Bill2Pay

ONLINE PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

Bill2Pay, LLC

("Provider")

having its principal place of business at:

9428 Baymeadows Rd., Suite 500
Jacksonville, Florida 32256

and

City of Margate

("Merchant")

having its principal address at:

5790 Margate Blvd
Margate, Florida 33063

THIS ONLINE PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this "*SOW*") is made and entered into as of the ____ day of _____ 2022 ("*Effective Date*") by and between Bill2Pay, LLC ("*Provider*") and City of Margate ("*Merchant*"). Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties**."

The Terms and Conditions located at https://govcontract.wpengine.com/payment_processing/ are incorporated by reference.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and Merchant's Margate Fusion environment. On this test site, Provider will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("*Go-Live*") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

   Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. **E-Payment System Utilization**

   2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

   2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

   2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

☐ Tax	☐ Parks & Recreation
☒ Utilities	☐ Child Support
☐ Court Fees & Fines	☐ Miscellaneous
☐ Licenses	

3. **Provider Deliverables**: Provider shall deliver the following, included as marked (☒):

3.1. ☒ Web E-Payment System

    3.1.1. Provider shall build, host, and maintain Merchant-specific website(s) for City of Margate. Provider will purchase a URL.

    3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.

    3.1.3. System will collect and transmit payment information for authorization and settlement.

    3.1.4. System will provide method of transferring transaction data back to Merchant.

    3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ Counter E-Payment System

    3.2.1. Provider shall deliver and configure 2 EMV device(s).

    3.2.2. Provider shall deliver an administrator portal for counter payments.

    3.2.3. Provider shall remotely upgrade EMV devices as appropriate.

    3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3. ☐ Phone / Call Center E-Payment System

    3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.

3.4. ☒ IVR - E-Payment System

    3.4.1. IVR solution shall be hosted and maintained by Provider.

    3.4.2. Provider shall configure call scripts according to industry best practices.

    3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.

3.5. ☐ Text and Email Payment System

    3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.6. ☒ eCheck/ACH E-Payment System

    3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.7. ☒ Integrations

    3.7.1. Provider will create/maintain an integration with Merchant's Margate Fusion environment. System integration Statement of Work is in Exhibit B.

3.8. ☒ E-Payment System Training

    3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

4. **Merchant's Responsibilities**: In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

4.1. ☒ General

    4.1.1. Provide ACH forms required for the remittance of funds.

    4.1.2. Attend client care calls as requested.

    4.1.3. Notify Provider of changes to any state, county, or municipal mandates or laws.

    4.1.4. Revoke system access of terminated Merchant employees at time of termination.

4.2. ☒ Web E-Payment System

    4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

4.3. ☒ Counter E-Payment System

    4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

4.4. ☒ Integrations

    4.4.1. The Merchant, via Merchant's Margate Fusion environment, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Record management system integration Statement of Work is in Exhibit B.

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

City of Margate:

Signed: _____

Name: _____

Title: _____

Date: _____

Bill2Pay, LLC:

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: FEES

1. **E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("*Convenience Fees*") and/or Merchant will be billed applicable fees ("*Merchant Absorbed Fees*") associated with payment transactions marked (☒) as follows:

Utility Payments

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover 　☐ American Express ☒ **Debit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover ☒ **PayPal / PayPal Credit / Venmo**	Tiered by transaction value: $0.00 to $400.00: **$1.10** per transaction $400.01 to $1,000.00: **$2.50** per transaction $1,000.01 and above: **2.50%** per transaction	☒
	☒ **E-Check / ACH**	**$0.05** per transaction	☒
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover 　☐ American Express ☒ **Debit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover	Tiered by transaction value: $0.00 to $400.00: **$1.10** per transaction $400.01 to $1,000.00: **$2.50** per transaction $1,000.01 and above: **2.50%** per transaction	☒
	☐ **E-Check / ACH**		☐
☐ **Call Center** (via live, bilingual call center agent)	☐ **Credit Cards** 　☐ Visa 　☐ Mastercard 　☐ Discover 　☐ American Express ☐ **Debit Cards** 　☐ Visa 　☐ Mastercard 　☐ Discover		☐
	☐ **E-Check / ACH**		☐
☒ **IVR** (via automated phone system)	☒ **Credit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover 　☐ American Express ☒ **Debit Cards** 　☒ Visa 　☒ Mastercard 　☒ Discover	Tiered by transaction value: $0.00 to $400.00: **$1.10** per transaction $400.01 to $1,000.00: **$2.50** per transaction $1,000.01 and above: **2.50%** per transaction	☒
	☒ **E-Check / ACH**	**$0.05** per transaction	☒

