greater than \$78.00, then a fixed convenience fee of 2.5% is added to the transaction
(Purchasing)

Sincerely,
City of Reading

Linda A. Kelleher CMC
City Clerk

C: Members of Council, Solicitor, Managing Director



CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

RFP: Collection of Delinquent Utility
Based Fees

DUE DATE: 2:00 P.M. Prevailing Time,
December 14, 2012

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

**Q1. WHAT IS YOUR CURRENT DOLLAR VOLUME IN MASTERCARD
AND VISA?**

A1. ZERO

**Q2. IF CARDS ARE NOT ACCEPTED TODAY, PROVIDE GROSS SALES
VOLUME?**

**A2. NO SALES CREDIT CARD FOR UTILITY, FEES, LICENSES AND
PERMITS**

**Q3. WHAT IS CURRENT DOLLAR VOLUME FOR AMERICAN EXPRESS
AND DISCOVER?**

A3. ZERO

Q4. WHAT IS CURRENT AVERAGE TRANSACTION?

A4. ZERO

Q5. WHAT IS TOTAL NUMBER OF TRANSACTIONS BY CARD TYPE?

A5. ZERO

- Q6. CURRENT PROCESS FOR ACCEPTING PAYMENTS: E.G. STAND ALONE TERMINALS, POS INTERFACE?**
- A6. N/A**
- Q7. NAME, TYPE AND MODEL NUMBER OF EQUIPMENT BEING USED?**
- A7. N/A**
- Q8. FORM OF COMMUNICATION BEING USED: E.G. FRAME, LEASED LINE, INTERNET, DIAL?**
- A8. N/A**
- Q9. DO YOU USE A THIRD PARTY INTEGRATOR (VAR)?**
- A9. NO**
- Q10. WHO IS IT? AND ARE THEY CERTIFIED TO FDC?**
- A10. N/A**
- Q11. HOW ARE YOU CURRENTLY BEING PRICED? BUNDLED, UNBUNDLED, QUALIFIED/ NON-QUALIFIED?**
- A11. NONE**
- Q12. ARE FEES BEING DEBITED DAILY OR MONTHLY?**
- A12. SHOULD BE MONTHLY**
- Q13. DO YOU REQUIRE CUSTOMIZED REPORTING?**
- A13. YES WE WILL**
- Q14. DESCRIBE THE CUSTOM REPORTING BEING RECEIVED TODAY.**
- A14. NONE**
- Q15. WHO IS YOUR CURRENT ACQUIRER?**
- A15. NONE**

Q16. WHO IS YOUR CURRENT FINANCIAL INSTITUTION?

A16. WELLS FARGO

Q17. WHAT BILL TYPES OTHER THAN BUSINESS PRIVILEGE TAX IS THE CITY LOOKING TO ACCEPT PAYMENT FOR? CAN YOU PROVIDE A LIST OF BILL TYPE, FREQUENCY, BILL AVERAGE?

A17. ALL CURRENT AND FUTURE BILLS/FEEES

Q18. WILL THE CITY ABSORB THE PROCESSING COSTS OR WILL THE USER PAY THE COST TO PROCESS?

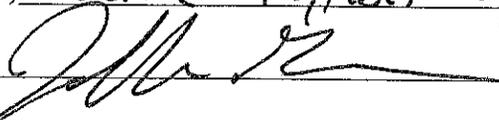
A18. NOT SURE YET.

Q19. WHAT BILLING SOFTWARE WOULD THE PROCESSOR NEED TO INTEGRATE WITH?

A19. NOT SURE YET.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Value Payment Systems

Authorized Signature 

Title C.O.O.

Name (Type or Print) Jeff Gardner

Date 12/10/12

This Agreement, Made and concluded this 15th day of May A.D. two thousand and thirteen (2013) by and between the City of Reading, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and VALUE PAYMENT SYSTEMS, a ~~corporation~~ ^{limited liability company} duly organized and existing under the laws of the State of Pennsylvania, with its principal office in Nashville, TN Tennessee 02 05/06/13 hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor No. _____ dated _____ submitted to the City, attached hereto and made a part hereof the following merchandise as per specifications:

For credit card processing services for the City of Reading, Department of Administrative Services, City of Reading, Pennsylvania. (A flat convenience fee of \$ 1.95 is applied to the transaction if it is less than \$78.00. If it is greater than \$78.00, then a fixed convenience fee of 2.5% is added to the transaction.)

A convenience fee of 2.50% of the payment amount will be added to the transaction, minimum of \$1.95.

02 05/06/13

The Vendor agrees to furnish only such merchandise which shall have fully met the specifications herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply, in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon the said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered, at the end of each calendar month, upon an invoice being presented by the Vendor setting forth the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under the contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

BASIS OF CONTRACT. This contract is founded on Item _____
Division of _____, Department of Administrative Services
_____, in the annual appropriations
for the fiscal year 2013.

IN WITNESS WHEREOF, the said City of Reading has caused this agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the presence of

Signed and sealed in the presence of

CITY OF READING
By: [Signature]
Mayor
Attest: [Signature]
City Clerk

VALUE PAYMENT SYSTEMS, LLC
By: [Signature]
Jeffrey C. Gardner
Chief Operating Officer
Attest: [Signature]
Secretary

[Signature]
My Commission Expires 11-3-2015
LEANN MARTIN MOCK
STATE OF TENNESSEE
NOTARY PUBLIC

ValuePaymentSystems



ORIGINAL



REQUEST FOR PROPOSAL

Credit Card
Processing Services

FOR

City of Reading, PA

December 14th, 2012

Corporate and Contact Information

VALUE PAYMENT SYSTEMS CORPORATE LOCATION

Value Payment Systems, LLC
2207 Crestmoor Road Ste. 200
Nashville, Tennessee 37215
Phone: 615.730.6367
Fax: 615-730-6385
www.valuepaymentsystems.com

VALUE PAYMENT SYSTEMS SALES/MARKETING CONTACT

Scott Slusser
Chief Marketing Officer
Value Payment Systems, LLC
2207 Crestmoor Road, Ste. 200
Nashville, Tennessee 37215
Phone: 615.730.6367 x 331
sslusser@valuepaymentsystems.com

VALUE PAYMENT SYSTEMS OPERATIONS CONTACT

Jeff Gardner
Chief Operating Officer
Value Payment Systems, LLC
2207 Crestmoor Road, Ste. 200
Nashville, Tennessee 37215
Phone: 615.730.6367 x330
jgardner@valuepaymentsystems.com

VALUE PAYMENT SYSTEMS SECURITY/NETWORK CONTACT

Joe Thomas
Director of Network Security
Value Payment Systems, LLC
2207 Crestmoor Road, Ste. 200
Nashville, Tennessee 37215
Phone: 615.730.6367 x 383
jthomas@valuepaymentsystems.com

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2207 Crestmoor Rd Ste. 200
Nashville, TN 37215
(p) 615.730.6367

Letter of Transmittal

City of Reading
Purchasing Department
City Hall, 815 Washington St
Reading, PA 19601

Dear Tammi Reinhart,

Value Payment Systems, LLC (VPS) would like to thank you for the opportunity to submit a response to your Request for Proposal for Credit Card Processing Services for utilities and fees. VPS fully understands the requirements of this solicitation and is excited about the opportunity to demonstrate our qualifications based on our web, POS, and live operator e-payments experience. We are confident the project can be completed on time and to the full satisfaction of the City.

The key points in our response to the Credit Card Services RFP include but are not limited to:

- Aggressive Pricing
- Government Payment Processing Experience
- Flexible Internet E-Payment Platform
- Commitment to Implementation Excellence

Aggressive Pricing

VPS is, and will continue to be the market leader in low cost gateway and Internet e-payment merchant fee pricing. In fact, in every account where we compete for transaction volume, we are the lowest cost provider. In some accounts our debit card fee is almost 90% less expensive than our competition. In total, our government e-payment solutions alone have saved taxpayers approximately \$5 million in convenience fees since 2010.

Government Payment Processing Experience

VPS has provided electronic payment products and services to various industries including government, education, healthcare, property management and traditional retail merchants for approximately five years. In total, VPS' management team has over 35 years of combined government payments, e-payment program management and e-payment marketing experience.

Our comprehensive e-payment services encompass a wide array of payment channels including the Internet, Live Agent, Point-of-Sale and Interactive Voice Response (IVR) as well as emerging payment methods such as PIN-less debit and Bill Me Later. VPS currently has over 130 clients—most of which are local governments as well as several private sector companies. Clients use our web solutions, IVR, live agents and/or point-of-sale e-payment systems. We currently process payments in over 20 States.

Flexible E-Payment Platform

The VPS gateway is extremely flexible and allows us to develop products and services that meet our client's specific needs. In most cases, we can complete development and testing of a web application within two to four weeks of client approval. Our flexible platform allows for the easy addition, at the client's discretion, of new payment channels (e.g., in-office payments) as well as new payment methods (e.g., ACH /e-check) over time to meet the needs of the City and the bill payer. For example our patent pending income tax payment in-office terminal will allow a clerk or bill payer to initiate and process a tax or other payment type while in the office. A convenience fee (if applicable) will automatically be calculated and, if the transaction is authorized, the bill payer will receive a receipt.

Commitment to Implementation Excellence

Implementation excellence is one core value that we adhere to at VPS. VPS can provide a gateway for accepting, authorizing, and settling credit card, debit card—whether via web, point-of-sale (POS), phone and/or e-check transactions. A real-time confirmation is sent to the government agency and the bill payer to confirm the authenticity of each transaction. VPS customized a detailed plan for the smooth implementation of payment services..

Conclusion

At VPS we will never lose sight of our overarching mission. We firmly believe that our aggressive pricing models, government payment experience, flexibility and commitment to implementation excellence uniquely positions VPS to establish a long-term relationship to assist the City of Reading in making electronic payments the preferred way that bill payers interact with the City.

The Value Payment Systems' team stands prepared to demonstrate our commitment to create value for the City of Reading and its bill payers.

Jeff Gardner is co-founder of Value Payment Systems and is authorized to contractually bind VPS by the terms of this RFP and future negotiations and will be available from 8am – 8pm EST via mobile phone and email throughout this engagement. VPS accepts the general requirements and contract terms as described within the RFP.

Sincerely,



Jeff Gardner
Chief Operating Officer
jgardner@valuepaymentsystems.com
615.730.6367 ext. 330 (office)
615.730.6385 (fax)

Business Background and Direction

VPS is a privately held limited liability company located at 2207 Crestmoor Rd Suite 200, Nashville, Tennessee 37215. The telephone number is 615.730.6367 and fax is 615.730.6385. Formed in 2007 in Nashville, VPS provides electronic payment products and services to various industries including government, utilities, education, healthcare, property management and private sector. Our comprehensive e-payment services encompass a wide array of payment channels including the Internet, Live Agent, Point-of-Sale and Interactive Voice Response (IVR) as well as emerging payment methods such as PIN-less debit and Bill Me Later.

Presently, VPS employs 25 workers and is continuously expanding its personnel to meet our client's needs and satisfaction.

Our Company is driven by our mission statement, which states,

"We will continuously innovate, develop, implement and promote biller direct electronic payment programs, leveraging our scalable and replicable technology, which will deliver the best value for our merchants, our partners and their taxpayers."

Our pricing philosophy is to continuously leverage both internal and external forces to provide low cost pricing options to optimize bill payer adoption while abiding by the payment card Association Rules and Regulations. A recent example of our pricing philosophy in practice includes the reduction of the MasterCard debit card tax payment convenience fee from a variable amount to a fixed fee amount. This modification was made possible by the recent financial reform legislation including the Durbin Amendment.

Our Future Business Direction is to make electronic payments the preferred method of payment for taxpayers. This vision will be realized through the following two key factors:

1. Lower the cost of e-payment processing; and
2. Expand the service offering and functionality of our product.

To address factor #1, VPS is, and will continue to be the market leader in low cost merchant fee pricing. In fact, in every state where we compete for transaction volume, we are the lowest cost provider. In some states our debit card fee are almost 90% less expensive than our competition. This commitment continues on through our offering of the industry's first government income tax payment fixed fee MasterCard debit program. In total, our government e-payment solutions alone have saved taxpayers over \$5 million in fees since 2010.

To address factor # 2, VPS will continue to make available, at the City of Reading's discretion, new product service offerings and functionality. The aforementioned enhancements include but are not limited to:

- The ability for a bill payer to schedule a single future and recurring payments;
- The ability for a bill payer to speak to a VPS live agent to facilitate a tax payment;
- A, patent pending, in-office tax payment solution that can be used to process walk-in payments (equipment is provided at no cost to the Department); and
- Expanded marketing channels that include exclusive tax payment awareness marketing in the H&R Block offices and in the H&R Block digital products.

VPS will also commit to providing marketing funds that will be used, upon approval by the City of Reading, to market our lower cost utility payment product through media channels such as Google, Bing and Yahoo and print media including direct mail, print advertising, in-office collateral and more.

VPS' co-founders have over 20 years of combined government payments, e-payment program management and e-payment marketing experience. Jeff Gardner, co-founder and COO, has over 11 years of experience in managing Web, IVR and Point-of-Sale projects for large government clients including the Internal Revenue Service, State of New York and several local clients. Scott Slusser, co-founder and CMO, has over 11 years of government payment processing sales and marketing experience. Mr. Slusser's responsibilities with VPS include business development, partnership strategies, awareness marketing and product and service innovation.

In addition to an experienced management team, VPS partners with organizations to further provide value to its clients.

WorldPay US, Inc. - VPS leverages WorldPay as our payment processor for authorization and settlement for credit card, debit card and electronic check/ACH payments. WorldPay is a global card payment acquiring business operating in over 30 countries, which allows customers to accept card payments both at point of sale and over the Internet. The company offers services across the entire payment value chain, including transaction capturing, merchant acquiring and transaction processing. Established in 1989, WorldPay processes payments for more than 150,000 merchants in the U.S. and over 100 billion dollars annually.

Patriot Communications LLC - VPS uses Patriot Communications as a subcontractor for hosting our IVR applications. Patriot Communications has been providing exceptional service for nearly 20 years. They currently support more than 350 companies, 2,100 applications and over 50,000 active toll-free telephone numbers. In 2012, Patriot processed more than 200 million telephone calls.

Smart Business Technology - Smart Business Technology is a leading global provider of transaction and point of service IT solutions. By leveraging years of experience and expertise in all aspects of payments and transactional technology, Smart Business Technology provides IT solutions to some of the most prestigious financial institutions, credit card processors and retailers in the world. Also a certified MBE based in Georgia.

Presently VPS provides card processing services for approximately 147 merchant entities. Our current clients are distributed as follows:

- Government: 137 clients including:
 - State of New York Department of Finance and Taxation
 - State of Minnesota Department of Revenue
 - State of Indiana Department of Administration
 - State of Illinois Department of Revenue
 - Kansas State Department of Revenue
 - State of Oregon Department of Revenue
 - Alabama Department of Revenue
 - Gwinnett County, GA
 - Mobile County, AL
 - Santa Fe County, NM
 - Westmoreland County, NY
 - Lafayette Parish, LA
 - Johnson County, KS
 - Shelby County, AL
 - Calcasieu Parish, LA
 - Amherst, NY
 - Lackawanna, NY
 - City of Donna, TX
- Education: 3 clients
- Private: 3 clients
- Health: 2 clients
- Property Management: 2 clients

Scope of Services

1. Provide a competitively based discount for the processing of all four major credit cards: Visa, MasterCard, Discover, and American Express.

VPS Response

Value Payment Systems agrees to provide competitively based discounts. All solutions will allow for acceptance of a wide array of payment methods that include, but are not limited to, MasterCard, Visa, Discover, American Express, PIN-less debit (STAR, NYCE, Pulse, Accel, etc.) and electronic checks/ACH.

To date, VPS has never increased the rates quoted within a proposal for any of its State or local government clients. VPS would be willing to guarantee the rates in the Pricing Sheet of this response for the term of the agreement unless there is a material change in the interchange cost structure (e.g., the Durbin Amendment is repealed). If there ever were a need to modify pricing an advanced 60-day notice and explanation would be given to the City.

2. The service shall allow the City to authenticate the cardholders and use the card's magnetic stripe to authenticate the cardholder and to authorize and capture the transaction.

VPS Response

Value Payment Systems agrees and complies with the authentication request. To meet the increasing demand for credit and debit card e-payment options in the public sector and government, VPS—in addition to web, IVR, and live agent—offers a proprietary, card swipe point-of-sale (POS) payment option, which provides direct settlement to the City's bank of choice. The service provided will allow the City to authenticate the cardholder's card using the magnetic stripe to authorize and capture the transaction.

3. Provide payment, settlement and refunding services.

VPS Response

Value Payment Systems agrees to provide payment, settlement, and refunding services. **See Payment Methods and Settlement (in this section I was unsure how to state that the details were found within all other responses)**

4. Provide a customer receipt that has only the last four (4) digits of the credit card number and does not show the expiration date.

VPS Response

Our POS terminals and our proprietary POS software, tailored for government, enable your bill payers to pay in-office—choosing either a merchant fee model or a convenience fee based credit card transaction. The Ingenico device accepts up to 50 different agency bill payment types—including property tax, utilities, fees and more.

A video demo of the Ingenico iCT220 terminal can be viewed online at <http://www.valuepaymentsystems.com/pos/>

The main advantage of a POS system is its sophisticated data retrieval capability, which includes payment tracking and reporting. The flexibility of the POS system and its ability to handle multiple payment types from one location increases efficiency by reducing the time needed to handle accounting tasks. All VPS services provide a customer receipt that has only the last four (4) digits of the credit card number and does not show the expiration date.

5. Deposit payments into specified City bank accounts by merchant ID.

VPS Response

VPS' standard settlement model provides daily settlement of merchant accounts and deposit payments into specified City bank accounts by merchant ID. We can make next day deposits after settlement into the City's specified bank accounts. VPS would be willing to consider alternative settlement models that are currently approved by the card Associations.

Sale Transaction Day	Settlement File Received by 4 a.m. ET	ACH to Other Institution DDAs
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday	Saturday	Tuesday
Saturday	Sunday	Tuesday
Sunday	Monday	Tuesday

The VPS gateway allows us to process transactions through the appropriate card organization and directly from the settlement bank to the City's existing bank. The convenience fee is processed similarly, but sent to the VPS bank account. All fees are debited from the VPS account so the City will only receive the gross amount of the payment collected. The City's bank will receive the monies within 2 business days (48 hours) as shown in the settlement table above. By settling directly to the City's existing bank account, VPS does not receive any City of Reading's dollars.

For all payment options, VPS will process credit/debit payments for Visa, MasterCard, Discover, and American Express. VPS will also process PIN-less debit (ATM/debit) transactions through the STAR, NYCE, Pulse, and Accel networks. VPS will prompt the customer to select whether the card is credit, debit, or ATM/debit (PIN-less debit). If the bill payer elects to process as a PIN-less debit transaction, VPS will process the transaction through the appropriate network transparent to the customer.

Lastly, VPS has the capability to setup different merchant ids for payment types (personal, business, etc). This allows us to settle to various City accounts based on the payment type. In short, The City has the ability to receive funds to multiple bank accounts across the City (in gross) per payment type making reconciliation extremely easy.

6. Provide online daily transaction and account reconciliation reports by major credit card and by merchant ID.

VPS Response

Another tool that VPS provides is a real-time online tool that shows daily transactions, deposit detail reports, chargeback information, interchange qualification, and detailed search capabilities by customer or merchant ID. VPS provides an on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data. These reports allow the City to export the data in Excel or other formats as necessary. We provide multiple user access to on-line reporting and payment, settlement and refunding services. VPS works very closely with the client to make sure they are not only aware of chargebacks but to keep them informed on the status through weekly chargeback reports. Value Payment Systems agrees to provide online daily reports.

7. Application must be compatible with the City's present equipment and software, or provide equipment and software alternative.

VPS Response

VPS is committed to the flexibility in the products and services offered in the response at the City's request. Our E-Payment Platform is designed to be flexible and conform to your current business processes to reduce unnecessary steps, accelerate program implementation and mitigate support time for the City of Reading. This provides a unique combination that reduces cost and enhances cash flow by increasing the adoption of electronic payment processing.

VPS' scalable e-payment processing system is built to accommodate extremely high processing volume at peak times and can support the seamless integration of new agencies, platforms, payment channels and payment types. This means Value Payment Systems can accommodate the City of Reading's Internet services' business process. Our flexible system can fully accommodate increases in volume of transactions and reports due to the boarding of additional agencies, such as those cited in the RFP. We will work closely with the City's agencies to insure their seamless integration into the VPS system.

VPS will coordinate with the City to develop and execute applications that exceed our client's expectations. VPS agrees to create a mutually acceptable schedule with the City to coordinate file format, testing transmission timing and problem resolution requirements. It is our goal to always be to develop, implement and promote applications, programs and products that will deliver the "best value" for the City of Reading and its taxpayers. **See tab 3 for Implementation Overview**

8. Provide, at no cost to the City, on-site technical service as may be required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.

VPS Response

VPS provides technical support seven (7) days per week. We also provide bi-lingual call center representatives (English and Spanish). The call center will be open from 8am – 8pm, EST from Monday through Saturday. The point of contact for bill payers

includes a toll-free number, fax, email, and online support entry through the payment application. During afterhours bill payers can utilize our web application and IVR for payment processing. We are available Monday – Saturday from 7:00am – 7:00pm to provide technical and operational support. During afterhours there is an escalation process to communicate with management if necessary. Although VPS' payment processing system is hosted at two separate redundant servers and can therefore be serviced remotely, VPS will provide, at no cost to the City, on-site technical service as may be required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.

1. Be a company with at least five (5) years experience processing credit card payment records transmitted for processing and settlement from major credit/debit card processing networks.

VPS Response

Value Payment Systems, LLC has been offering merchant processing services since 2007. Several of our executives and management team members have between 5 and 13 years government payment processing experience. We have deep knowledge of the government payment industry and the unique services requirements (e.g., invoicing, convenience fees, scheduled payments, multiple payment channels, etc.) in this payment category. **See Background and Direction for Further Details**

2. Be a company with at least five (5) public sector customers.

VPS Response

Presently VPS provides card processing services for approximately 147 merchant entities.