□ **Cash** (at participating locations)	□ **Cash**		□

2. Implementation Services

Only the services marked (⊠) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
⊠ **E-Payment System Deployment & Program Implementation**	One-time	~~$10,000.00~~ Waived
⊠ **IVR Implementation**	One-time	~~$2,000.00~~ Waived
⊠ **Web Services or API Implementation**	One-time	~~$5,000.00~~ Waived
□ **File Integration**	One-time	
⊠ **Support & Training** (2 hour(s))	Per hour	~~$150.00~~ Waived
□ **Custom Programming** (0 hour(s))	Per hour	
⊠ **POS Terminals** (2 terminal(s))	Per unit	~~$350.00~~ Waived

3. Ongoing Services

Payment processing and development services to be funded by Merchant, as marked (⊠):

Service	Fee Recurrence	Fee
□ **Address Verification**	Per occurrence	
□ **Chargeback Processing**	Per occurrence	
□ **Statement Fee**	Per occurrence	

EXHIBIT B: INTEGRATION SCOPE

1. **Provider Responsibilities**

    1.1. Provider shall deliver the following over the course of the integration project:

Milestone	Deliverable	Description
Requirements	End-to-end solution requirements	- Merchant resource plan & estimated level of effort by role - Business Requirements Document - IVR Script (if applicable) - Client Variables
Design	End-to-end solution designs	Design document
	Test plan	- Test plan for functional requirements and UAT - List of recommended test scenarios
Build	Payment processing solution in non-production environment	Functioning application (including changes to out-of-the-box system features)
	IVR payment solution in non-production environment (if applicable)	Functioning IVR to process payments via phone system 24/7/365
	Provider financial reconciliation and reporting solution	- Functioning application (including changes to out-of-the-box system features) - Maximum twenty (20) hours of development allocated to modifications
	Quality Assurance (QA) phase gate	- Development walk-through with Merchant and/or Software Vendor QA team - Test results for unit and functional testing
Test - QA	Test results for all configuration and integrations in non-production environment(s). Testing support to third party for QA, integration and regression testing.	Test results and updates to design and build documents as necessary
	Defect remediation	Provider will resolve all level 1 or level 2 defects identified during Testing
Test - UAT	Test results for all configuration and integrations in non-production environment(s). Testing support to third party for end-to-end integration and regression testing during mock conversions and dress rehearsal.	Test results for UAT and updates to design and build documents as necessary
Pilot (optional)	Execute a pilot of all configurations and integration	Fully Operational solution in non-production environment
	Defect remediation	Provider will resolve all level 1 or level 2 defects identified
Training	Deliver end user training and train-the-trainer	Create training documentation and deliver end-user and

Milestone	Deliverable	Description
		train-the-trainer training to supervisors, Customer Relationship Representatives (CSRs), and Financial users as needed for all Provider deliverables
Go-Live	Production deployment	• Functioning application in production environment

Hypercare	Implementation team support for thirty (30) calendar days after Go-Live	• Transition to final state/product is considered successful when:
		  o All level 1 or level 2 defects are resolved and closed
		  o Internal knowledge transfer between Implementation and Support teams has occurred

Project Closeout	Production deployment which meets Hypercare requirements.	• The net result of Hypercare is project closeout

1.2. Provider and Merchant and/or Software Vendor project managers will meet at least once each week to review project status, risks and issues, and other topics.

1.3. Provider will provide Hypercare support for thirty (30) calendar days after Go-Live.

2. **Merchant Responsibilities**

2.1. Merchant will supply Provider with Subject Matter Expert (SME) contact information.

2.2. Merchant and/or third party will provide test scripts and perform UAT activities.

2.3. Merchant will assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.

2.4. Merchant will actively participate in accomplishing the Go-Live of the Program in the specified timeframe outlined herein.

3. **Assumptions**

3.1. Merchant shall provide Provider with adequate access and resources to ensure both systems from each company can interface and exchange data appropriately. Failure to grant Provider access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant's Go-Live date.

3.2. Level 1 defects are issues which impact the system's survival and/or success as defined in the Business Requirements Document or Functional Design document(s).

3.3. Level 2 defects are issues resulting in a high business impact, where functionality of the software, as defined in the Business Requirements Document or Functional Design document(s), is disabled or adversely affected.

3.4. Merchant shall provide access to dedicated test and production environments for the implementation lifecycle.