- Government: 137 clients including:
 - State of New York Department of Finance and Taxation
 - State of Minnesota Department of Revenue
 - State of Indiana Department of Administration
 - State of Illinois Department of Revenue
 - Kansas State Department of Revenue
 - State of Oregon Department of Revenue
 - Alabama Department of Revenue
 - Gwinnett County, GA
 - Mobile County, AL
 - Santa Fe County, NM
 - Westmoreland County, NY
 - Lafayette Parish, LA
 - Johnson County, KS
 - Shelby County, AL
 - Calcasieu Parish, LA
 - Amherst, NY
 - Lackawanna, NY
 - City of Donna, TX

3. Be compliant with all Payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council.

VPS Response

PCI Level I compliance (see page 62 of Visa PCI document via the link below)
<http://usa.visa.com/download/merchants/cisp-list-of-pcidss-compliant-service-providers.pdf>

4. Provide seven (7) days per week technical support utilizing a customer service phone number.

VPS Response

Value Payment Systems agrees to provide technical support seven days a week utilizing a customer service phone number. **See Response to Previous Question 8**

5. Provide daily settlement of merchant accounts.

VPS Response

Value Payment Systems agrees to provide daily settlement of merchant accounts. **See Response to Previous Question 5**

6. Make next day deposits after settlement into the City's specified bank accounts.

VPS Response

Value Payment Systems agrees to make next day deposits after settlement into the City's specified bank accounts. **See Response to Question 5 in Previous Set**

7. Provide on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data.

8. Have the ability to provide multiple user access to on-line reporting.

VPS Response to Question 7 and 8

Another tool that VPS provides is a real-time online tool that shows daily transactions, deposit detail reports, chargeback information, interchange qualification, and detailed search capabilities by customer or merchant ID. VPS provides an on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data. These reports allow the City to export the data in Excel or other formats as necessary. We provide multiple user access to on-line reporting and payment, settlement and refunding services. VPS works very closely with the client to make sure they are not only aware of chargebacks but to keep them informed on the status through weekly chargeback reports.

VPS will provide daily electronic file transmissions of settled transactions for upload into various The City agencies' systems. VPS is extremely familiar with the wide-range of file format requirements for Government clients and will work with The City to meet their needs. In addition to the daily file format requirements, VPS will provide reports to the City in an agreed upon format including a minimum of the payer name, payer address, payer account number, number of payments received, amount of each payment, total amount received, payment location, and the payment source. This report will be emailed daily to the designated individuals provided by the City for the prior day's transactions. The data in the reports will match the settlement dollars to the City of Reading as well as the data file. VPS is extremely flexible in providing automated daily reports.

Supplemental Applications Information

Web-Based Solution

VPS provides all aspects of a hosted, Internet based web site (or sites) for the City of Reading bill payers to process electronic transactions. The web site will be provided at no cost, including development, functionality, hosting, and maintenance. The web site will use secure methods (including HTTPS) for all data exchanged and provide availability and access to the City of Reading customer's 24x7x365 days per year at a rate equal to or exceeding 99.99% availability.

The transaction process shall display at a minimum the following items to the City of Reading customer for credit card, debit card and PIN-less debit payments:

- Accepted Credit/Debit Cards
- Last Name, First Name
- Street Address
- City State and Zip Code
- Allow for email address entry
- Payment Amount entry box
- Fee Amount
- Unique payment identifier
- Card Number and Exp Date
- Submit and Cancel buttons
- Additional instruction or documentation as required

We have the ability to provide various levels of integration that range from our end-user validated solution to our fully integrated API solution for bill presentment and payment.

- **End-User Validated Web E-Payment Solution** – For areas of collection where an integrated or bill presentment solution is not necessary, we can offer an end-user validated solution that is accessed via a hyperlink directly from your website. Once the customer accesses our secure site, they may enter their personal information, payment amount and corresponding account number or other unique identifier to process a payment. Transaction data may be retrieved through several means including a daily flat file via SFTP, PDF file, Excel file or 24/7 direct online access.

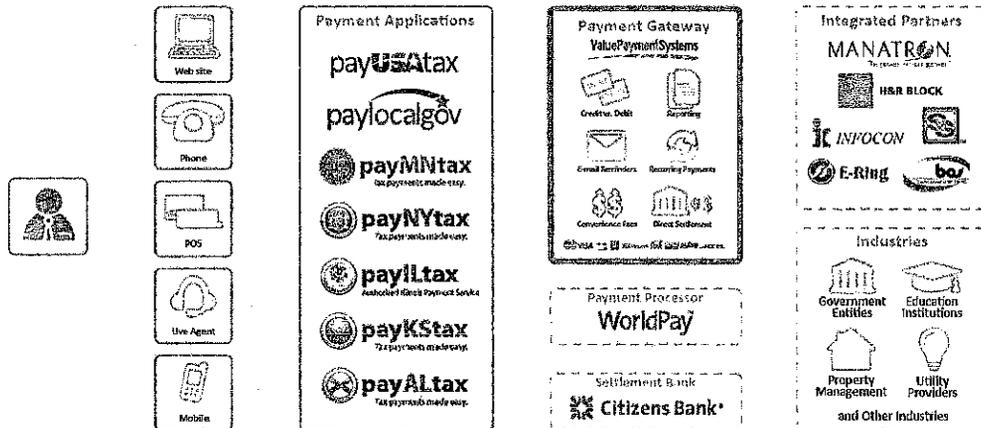
- Hosted Bill Presentment Solution** – VPS offers a solution for agencies to present a bill online along with a payment option. On a predefined basis, the agency sends a daily file of eligible consumers' data to our secure servers. When the customer enters their unique identifier, such as account number, on our secure site, they may view their data in a form of an online bill. Once the billing information is accessed, the consumer may make a payment via credit card or debit card. The transaction data is retrievable through several means including a daily flat file via SFTP, PDF file, Excel file or 24/7 direct online access.
- Web E-Payment Integrated API** – This solution provides a seamless interface with a given software system in real-time. After a customer selects to make a payment on the agency's website, the customer's payment and demographic information is posted to our payment screen in real-time. The customer completes the transaction and the transaction data returns back to your system in real-time or via a daily flat file via SFTP, PDF file, Excel file or 24/7 direct online access.

Phone E-Payment Services

Our Phone E-Payment Services include a touch-tone IVR service and a Bilingual Live Agent service. Our IVR e-payment service is available 24 hours a day, 7 days a week.

See Tab 7 for sample IVR Script

The transaction system that we recommend for the City of Reading is detailed in the chart below.



VPS and WorldPay manage communication between the VPS e-payment systems and financial institutions, ensuring that it is easy for you to accept all types of payments from your taxpayers, and that you quickly receive the amount due.

1. **Payment Transmission** – When a card is swiped in-person, online, or via the phone, transaction details are sent to WorldPay's processing systems.
2. **Authorization** – WorldPay verifies the payment details and sends an authorization request with all relevant information to the appropriate financial institution.
3. **Verification** – The financial institution validates the information and verifies whether there are sufficient funds in the customer's account.
4. **Approval** – If everything is correct and enough funds exist, the financial institution approves the transaction and sets aside the payment amount to be transferred to your merchant account.

Various controls can be put into place to mitigate duplicate payment. These controls are customized based on the requirements of the client and include but are not limited to:

- (1) messaging the consumer to notify them of a previous payment processed;
- (2) messaging the consumer to notify them that an identical payment cannot be processed within a specific time frame; and
- (3) providing the consumer with a Payment Verification tool to verify previous payments..

While our goal is to prevent duplicate transactions, VPS has operational procedures to correct duplicate transactions. Additional features that can be included are:

- Taxpayers can be provided the ability to schedule future payments.

What are the benefits?

- Convenience - flexible payment schedule frees you from having to remember to make your next payment
 - Transaction History – view your transaction history and pending payments online
- Taxpayers can be provided the ability to schedule installment payments. The installment option allows you to schedule future monthly or periodic installment payments.

How it Works

- By selecting the installment option, you will set the schedule that you would like to start and end your installments. Your installment schedule is confirmed once you make your first payment through our checkout process. Our system will send you a reminder email 5 days prior to your next scheduled installment. Once your payment

is processed, our system will send you an email containing your confirmation number. Once setup, you can cancel the service anytime up to a specific cut off time on the day before your next scheduled payment.

What are the benefits?

- o Convenience - flexible payment schedule frees you from having to remember to make your next payment
 - o Transaction History – view your transaction history and pending payments online
 - o No Additional Cost - you'll enjoy the same low convenience fee when you make each payment
- The VPS e-payment gateway can accept a recurring payment file from a biller or department for a given days recurring payment schedule.

Supplemental Security Information

VPS has contingencies in place for emergencies (inclement weather, system failure, security breach – data or theft, etc.) that would ensure minimum service delivery can be met to including transfer of funds and payment detail remittance. VPS maintains a comprehensive Contingency Plan that allows for the continuation of business at minimum levels and includes details on the Recovery Time Objective (RTO), personnel roles, continuity triggers, controls and responses, communications strategy, contact information, and decision flow chart that for various contingencies (from a single device failure to a total loss of production processing capabilities). This plan is reviewed and updated annually, as well as annually reviewed and vetted by an IRS-mandated security review team. The Contingency Plan also includes annual training and testing as part of the contingency control. VPS' Contingency Plan meets the relevant controls from the NIST 800-53 and PCI DSS standards.

For any security incidents, VPS maintains an Incident Response Plan that documents, tracks and reports on any security breaches. This plan is integrated with the Contingency Plan in the event that the security incident results in a loss of production capacity.

For any significant emergency resulting in the loss of transaction capacity at VPS' production site in Nashville, TN, VPS maintains an active fail-over/disaster recovery site in Jacksonville, Florida. This fail-over site contains that same hardware and software configuration as the production site, and is able to handle the same transaction capacities for an indefinite time period. In the event of a production outage, VPS is able to maintain the same high-level of service delivery through its fail-over site. Additionally, the fail-over site is tested for a minimum of 24 continuous hours per calendar year by moving transactions for the federal tax payment sites to the failover facility.

Pricing Sheet

The hardware and software that is used to process transactions is not for sale or lease. VPS can provide "turnkey" payment systems for our clients without the need for the client to lease or purchase equipment or software beyond payment terminals. VPS maintains its own proprietary payment gateway.

Our E-Payment Platform does not need to utilize other third party gateways such as Authorize.net. VPS is certified to many of the largest software providers in the industry such as Manatron and Tyler Technologies. In total we have over 15 providers that we are certified with and the list grows on a quarterly basis. As a point of reference, VPS will not charge the City for any incremental integrations that are required as part of an engagement between the City and VPS.

COST PROPOSAL

Convenience Fee Pricing Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit) and virtually all debit cards including PIN debit and PIN-less debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

CONVENIENCE FEES FUNDED BY THE TAXPAYER

ITEM	FEE	FREQUENCY
<u>Utility Bills Payments</u>		
Visa, MasterCard, Discover and ATM/debit (credit & debit cards)	\$1.95 ¹	Per transaction
Electronic checks/ACH	\$1.95	Per transaction

PAYMENT PROCESSING AND DEVELOPMENT SERVICES FUNDED BY MERCHANT

ITEM	FEE	FREQUENCY
Start up costs	\$0	One-time
Address verification fee	\$0	Per occurrence
Chargeback processing fee	\$0	Per occurrence
Support and training fees	\$0	Per hour
POS terminals – Ingenico iCT220	Waived ²	Per unit
Total cost to the Merchant	\$0	

¹ The flat convenience fee of \$1.95 assumes an average payment amount of less than \$78. If the average payment amount is greater than \$78, VPS reserves the right to modify the fixed convenience fee to equal (2.50% x the average payment amount) rounded to the nearest \$0.05 increment.

² Please note that the POS terminals will be provided at no cost with the understanding that the terminals provided to Merchant will average a minimum of five payments per day, in aggregate, on an annual basis.

Financial Standing

Financially, Value Payment Systems is stable and growing exponentially. It is projected to be a Top 10 Inc. 5000 company in 2013. To ensure visibility into VPS' financial strength, VPS will provide the City with a copy of VPS audited financial statements during the term of any engagement with the City. The audited financial statement will be provided with 30-days of completion on an annual basis. In addition to the annual audited financial statement detailed above, VPS will provide a quarterly letter of good standing from our financial institution (Regions Bank).

See Tab 3 for Audited Financials and Bank Letter

Regions Bank
Commercial Middle Market
315 Deaderick St. 3rd Floor
Nashville, TN 37238-0310
615-748-2531



December 12, 2012

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Department
City Hall, 815 Washington St
Reading, PA 19601

To Tammi Reinhart:

Please accept this letter as validation of Value Payments Systems' accounts with Regions Bank. Value Payment Systems' accounts have reflected a positive financial gain over the last year 2011- 2012. They are a valued client and in good standing with the Bank.

If we can be of further assistance please give me a call.

Sincerely

A handwritten signature in cursive script that reads "Yolanda Vicknair".

Yolanda Vicknair, RBA
Regions Commercial Banking
615 748 2531

Key Staff

VPS will assign Jeff Gardner as the Contract and Project Manager. As Project Manager, Mr. Gardner will manage the VPS implementation team and ensure that the required delivery schedules are met and that the City of Reading's expectations about the products and services are exceeded. Mr. Gardner will act as your main point of contact throughout the implementation process and will actively communicate with the City through weekly scheduled meetings, status reports (including an issues list), as well as creating and managing the mutually agreed upon project plan referenced above. Mr. Gardner was Project Manager for the implementation of the IRS, New York, Kansas, Alabama and Illinois tax payment products and services. As Co-Founder of VPS, Jeff Gardner has the ability to make decisions on behalf of VPS and ensure that any issues are communicated with the City and resolved to everyone's satisfaction in an expeditious manner so that the project is delivered on time.

Jeff Gardner – Project Manager – Mr. Gardner has an Industrial Engineering Degree, an Industrial Management Degree, and a Masters of Business Administration and will serve as the Executive Sponsor for any engagement with the City. He has over 11 years experience managing web, IVR, and Point-of-Sale projects for extremely large clients including the Internal Revenue Service, State of New York, State of Illinois, State of Kansas, State of Alabama, and over a 100 Cities and Counties.

Scott Slusser – Marketing – Mr. Slusser is Chief Marketing Officer (CMO) and Co-founder of Value Payment Systems, LLC (VPS). Mr. Slusser has over 11 years payment processing experience with federal, state and local government entities. He attended State University of New York at Buffalo: MBA, Concentrations in Corporate Finance, and Financial Institutions and Markets and Mount Union College: B.A., Marketing.

Jarred Finney – DBA – Mr. Finney has a Bachelor in Business Administration, Computer Information Systems, Middle Tennessee State University – 2000 and will serve as the DBA of the project handling all integration, file management, and reporting. He has over 10 years experience as a DBA and extensive knowledge of both Microsoft SQL and Oracle databases. Mr. Finney has been with VPS for about 3 years and has been involved with the implementation of more than 40 public sector clients. Mr. Finney is currently managing the daily file submission process and reporting functions for our current clients.

Joe Thomas – Security and Infrastructure – Mr. Thomas has a Bachelor degree from Vanderbilt University with majors in computer science and anthropology. Before working at Value Payment Systems he provided security consulting services to private and public entities, managing security assessments and improvements for security breaches, HIPAA compliance, Sarbanes-Oxley compliance, and other regulatory issues. He also provided data forensic services for individuals and companies.

Mr. Thomas has worked with many public sector entities at all levels, the New York State Department of Taxation and Finance, Armstrong County (Pennsylvania), Pacific Gas & Electric Company, and the Smith County (Tennessee) School Board. In addition to his

duties securing VPS' information technology infrastructure and process, Mr. Thomas manages the network hardware, provides desktop support, researches new technologies, and assists in new business development.

Suja Sebastian – Application Development – Mrs. Sebastian received a Bachelor's in Information Technology and Computer engineering in 2003. Since then she started working in software development industry, and is well experienced in the analysis, development, troubleshooting and maintenance of n-tier complex web/windows based and data driven applications. She is a Microsoft Certified Technology Specialist. She is well acquainted with full scale Software Development Life Cycle (SDLC) such as Waterfall and RUP and she has in depth knowledge of OOAD concepts.

Mrs. Sebastian has been with Value Payment Systems since March 2010, and is currently involved in the maintenance of electronic payment applications for various states and government entities including New York State, Illinois State, Alabama State, Kansas State, Santa Fe County, and so on. She has also integrated various websites with authorize.net in the past. She is involved in the development of electronic payment websites, web services for Interactive Voice Response applications.

The relationship management team that will service the account, as well as their functional responsibilities are as follows.

Stephanie Greer – Client Manager – Mrs. Greer will be the client contact throughout the relationship once the application(s) goes live. Mrs. Greer also oversees customer service, chargeback process as well as the implementation process. Mrs. Greer acts as a liaison between taxpayers and internal departments. She has 11 years of managerial experience, with six years in payments processing for Government.

Lakisha Harper – Boarding/Training – Ms. Harper will serve as a liaison for the client and the technical staff in the implementation setup process. She is responsible for processing and maintaining the contractual documentation and working with the payment processors to establish the client account. Ms. Harper can also assist in creating branding and marketing material and in training. She has amassed years of work experience which includes customer/client support, sales, boarding and graphic design.

She has a Bachelor's of Fine Arts- Graphic Design from Mississippi State University. Her work experience includes client/customer support and boarding/implementations for clients in the public and also private sector such as Metro Nashville, State of TN, State of Indiana, City and County of El Paso, TX, City and County of Los Angeles, CA and San Diego and Passport Health Communications. She assisted in the boarding and implementation of several Point-of-Sale and web accounts for State of TN, County and City of El Paso, San Diego and Los Angeles.

Contact Information:

- Jeff Gardner, COO. 615-730-6367 ex.330;
jgardner@valuepaymentsystems.com
- Scott Slusser, CMO. 615-730-6367 ex.331;
sslusser@valuepaymentsystems.com
- Jared Finney, DBA. 615-730-6367 ex.380;
jfinney@valuepaymentsystems.com
- Joe Thomas, Security. 615-730-6367 ex.383;
jthomas@valuepaymentsystems.com
- Suja Sebastian, Senior Developer. 615-730-6367 ex. 381;
ssebastian@valuepaymentsystems.com
- Stephanie Greer, Client Manager 615-730-6367 ex. 221;
sgreer@valuepaymentsystems.com

Fax Number for all 615-730-6385

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

City of Reading Public Works Department

Vanity Number: 1-888-XXX-XXXX

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

100 - Call Comes In

400 - Introduction

Thank you for calling the Value Payment Systems automated City of Reading Public Works Department payment system.

500 - Languages

To continue in English, press 1.

To continue in Spanish, press 2.

600 - Service

This secure service is offered by Value Payment Systems in agreement with the City of Reading Public Works Department.

700 - Payment Options

Through this service, you can pay your Public Works Department bill using your Visa, MasterCard, and Discover credit or debit cards as well as American Express credit cards.

800 - Program Description

All payments are processed immediately, and the payment date and time are equal to the time you complete this transaction and receive a confirmation number. A convenience fee of ___% of the bill payment amount is charged by Value Payment Systems's for using this service. Public Works Department does not receive any part of this fee. All charges will be listed on your card or bank statement. This secure service is also offered on the internet at www.xxxxxxx.com

1000 - Type

Please select one of the following Public Works Department payment types to continue.

For current year Public Works payments, press 1.

For delinquent Public Works payments, press 2.

To repeat, press star.

1200 - CY

You have selected to make a current Public Works Department payment for the City of Reading.

1500 - PY

You have selected to make a delinquent Public Works Department payment for the City of Reading.

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

Personal Information

14400 – Account

Public Works Department will validate and post your payment to the account number and other information entered during this process. Please enter the x digit account number now.

14500 - Repeat Account

You entered XXXXXXXXX. Is this correct?

For yes, press 1.

For no, press 2.

14525 – Street

Our records indicate that the numbers in the street address are XXXX and the amount due for this account is XXX.XX dollars and CC cents. Would you like to pay the full balance due at this time?

For yes, press 1.

For no, press 2.

To repeat, press star.

14800 - Payment Amount

Please enter the amount you are paying Public Works Department without decimals in dollars and cents followed by the pound key. If you would like to hear an example of how to enter a payment amount, press star.

14900 - Repeat Payment Amount

You entered DD dollars CC cents. Is this correct?

For yes, press 1.

For no, press 2.

15000 - Card Info

Value Payment Systems charges a convenience fee for using this service. Your convenience fee will be read to you after entering your payment information and you will have the option to accept the fee prior to processing your payment. You will not be charged until you accept the terms and conditions, enter your payment information, and agree to process your payment.

To pay with a credit card, press 1.

To pay with a debit card, press 2.

To repeat, press star.

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

Card Payment Type

16100 - Traditional

Please enter your credit card number followed by the pound key.

16200 - Repeat Traditional

You entered XXXX XXXX XXXX XXXX. Is this correct?

For yes, press 1.

For no, press 2.

16300 - Expiration Date

Please enter your four digit expiration date. For example, November two thousand and fifteen would be entered as "one, one, one, five".

16400 - Repeat Expiration Date

You entered MM YY. Is this correct?

For yes, press 1.

For no, press 2.

16700 - Debit Card

Please enter your debit card number followed by the pound key.

16800 - Repeat Debit

You entered XXXX XXXX XXXX XXXX. Is this correct?

For yes, press 1.

For no, press 2.

17000 - Debit Expiration Date

Please enter your four digit expiration date. For example, November two thousand and fifteen would be entered as "one, one, one, five".

17100 - Repeat Debit Expiration Date

You entered MM YY. Is this correct?

For yes, press 1.

For no, press 2.

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
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Address and Contact

23000 - Zip Code

Please enter your five digit zip code for the card number entered.

23100 - Repeat Zip Code

You entered NNNNN. Is this correct?

For yes, press 1.

For no, press 2.

23200 - Phone

A contact telephone number is required in case your transaction is unable to be processed. We will not share your contact information with any other parties. Please enter your 10 digit telephone number including your area code. Do not enter a 1 before the number. Please enter now.

23300 - Repeat Phone

You entered XXX-XXX-XXXX. Is this correct?

For yes, press 1.

For no, press 2.

Payment Processing & Confirmation

Process Payment

25000 - Process Payment

Your payment of DD dollars CC cents for your Public Works Department payment is ready to be processed.

28400 - Process Payment Terms

A convenience fee of DD dollars and CC cents will be charged for processing this payment. City of Reading Public Works Department does not receive any part of this fee. Your bill amount and the convenience fee will be listed separately on your statement. If your payment is unable to be processed, your bill will remain outstanding and you will be subject to any applicable penalties and interest. These obligations remain your sole responsibility. Once your payment is authorized, you will be given a confirmation number as proof of your payment. Authorized payments cannot be cancelled. Your transaction is not complete and no charges have been processed to your account until you hear the confirmation number.

Project:	Sample IVR Payment Script	Date:	12.14.2012
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To accept these terms, process your payment, and receive a confirmation number press 1.

To cancel this transaction, press 2.

To repeat, press star.

30000 - Charge

Please hold while we process your transaction.

30100 - Confirmation

Your transaction has been successfully processed. Your confirmation number is XXXXXX4. Please keep your confirmation number with your records. It will take approximately 2 business days for Public Works Department to post the payment to your account. Your payment date and time has been recorded as of this moment. Your card statement will reflect your tax payment as "City of Reading Public Works Department". Your convenience fee will be listed separately as "Public Works Department Convenience Fee"

To make another Public Works Department payment, press 1.

To repeat, press star.

Otherwise, please remain on the line [2 second pause].

35000 - Annual Close

Thank you for using our City of Reading Public Works Department payment service.

35400 - Goodbye

Goodbye

70000 - Invalid Entry

The information entered is not valid. Please try again.

70100 - Final Invalid Entry

The information entered is still not valid. Your Public Works Department payment has not been processed and no charges have been made to your account. If you need additional information about our service, please visit our website at www.XXXXXX.com.

70200 - Timeout

We did not receive a response. Please try again.

70300 - Final Timeout

We still did not receive a response. Your Public Works Department payment has not been processed and no charges have been made to your account. If you need additional information about our service, please visit our website at www.XXXXXX.com.

Project:	Sample IVR Payment Script	Date:	12.14.2012
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70400 - Final Repeat

It appears that you are having difficulty entering your information. Your City of Reading Public Works Department payment has not been processed and no charges have been made to your account. If you need additional information about our service, please visit our website at www.XXXXX.com.

70500 - Discontinue

Your Public Works Department payment has not been processed and no charges have been made to your account. If you need additional information about our service, please visit our website at www.XXXXX.com

80200 - Payment Example

You would enter five hundred thirty six dollars and fifty cents as five, three, six, five, zero pound.

80420 - Payment Limit

The maximum payment amount accepted through this IVR is \$499,999.99. Therefore, you can make one payment, receive your confirmation number, and make additional payments for the remaining balance. Please modify your payment amount and try again.

80500 - MOD10 Failure

The card number entered is not valid. Please verify your card information and try again.

80700 - Decline - Catch All

Your transaction was not authorized. Your Public Works Department payment has not been processed and no charges have been made to your account. Please allow up to 72 hours for your card issuer to release any holds that may appear on your card for the convenience fee. If you need additional information on why your payment was declined, please contact your card issuer. If you would like to try another payment method, press 1. Otherwise, you may hang up at anytime.

81000 - Decline - Duplicate

Your transaction was not authorized because this transaction appears to be a duplicate. Your Public Works Department payment has not been processed and no charges have been made to your account. If this transaction is not a duplicate, you can try again in 20 minutes. If you would like to verify previous payments, you can visit our website at www.XXXXX.com and choose the payment verification link by clicking support. Otherwise, you may hang up at anytime.

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

81100 - Decline - Communication

Your transaction was not authorized because of a communication error. Your City of Reading Public Works Department payment has not been processed and no charges have been made to your account. Please allow up to 72 hours for your card issuer to release any holds that may appear on your card for the convenience fee. Please try your call again at a later time. Thank you for calling.

81200 - Prior Payment Account

A payment has been processed previously for the account number entered. If you would like to process another payment, press 1. If you would like to verify previous payments, you can visit our website at www.XXXXX.com and choose the payment verification link by clicking support. Otherwise, you may hang up at anytime.

82000 - Mismatch

You indicated that the Public Works street address number does not match the account entered. Please hold while we transfer you to a live operator who can assist you with your payment.

Business Rules

Prompt Title	Action	Direct to Prompt Title	#
General – Applies to all prompts where a user selection is required The user does not need to wait to hear the entire prompt before making a selection	Invalid entry up to 3 times	70000 - Invalid Entry	1
	Invalid entry on the 3 rd attempt	70100 - Final Invalid Entry	2
	No action taken in less than 5 seconds for up to 3 times	70200 – Timeout	3
	No action taken in less than 5 seconds on the 3 rd attempt	70300 - Final Timeout	4
General – Applies to all prompts where repeat is an option	Repeat up to 3 times	Repeat Prompt	5
	Repeat on the 3 rd attempt	70400 - Final Repeat	6
General – Applies to all prompts where a correction is needed (“For no, press X”)	Allow Correction up to 3 times	Repeat Data Entry Prompt	7
	No on the 3 rd attempt	70400 - Final Repeat	8
100 – Call Comes In		400 – Introduction	9
400 - Introduction	None	500 – Languages	10
500 - Languages	1, English	600 - Service (set language to English)	11
	2, Spanish	600 - Service (set language to Spanish)	12

Project:	Sample IVR Payment Script	Date:	12.14.2012
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600 - Service	None	700 - Payment Options	13
700 - Payment Options	None	800 - Program Description	14
800 - Program Description	None	1000 - Type	15
1000 - Type	1	1200 - CY	16
	2	1500 - PY	17
	*, Repeat	1000 - Property	18
1200 - CY	None	14400 - Account	19
1500 - PY	None	14400 - Account	20
14400 - Account	To Be Defined	14500 - Repeat Account	23
14500 - Repeat Account	1, Yes	14525 - Street	24
	2, no	14400 - Account	25
14525 - Street	1, Yes	15000 - Card Info	26
	2, no	82000 - Mismatch	27
14800 - Payment Amount	# - Valid Entry (all numbers) and < \$1.00 and < 3 times	80000 - Minimum \$1.00	28
	# - Valid Entry (all numbers) and < \$1.00 and 3 rd attempt	70100 - Final Invalid Entry	29
	# - Valid Entry (all numbers) and >= \$1.00	14900 - Repeat Payment Amount	30
	*, and < 3 times	80200 - Payment Example	31
	*, and 3 rd attempt	70400 - Final Repeat	32
14900 - Repeat Payment Amount	1, yes and less than or equal to \$499,999.99	15000 - Card Info	33
	1, yes and greater than \$499,999.99	80420 - Payment Limit	34
	2, no	14800 - Payment Amount	35
15000 - Card Info	1	16100 - Traditional	36
	2	16700 - Debit Card	37
	*, Repeat	15000 - Card Info	38
16100 - Traditional	Entry Complete (16 numbers if it doesn't start with a 3), (15 numbers if it starts with a 3) followed by pound key and passes Mod 10	16200 - Repeat Traditional	39
	Entry Complete (16 numbers if it doesn't start with a 3), (15 numbers if it starts with a 3)	80500 - MOD 10 Failure	40

Project:	Sample IVR Payment Script	Date:	12.14.2012
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	followed by pound key and fails Mod 10 up to 3 times		
	Entry Complete (16 numbers if it doesn't start with a 3), (15 numbers if it starts with a 3) followed by pound key and fails Mod 10 on the 3 rd attempt	70400 - Final Repeat	41
16200 - Repeat Traditional	1, Yes	16300 - Expiration Date	42
	2, No	16100 - Traditional	43
16300 - Expiration Date	Entry Complete (4 valid numbers – months = 01-12 and year = 10-19)	16400 - Repeat Expiration Date	44
16400 - Repeat Expiration Date	1, yes	23000 - Zip Code	45
	2, no	16300 - Expiration Date	46
16700 - Debit Card	Entry Complete (15 or 16 numbers followed by pound key)	16800 - Repeat Debit	47
16800 - Repeat Debit	1, Yes	17000 - Debit Expiration Date	48
	2, No	16700 - Debit Card	49
17000 - Debit Expiration Date	Entry Complete (4 valid numbers – months = 01-12 and year = 10-19)	17100 - Repeat Debit Expiration Date	50
17100 - Repeat Debit Expiration Date	1, yes	23000 - Zip Code	51
	2, no	17000 - Debit Expiration Date	53
23000 - Zip Code	Entry Complete (5 numbers)	23100 - Repeat Zip Code	55
23100 - Repeat Zip Code	1, Yes	23200 - Phone	56
	2, No	23000 - Zip Code	57
23200 - Phone	Entry Complete (10 numbers) and does not start with 000,001, 411, 611, 900, and 911	23300 - Repeat Phone	58
23300 - Repeat Phone	1, Yes (Read Appropriate Tax Type and tax year in sentence based on prior selection)	25000 - Process Payment	59
	2, No	23200 - Phone	60
25000 - Process Payment Calculate and read convenience fee as 2.25% of the payment amount	None	28400 - Process Payment Terms	61
28400 - Process Payment Terms	1, Yes	30000 - Charge	62
	2, No	70500 - Discontinue	63
	*, Repeat	25000 - Process Payment	64
30000 - Charge – note = for credit card and debit card	Successful – see note for charge	30100 - Confirmation	65
	All Declines Except Duplicate or	80700 - Decline – Catch All	66

Project:	Sample IVR Payment Script	Date:	12.14.2012
Project Manager:		Revision:	1.1
Client:	Reading Public Works Dept.	Pages:	

transactions, process convenience fee first and then the liability amount. Both need to be successful to go to confirmation.	Communication - (void fee if fee was successful for credit and debit transactions)		
	Decline - Duplicate – Same Account and amount as a successful transaction within 15 minutes (void fee if fee was successful for credit and debit transactions)	81000 - Decline – Duplicate	67
	Decline – Communication (void fee if fee was successful for credit, and debit transactions)	81100 - Decline – Communication	68
30100 - Confirmation	1, Maintain language setting	1000 – Property	69
	*	30100 – Confirmation	70
	Two second pause	35000 Annual Close	71
81200 - Prior Payment Account	1, yes	14800 - Payment Amount	72
80200 - Payment Example	None	Reprompt	73
80000 - Minimum \$1.00	None	Reprompt	74
70000 - Invalid Entry	None	Reprompt	75
70100 - Final Invalid Entry	None	35400 – Goodbye	76
70200 - Timeout	None	Reprompt	77
70300 - Final Timeout	None	35400 – Goodbye	78
70400 - Final Repeat	None	35400 – Goodbye	79
70500 - Discontinue	None	35400 – Goodbye	80
80500 - MOD 10 Failure	None	Reprompt	81
80420 – Payment Limit	none	14800 – Payment Amount	82
80700 - Decline – Catch All	1	15000 - Card Info	83
	No activity for 4 seconds	Disconnect	84
81000 - Decline – Duplicate	No activity for 4 seconds	Disconnect	85
81100 - Decline – Communication	None	35400 – Goodbye	86
35000 - Annual Close	None	40000 – IRS	87
35400 – Goodbye	None	Disconnect	88
82000 – Mismatch	None	Transfer to 615-730-6367	89

Implementation Guide

Brief Overview:

- Pre-Implementation
- Development
- Quality Assurance
- Customer/User Assurance
- Production
- Post-Implementation

Pre-Implementation:

To move forward with the implementation process, there are a number of documents that must be completed, signed and submitted. VPS will provide all of the documents. These include:

- VPS Contract
- WorldPay Submitter Agreement
- Client Setup Form (Federal Tax ID is required for American Express)
- Voided check/Bank letter
- ACH Service Agreement (only if client accepts electronic check)

VPS personnel will contact the client to discuss the project, implementation process, and scope of work once all of these completed documents are received by VPS.

Total time in Pre-Implementation—5 to 10 business days

Development:

By this point VPS should have in their possession the description and requirements for development of the application.

- For bill presentment web applications, VPS' technical staff must approve the file format. A sample file must be submitted and loaded before proceeding with QA/CA testing.
- For API applications, the specifications must be sent to the integrated partner for review. Communication is established with the integrated partner and client to discuss the specifications for the application and files. Once all of the necessary files are sent to VPS, the test credentials are created and the test application is established.

Total time in Development—5 to 7 business days

Quality Assurance:

Once the site is developed, VPS personnel will begin to evaluate the client application based on the information provided in the contract and the client setup form. This is to ensure that the application is created based on predetermined specifications and expectations. Test transactions are processed for all accepted card types, errors, variants, and applications. Once the tests meet the standards of VPS, the credentials are sent to the client for Customer Assurance.

Total time in Quality Assurance—1 to 3 business days

Customer Assurance:

It is the client's responsibility to ensure that the application meets the expectations and requirements desired. Changes requested after the production deployment may be subject to additional costs. VPS will send the application to the client. The client will perform test transactions, record test data, and send approval to VPS. After the client sends the approval to VPS, the tests are confirmed by VPS. A request for production will be sent internally to begin the production phase.

**Client is not involved if the application is through an integrated partner.*

Total time in Customer Assurance—1 to 3 business days*

The total time all depends on how long it takes for testing and change requests

Production:

The technical VPS staff sends production/application information to the VPS implementation team. This team performs live transactions and sends the confirmation to the technical staff. The implementation team records the data and sends the production credentials/application instructions to the client/integrated partner. Customer service contact information is sent to client.

Total time in Production—7 to 10 business days

Post-Implementation:

The application is completely handed off to the client and the initial transactions are monitored by VPS to ensure accuracy in settlement and proper application (operation?) up to 5 days after the application is live. An appointment is scheduled with the client to discuss marketing campaign options to increase awareness and adoption of the new e-payment solution. This is a free service of VPS. After discussing the wide variety of promotional opportunities, the VPS marketing team will contact the client and execute the marketing campaign. A follow up call will occur 30 days after the application goes live to ensure customer satisfaction.

Client Data and Reporting:

Each client/application should have an associated nightly report setup reflecting all transactions from the previous day. Confirmation that reporting distribution list has been established should be sent to the implementation team along with the production credentials. Real-time online reporting is available through WorldPay upon request (additional set up will be required). The client also has the option of month to date and year to date reports in addition to nightly.

Chargeback Process Overview

Chargeback Introduction

The term "Chargeback" refers to the debiting of the settlement account or withholding of settlement funds for the amount of a particular sale (no partial chargeback's). There may be a chargeback if under any of the following circumstances. Consequently, additions and/or deletions to this list may occur.

- Cardholder account number is incorrect or otherwise invalid.
- Authorization/approval code was not received or other required authorization was not obtained.
- Authorization/approval code but not for exact amount or wrong transaction date.
- Cardholder never received service requested.
- Cardholder's refund/credit was processed as a sale.
- Sales transaction for an incorrect amount.
- Cardholder was charged incorrectly.
- Card was expired, counterfeit, altered, or invalid at time of sale.
- Cardholder's sales transaction was deposited more than once (duplicate)
- Cardholder did not authorize or consent to the transaction.
- Authorization/approval code is invalid.
- Cardholder asserts any disputes, claim, counterclaim, defense or offset against you.
- Failure to provide copies of sales drafts requested by processor (retrieval request) within the prescribed time period.
- Suspicious transaction or fraudulent transaction.

Value Payment Systems is notified of chargeback requests through the chargeback management tool (CMT) located in the payment processor online reporting tool. The CMT is an online chargeback reporting site that allows Value Payment Systems to manage from initiation to completion all chargeback's or retrievals with our payment processor and subsequently the card-issuing bank.

Value Payment Systems also uses an internal chargeback tracking tool (CTT) to manage the various status changes and client communication throughout the chargeback process.

Chargeback Management Team

Value Payment Systems assigns chargeback responsibility to an Imaging Queue Administrator (IQA) who acts as an administrative or supervisory role and is responsible for distributing the chargeback workload to the Merchant Chargeback Analyst (MCA). The MCA is the merchant (client) contact that works the chargeback cases assigned to them. In certain circumstances, the IQA and MCA may be the same person.

Chargeback Manager

Name: Stephanie Greer
Address: 2201 Crestmoor Rd
Suite 201
Nashville, TN 37215
Phone Number: 615-730-6367
Fax Number: 615-730-6385

IQA

Name: Stephanie Greer
Address: 2201 Crestmoor Rd
Suite 201
Nashville, TN 37215
Phone Number: 615-730-6367
Fax Number: 615-730-6385

MCA

Name: Stephanie Greer
Address: 2207 Crestmoor Rd
Suite 201
Nashville, TN 37215
Phone Number: 615-730-6367
Fax Number: 615-730-6385

Client Representative

The Client Representative is the merchant (client) contact for the MCA throughout the chargeback process.

Name:
Address:
Email:
Phone Number:
Fax Number:

Chargeback Management Process

Step 1- The IQA/MCA is responsible for logging into the CMT each business day. The IQA will review new chargeback and retrieval requests and assign them to an MCA. It is also the IQA's responsibility to make sure that all chargeback's and retrievals are responded to within 1 business day of receipt. The MCA will view and process the chargeback and retrieval requests assigned to them. For chargeback's, go to step 2. For retrievals, go to step 8.

Step 2- For chargeback's, the MCA will review the reason for the chargeback. If the reason for the chargeback is due to a duplicate charge, the MCA will verify the event through the payment processor online reporting tool and compare those results against the Value Payment Systems database. If there are extra charges at the processor based on the customer description (same account) and/or discrepancies in the data, notify the chargeback manager for next steps. If there are no extra charges or data discrepancies, proceed with challenging the chargeback through the CMT.

Step 3 – On the same day the chargeback was challenged, the MCA will notify the Client representative of the chargeback by sending an encrypted email requesting that the identified account is frozen to keep from offsetting or refunding. The MCA will need verification by email that the Client representative received the request. The MCA will save the verification email to a folder and record the date the chargeback was received, the date the request was sent to the Client, and the date the Client acknowledged receipt in the CTT. Other specific information about the chargeback will also be entered in the CTT as requested in the tool.

Step 4 – The MCA will verify if the chargeback challenge is lost or won as indicated by the CMT. This can take up to 75 days. If the chargeback is lost, go to step 5. If the chargeback is won, go to step 7.

Step 5 – If the chargeback challenge is lost as indicated by the CMT, the MCA will notify the Client.

Step 6 – The Client will research the information provided by Value Payment Systems and reverse the credit on the payer's account.

Step 7 – If the chargeback challenge is won as indicated by the CMT, the MCA will notify the Client representative of the chargeback by sending an email with the appropriate confirmation number requesting that the identified account hold be removed because we won the chargeback challenge. The client will verify funds were deposited to their account. The MCA will need verification by email that the Client representative received the request. The MCA will save the verification email to a folder and record the date the request was sent to the Client, the date the Client acknowledged receipt, and mark the chargeback as closed in the CTT. No further action is required.

Step 8 – For retrievals, the MCA will review the reason for the retrieval. If the reason for the retrieval is due to a duplicate charge, the MCA will verify the event through the payment processor online reporting tool and compare those results against the Value Payment Systems database. If there are extra charges at the processor based on the customer description (same account) and/or discrepancies in the data, notify Jeff Gardner for next steps. If there are no extra charges or data discrepancies, proceed by responding to the retrieval through the CMT. Make certain that you attach the Issuing Bank Chargeback Letter found in Exhibit B but replace the word "chargeback" with "retrieval" throughout the letter. The MCA will record the date the retrieval was received and responded to and mark the retrieval request as closed in the CTT. No further action is required.

References:

Name of Entity: Internal Revenue Service

Contact name: Rich Kris

Contact's Number: 1-(202)-283-0618

Contact's E-Mail address: Richard.B.Kris@irs.gov

Began Service Date: January 1st 2010

Other Comments: Value Payment Systems processes tax payments through www.payUSAtax.com and 888-9-PAY-TAX (888-972-9829) for us.

Name of Entity: Butler Area Sewer Authority, Butler Pennsylvania

Contact name: Ronata Lavorini

Contact's Number: 1-(724)-282-1978

Contact's E-Mail address: rlavorini@basapa.org

Began Service Date: June 1st 2011

Other Comments: Value Payment Systems processes current and delinquent utility bills through an online payment option that processes monthly, quarterly and commercial payments.

Name of Entity: Gwinnett County, GA, Tax Commissioner's Office

Contact name: Paula Martin

Contact's Number: 1-(770)-822-7296

Contact's E-Mail address: paula.martin@gwinnettcounty.com

Began Service Date: June 12, 2011

Other Comments: We contracted with Value Payment Systems for online credit card processing in June of 2011 and have recently added debit card payment processing. We are completely satisfied with the service received including payment reports and other communication. The marketing staff has also provided us with an online payment promotion program including advertising and printed flyers. This program should result in an increase in the number of taxpayers using online services to make payments.

Summary Reports

WorldPay™
Reporting

Deposit Summary
 Any Merchant
 123 Main Street
 Anytown, GA 30305
 Customer Number: 000000000

 Start Date: XXXXXXXX
 End Date: XXXXXXXX

Description	Processing Date	Batch Number	Card Type	Routing Number	Account Number	Net Sales	Total Collected	Paid By R/W WorldPay	Paid By 3rd Party
Deposit	XXXXXXX		BankCard	XXXXXXXX	XXXXXXXXXXXX	\$1,288.17	\$0.00	\$1,288.17	\$0.00
Deposit	XXXXXXX		AMEX	XXXXXXXX	XXXXXXXXXXXX	\$73.82	\$0.00	\$0.00	\$73.82
Deposit	XXXXXXX		Discover	XXXXXXXX	XXXXXXXXXXXX	\$14.91	\$0.00	\$0.00	\$14.91
Deposit	XXXXXXX		GiftCard	XXXXXXXX	XXXXXXXXXXXX	\$0.00	\$0.00	\$0.00	\$0.00
Totals						\$1,376.90	\$0.00	\$1,288.17	\$88.73

Total Net Sales: \$1,376.90
Total Collected: \$0.00
Total Paid By WorldPay: \$1,288.17
Total Paid By 3rd Party: \$88.73

Summary
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WorldPay™
Reporting

Daily Activity
 Any Merchant
 123 Main Street
 Anytown, GA 30305
 Terminal: 000000000

 Date: 11/3/2008
 Sorted By: Default ASC

Transaction Date	Transaction Time	Card Number	Terminal Number	Expiration Date	Invoice Batch Number	Amount	Transaction Type	LAD	COB	Batch Type	Print Mode
11/08/2008	05:19:26	647230XXXX1835		12/31/2008	082688	\$47.76	Credit ticket	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	05:10:26	647230XXXX1835		12/31/2008	082688	\$1.00	Credit auth	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:05:28	601139XXXX3304		01/31/2012	001032	\$1.00	Credit auth	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:05:28	601139XXXX3304		01/31/2012	001032	\$19.48	Credit ticket	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:10:10	600948XXXXX0811		04/30/2009	205384	\$0.00	Credit ticket	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:10:10	600948XXXXX0811		04/30/2009	205384	\$1.00	Credit auth	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:21:21	379587XXXX1007		07/31/2012	628030	\$0.00	Credit auth	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:21:21	379587XXXX1007		07/31/2012	628030	\$46.78	Credit ticket	0000	AUTH	TNS Dial	Swiped (Island Pump)
11/08/2008	07:30:03	442742XXXX888		04/30/2011	073008	\$36.60	Credit ticket	0000	AUTH	TNS Dial	Swiped (Island Pump)

My Reporting | Reports | Export Files | Management | Help/Other | Logout

Transaction Summary

Any Merchant
123 Main Street
Anytown, GA 30305

Start Date: XXXXXXXX
End Date: XXXXXXXX
Sort Order: Default ASC

Customer Number: 0000000000

Card Type	Ship (Amt)	Sales Amount	Cash Over Amount	Return Count	Return Amount	Item Name	Net Sales Amount	Discount Due	Items Fee Due	Process Fees Due	Total Due	Less Collected	Paid By HPS WorldPay	Paid By 3rd Party
Visa	623,787	\$5,003,946.31	\$0.00	17	\$638.23	623,804	\$5,003,308.08	\$80,427.97	\$29,168.43	\$7,456.39	\$117,042.79	\$109,586.40	\$4,893,721.68	\$0.00
MC	299,297	\$2,369,606.47	\$0.00	4	\$288.63	299,301	\$2,369,311.84	\$39,342.26	\$12,566.00	\$3,545.60	\$55,944.45	\$52,298.85	\$2,317,012.99	\$0.00
Discover	7,069	\$66,940.50	\$0.00	1	\$112.10	7,070	\$66,828.80	\$1,006.32	\$357.45	\$73.31	\$1,436.08	\$1,422.77	\$54,406.03	\$0.00
AMEX	27,312	\$216,559.10	\$0.00	2	\$228.11	27,314	\$216,330.99	\$0.00	\$0.00	\$273.14	\$273.14	\$0.00	\$0.00	\$216,330.99
Totals:	957,465	\$7,646,046.78	\$0.00	24	\$1,257.07	957,489	\$7,644,778.71	\$120,836.54	\$42,472.48	\$11,348.44	\$174,656.46	\$163,308.02	\$7,265,140.70	\$216,330.99

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Card Fee Summary

Any Merchant
123 Main Street
Anytown, GA 30305

Start Date: XXXXXXXX
End Date: XXXXXXXX
Sorted By: UsedForCustomSorting ASC

Customer Number: 0000000000

Card Type	Interchange Lvl	Amount	Discount Rate %	Discount Amount	Item Count	Items Fee	Items Amount	Proc Fees Fee %	Processing Fees	Train Cost	Total Due
Visa	Qualified	\$2,410.81	2.12 %	\$51.09	6	\$0.25	\$1.28	\$0.690	\$0.00	\$0.00	\$52.34
MC	Mid-Qualified	\$167.60	3.35 %	\$5.28	1	\$0.25	\$0.25	\$0.000	\$0.00	\$0.00	\$5.53
MC	Qualified	\$888.61	2.12 %	\$18.86	1	\$0.25	\$0.25	\$0.000	\$0.00	\$0.00	\$19.11
AMEX	Transaction Fees	\$312.90	0.00 %	\$0.00	1	\$0.00	\$0.00	\$0.300	\$0.20	\$0.00	\$0.20
Totals:		\$3,769.92		\$75.23	8		\$1.78		\$0.20	\$0.00	\$77.18

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Billing Fees Summary

Any Merchant
123 Main Street
Anytown, GA 30305

Date: XXXXXXXX
Sorted By: XXXXXXXX

Customer Number: 0000000000

Fee Description	Fee
Administrative Fee	\$163.00
Batch Header Fees	\$5.00
Totals:	\$172.00

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Transaction Lookup

WorldPay
Reporting

My Reporting
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Merchant
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Transaction Lookup

- WorldPay Merchant

Start Date:

End Date:

Amount:

Merchant Order #:

Card Number:

Card Type:

POS Entry Type:

View Report: HTML EXCEL

Group By Day

WorldPay
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Transaction Detail

Transaction Info	
Processing Date	10/13/2008
Transaction Date	10/13/2008 9:14:29 AM
Card Type	MasterCard
Transaction Type	Credit Ticket
Service Type	Credit
Card Qualification Type	Tier 4
Interchange Level	Tier 4
PAN	XXXXXXXXXXXXXXXX
Amount	\$1,826.58
Cash Over Amount	\$0.00
Settled Amount	\$1,826.58
AVS Response Code	N
Customer Info	
Customer Number	000000000
Merchant Number	0000000000000000
Terminal ID	UK000000
Batch Info	
Batch Number	00000
Sequence Number	0000
Misc Info	
Device ID	0
POS Entry Mode	Keyed
Merchant Order Number	XXXXXXXXXX
Authorization Number	000000
Downgraded	Yes - Exceeds EIRF/Merit 1 line limit

Chargebacks

WorldPay™

Reporting

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Chargeback Details

Any Merchant
123 Main Street
Anytown, GA 30305

Chargebacks Mailing Address:
P.O. Box XXXXXX
Anytown, GA 30305
Fax# 555.555.5555

Start Date: XXXXXXXX
End Date: XXXXXXXX
Sorted By: Default ASC

Customer Number: 0000000000

Merchant ID	Terminal ID	Chargeback Date	Transaction Date	Proposed Date	Disposition	Card Type	Card Number	Reference Number	Merchant Order Number	Reason	Chargeback Amount
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Charge To Merchant	MasterCard	527620XXXXXX3847	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$124.40
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Representation	MasterCard	546826XXXXXX3883	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$56.85
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Charge To Merchant	MasterCard	546826XXXXXX3883	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$49.61
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Representation	MasterCard	546826XXXXXX3883	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$30.00
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Representation	MasterCard	546826XXXXXX3883	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$46.50
XXXXXXXXXXXX	XXXXXXXX	X/X/XXXX	X/X/XXXX	X/X/XXXX	Charge To Merchant	MasterCard	546826XXXXXX3883	XXXXXXXXXXXXXXXXXXXX		No Cardholder Authorization	\$50.35
Totals:											\$355.87

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WorldPay™

Reporting

Chargeback Summary

Any Merchant
123 Main Street
Anytown, GA 30305

Chargebacks Mailing Address:
P.O. Box 566128
Atlanta, GA 31156-6128
Fax# 1-866-834-5965

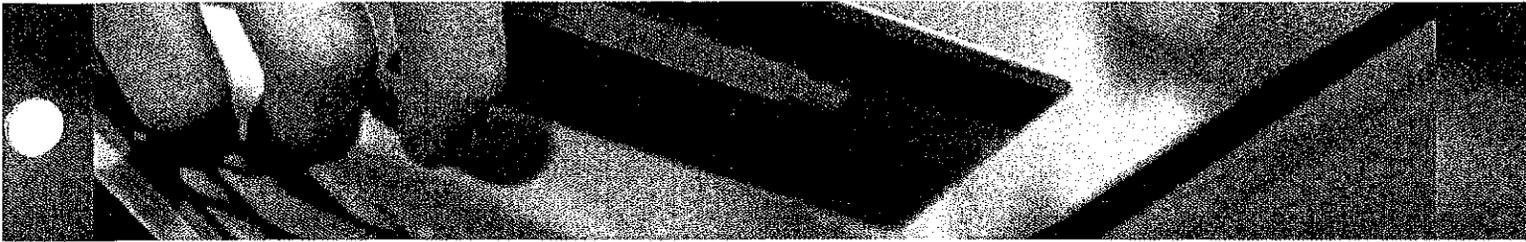
Start Date: 10/20/2008
End Date: 10/22/2008
Sorted By: Default ASC

Customer Number: 0000000000

Reason	Received Count	Received Amount	Cardholder Count	Cardholder Amount	Represented Count	Represented Amount
Declined Authorization	2	\$62.04	2	\$62.04	0	\$0.00
Exceeds Floor Limit - Not Auth. and Fraudulent	3	\$75.00	3	\$75.00	0	\$0.00
Exceeds Floor Limit - Not Authorized	4	\$267.83	4	\$267.83	0	\$0.00
Fraudulent Transaction - Card Present Environment	11	\$719.94	10	\$644.94	1	\$75.00
No Cardholder Authorization	6	\$185.84	6	\$185.84	0	\$0.00
Totals:	26	\$1,309.35	25	\$1,266.35	1	\$75.00

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Value Payment Systems Marketing

Driving adoption and usage: the key to value

Government agencies, public sector companies, or commercial/retail businesses. VPS's e-payment options for every client type are supported by a creative marketing team that understands what it takes to achieve program awareness and drive constituent/customer adoption.

VPS develops comprehensive marketing campaigns for its customers that draw on multiple collateral elements for multiple media channels—from web and electronic strategies, to print materials of all kinds. Whatever it takes to move your constituents/customers to your e-payment option—and for our clients to receive the most value from their custom VPS e-payment services.

In addition, VPS works with its clients—credit card companies, card issuers, and other partners—to increase exposure for your e-payment program. During periods of high-volume—such as income tax and local property tax due dates, rent due dates, and other regular billing dates—VPS builds strategic advertising and marketing campaigns to drive usage of your e-payment program.

VPS works with clients to determine the most effective methods for communicating the availability of e-payment services to customers. The variety of marketing options and tools we provide, customized for our clients' use, includes:

- Google, Yahoo and/or Bing keyword search campaigns
- Print Advertising (Newspapers, magazines, etc.)
- Links and ads on VPS sites
- Bills/statement/delinquency notice inserts
- Sticky notes to attach to bills/statements
- Press releases
- Cardholder mailings
- Opt-in e-mails
- Direct mail
- Posters
- Flyers
- Counter cards
- Static cling logos
- Banners
- Info cards
- Newsletters and newsletter copy
- Co-branded payment centers
- Local advertisements and targeted regional marketing
- Points, mileage and/or other rewards

To discuss ways we can assist in driving adoption of your service, contact Daniel Brown, Director of Marketing, at 615-730-6367 x384 or dbrown@valuepaymentsystems.com.

ValuePaymentSystems

2207 Crestmoor Road, Suite 200
Nashville, TN 37215

615-730-6367 • www.valuepaymentsystems.com



**Attestation of Compliance – Service Providers
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Service Providers**

Version 2.0

October 2010

Instructions for Submission

The Qualified Security Assessor (QSA) and Service Provider must complete this document as a declaration of the Service Provider's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the requesting payment brand.

Part 1. Service Provider and Qualified Security Assessor Information

Service Provider Organization Information

Company Name:	SAIC	DBA(s):	
Contact Name:	Quang M. Trinh (QSA # 200-228)	Title:	Security Engineer
Telephone:	443-367-7717	E-mail:	trinhq@saic.com
Business Address:	6841 Benjamin Franklin Dr.	City:	Columbia
State/Province:	MD	Country:	USA
		Zip:	21046
URL:	http://www.saic.com/infosec/testing-accreditation/pci-dss.html		

Qualified Security Assessor Company Information

Company Name:	Value Payment Systems		
Lead QSA Contact Name:	Joe Thomas	Title:	Director of Network Security
Telephone:	615-730-6367 x106	E-mail:	jthomas@valuepaymentsystems.com
Business Address:	3841 Green Hills Village Drive, Suite 420	City:	Nashville
State/Province:	TN	Country:	USA
		Zip:	37215
URL:	http://www.valuepaymentsystems.com		

Part 2 PCI DSS Assessment Information

Part 2a. Services Provided that WERE INCLUDED in the Scope of the PCI DSS Assessment (check all that apply)

<input type="checkbox"/> Payment Processing-POS	<input checked="" type="checkbox"/> Tax/Government Payments	<input type="checkbox"/> Fraud and Chargeback Services
<input checked="" type="checkbox"/> Payment Processing-Internet	<input type="checkbox"/> Payment Processing – ATM	<input checked="" type="checkbox"/> Payment Processing – MOTO
<input type="checkbox"/> Issuer Processing	<input checked="" type="checkbox"/> Payment Gateway/Switch	<input type="checkbox"/> Clearing and Settlement
<input type="checkbox"/> Account Management	<input type="checkbox"/> 3-D Secure Hosting Provider	<input type="checkbox"/> Loyalty Programs
<input type="checkbox"/> Back Office Services	<input type="checkbox"/> Prepaid Services	<input type="checkbox"/> Merchant Services
<input type="checkbox"/> Hosting Provider – Web	<input type="checkbox"/> Managed Services	<input type="checkbox"/> Billing Management
<input type="checkbox"/> Network Provider/Transmitter	<input type="checkbox"/> Hosting Provider – Hardware	<input type="checkbox"/>
<input type="checkbox"/> Records Management	<input type="checkbox"/> Data Preparation	<input type="checkbox"/>
<input type="checkbox"/> Others (please specify):		

List facilities and locations included in PCI DSS review:

Corporate Offices: 3841 Green Hills Village Drive Suite 420, Nashville, TN 37215

Data Center: 425 Duke Drive, #400, Franklin, TN 37067

Data Center: 4905 Belfort Road, Suite 145, Jacksonville, FL 32256

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? Value Payment Systems receives cardholder data from either end users via a web application or integrated partners via an HTTPS gateway and sends that data to WorldPay for processing. VPS stores cardholder data in accordance with IRS requirements regarding their business. Please provide the following information regarding the Payment Applications your organization uses:

Payment Application in Use	Version Number	Last Validated according to PABP/PA-DSS
N/A		

Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated January 2, 2012, SAIC asserts the following compliance status for the entity identified in Part 2 of this document as of January 2, 2012 (check one):

- Compliant:** All requirements in the ROC are marked "in place¹," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *Qualys and McAfee* thereby *Value Payment Systems* has demonstrated full compliance with the PCI DSS 2.0.
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *(Service Provider Name)* has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance:
 An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA and Service Provider confirm:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures, Version 2.0*, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The Service Provider has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

¹ "In place" results should include compensating controls reviewed by the QSA. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."
² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.
³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.
⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 3b. QSA and Service Provider Acknowledgments

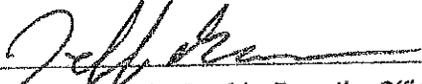
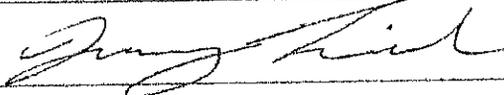
	
<i>Signature of Service Provider Executive Officer</i> ↑	<i>Date:</i> 2/09/2012
<i>Service Provider Executive Officer Name:</i> Jeffrey Gardner	<i>Title:</i> Chief Operating Officer
	
<i>Signature of Lead QSA</i> ↑	<i>Date:</i> 2/09/2012
<i>Lead QSA Name:</i> Quang M. Trinh	<i>Title:</i> Security Engineer

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PURPOSE

The City of Reading (the City) is requesting proposals from vendors for the purpose of processing credit card transactions both online and in person. The contract shall be for a period of two years. The City may renew the contract for a maximum of two (2) additional one (1) year periods without having to open this category for new bids.

PROPOSAL SUBMISSION

The original proposal, one (1) printed copy, and one (1) electronic copy on compact disc shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Room 2-45 , City Hall, 815 Washington Street, Reading, PA, until 2:00 P.M., prevailing time on Friday, December 14, 2012. The envelope shall be clearly labeled as RFP for Credit Card Processing Services.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held. To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 A.M. on Friday, November 30, 2012. Any interpretation made to prospective proposers, will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than 2:00 P.M. on Friday, December 7, 2012.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of*

Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker's Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who is or has serving/served sentence in a penal or correctional institution or has been found guilty or plead guilty or no contest for any type of theft shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the Director, Administrative Services or their designated representative. Any alterations or modifications of the work performed under

this contract shall be made only by written agreement between the Proposer and the Director, Administrative Services or their designated representative, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City Purchasing Coordinator.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to or affect the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of Reading is tax exempt.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, currently at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS / LICENSES

The Proposer shall, at their expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, along with this RFP, its attachments and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.

- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work or fails to provide timely reports and revenue to the city demonstrating effective and fair collection efforts.
- G. The proposer fails to adhere to the policies and procedures of the Fair Debt Collections Practices Act.

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Tammi Reinhart, Purchasing Coordinator
City Hall, 815 Washington Street
Reading, PA 19601-3690
610/655-6427 (fax)
tammi.reinhart@readingpa.org

SCOPE OF SERVICES

1. Provide a competitively based discount for the processing of all four major credit cards: Visa, MasterCard, Discover, and American Express.
2. The service shall allow the City to authenticate the cardholders and use the card's magnetic stripe to authenticate the cardholder and to authorize and capture the transaction.
3. Provide payment, settlement and refunding services.
4. Provide a customer receipt that has only the last four (4) digits of the credit card number and does not show the expiration date.
5. Deposit payments into specified City bank accounts by merchant ID.
6. Provide online daily transaction and account reconciliation reports by major credit card and by merchant ID.
7. Application must be compatible with the City's present equipment and software, or provide equipment and software alternative.
8. Provide, at no cost to the City, on-site technical service as may be required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.

In addition to the above scope of services, the companies that would be replying to this RFP shall:

1. Be a company with at least five (5) years experience processing credit card payment records transmitted for processing and settlement from major credit/debit card processing networks.
2. Be a company with at least five (5) public sector customers.

3. Be compliant with all Payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council.
4. Provide seven (7) days per week technical support utilizing a customer service phone number.
5. Provide daily settlement of merchant accounts.
6. Make next day deposits after settlement into the City's specified bank accounts.
7. Provide on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data.
8. Have the ability to provide multiple user access to on-line reporting.

FORM OF PROPOSAL

All proposers shall be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

Title Page

Show the name of proposer's agency/firm, address, telephone number, name of person authorized to obligate the firm, date, and the subject: REQUEST FOR PROPOSALS – CREDIT CARD PROCESSING SERVICES.

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal

Limit to one or two pages briefly stating the proposer's understanding of the work to be done and making a positive commitment to perform the work. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

General Information

Name of business

Mailing address / phone & fax number

Name of person to contact

Business hours of business

State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)

Give the date business was organized and/or incorporated, and where

Give the location of the office from which the work is to be done and the number of professional staff employees at the office

Indicate whether the business is a parent or subsidiary in a group of firms/agencies

INFORMATION REQUIRED OF PROPOSER

A. Cost

Submit fee for this service as described within.

B. The City of Reading will not be responsible for any out-of-pocket expenses incurred by the proposer.

C. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement name and credentials for approval by the City prior to that person starting work on the contract.

CITY INFORMATION

An executed Non-Collusion Affidavit and Non Discrimination Statement, as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

EVALUATION OF PROPOSALS

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and Public Sector References
- B. State of the Art Technology- On-line Services
- C. Charges for Services including hardware & software costs
- D. Personal Contact Points- Customer Services
- E. MWE\WBE
- F. Reading based provider

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of Reading. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 A.M. on Friday, November 30, 2012. Direct inquiries to:

Tammi Reinhart
Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street

Reading, PA 19601
FAX - (610) 655-6427
tammi.reinhart@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be faxed or emailed to all prospective firms at the number furnished by them by Friday, December 7, 2012.

Additionally, the City prohibits communications by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the Purchasing Coordinator in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communications outside of the Purchasing Coordinator with a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee

County of Davidson

Jeffrey C. Gardner, being first duly sworn, deposes and says that:

(1) He/She is Chief Operating Officer
(Owner, Partner, Officer, Representative or Agent)

of Value Payment Systems, LLC, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that Value Payment Systems, LLC understands
(Name of Firm)

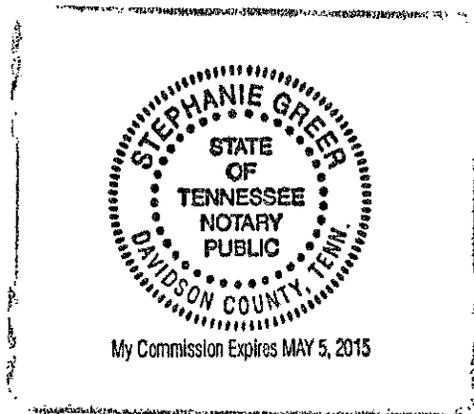
and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

[Signature] 12/11/12
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF December, 2012

[Signature]
Notary Public

My Commission Expires: 5/5/15



**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Value Payment Systems, LLC

Name of Provider

By: _____

Authorized Signatory

Title: _____

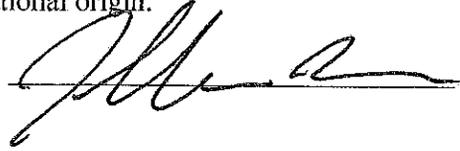
Chief Operating Officer

President or Vice President

Attest: _____

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

A handwritten signature in black ink, appearing to be 'J. M. A.', written over a horizontal line.

BIDDER

Chief Operating Officer

TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated December, 2012, providing for the

City of Reading,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, Valve Payment Systems, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said Valve Payment Systems by the City of Reading, receipt whereof is hereby acknowledged, the said Valve Payment Systems agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this 11th day of December, 2012

By: [Signature]

Title: Chief Operating Officer

ATTEST:

[Signature]

[Signature]
(Title)

13-6646

STIPULATION AGAINST LIENS

WHEREAS, VALUE PAYMENT SYSTEMS, LLC, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated December 11, 2012, with City of Reading, Pennsylvania hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

credit card processing services for the City of Reading, Department of Administrative Services, City of Reading, Pennsylvania.

as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this 8th day May of 2013.

(SEAL)

ATTEST:

BY:

Linda A. Kelleher

TITLE: City Clerk

(SEAL)

ATTEST:

BY:

TITLE: Secretary

CITY OF READING
(CITY OF READING)

BY: M. A. Renner

TH

BY

TH

VA

BY

TH

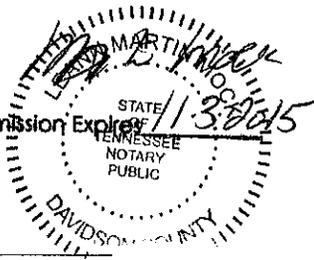
BY

TH

Berks County
Marianne Sutton, Prothonotary

5/10/2013 11:18:17 AM jduser
#226217

Docket Number:	13 06646	ActionID:	1
Other:	Building Stop ar		
Agreement			\$26.50
Proty Fee	\$26.50		
Total:			\$26.50
Check			\$26.50
Total Payments:			\$26.50
Change Due:			\$0.00



Specifications -Delinquent Collections
City of Reading, Pennsylvania

STIPULATION AGAINST LIENS

WHEREAS, Valve Payment Systems, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated December, 2012, with City of Reading Pennsylvania hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: Electronic Payment Processing

as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this 11th day December of 2012.

(SEAL)

(CITY OF READING)

ATTEST:

BY: [Signature]
TITLE: C.O.O.

TITLE: C.O.O.
BY: [Signature]
TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____



CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III,
ESQUIRE
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

May 1, 2013

Mr. Jeff Gardner, COO
VALUE PAYMENT SYSTEMS, LLC
2207 Crestmoor Rd., Suite 200
Nashville, TN 37215

Dear Sir or Madam:

Enclosed herewith please find Contract, **in duplicate**, between your company and the City of Reading, for credit card processing services for the City of Reading, Department of Administrative Services, City of Reading, Pennsylvania.

Will you please have the proper officials of your company execute these papers, **returning both copies** to the City Solicitor's Office, City Hall, 815 Washington Street, Room 2-54, Reading, Pennsylvania, 19601-3690, within ten (10) days.

After the Contract has been duly executed by the proper officials of the City, we will send you a copy for your files.

Very truly yours,

CHARLES D. YOUNGER
City Solicitor

CDY/alh

Enclosures





CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III,
ESQUIRE
~~DIANA D'AUZIA, ESQUIRE~~

LEGAL SPECIALISTS

May 17, 2013

Mr. Jeff Gardner, COO
VALUE PAYMENT SYSTEMS
2207 Crestmoor Rd.
Suite 200
Nashville, TN 37215

Dear Sir or Madam:

Enclosed herewith please find your executed copy of the contract between your company and the City of Reading, for credit card processing services for the City of Reading, Department of Administrative Services, City of Reading, Pennsylvania.

Very truly yours,

CHARLES D. YOUNGER
City Solicitor

CDY/alh

Enclosure

cc: Linda A. Kelleher, City Clerk

