OFFICE OF THE CITY ATTOKNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered, in duplicate, as of November 20, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 11, 2017, by and between KUBRA AMERICA WEST, INC., a California corporation ("Consultant"), with a place of business at 14105 S. Normandie Avenue, Gardena, California 90249, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with payment processing services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", the Statement of Work, and Exhibit "A-1", Consultant's Technical Proposal, both attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Eight Hundred Twenty Thousand Three Hundred Thirty Dollars (\$820,330), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

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fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

- C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.
- D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.
- E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

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F. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on December 4, 2017, and shall terminate at 11:59 p.m. on December 3, 2020, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be extended for two (2) additional one-year periods, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Consultant shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Consultant information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

- В. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Consultant to replace that key employee.
- 4. INDEPENDENT CONTRACTOR. In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

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and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and

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their officials, employees and agents.

- ij, Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- Commercial automobile liability insurance (equivalent in iv. scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- В. Consultant shall provide notice of any self-insurance program, self-insured retention, or deductible.
- C. Each insurance policy shall be endorsed to state that coverage shall not be non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or selfinsurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.
 - E. Consultant shall require that all subconsultants or contractors

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that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

- Prior to the start of performance, Consultant shall deliver to City F. certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- Any modification or waiver of these insurance requirements G. shall only be made with the approval of City's Risk Manager or designee and Consultant. Not more frequently than once a year, City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- The procuring or existence of insurance shall not be construed Η. or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- ASSIGNMENT AND SUBCONTRACTING. This Agreement 6. contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's Consultant shall not assign its rights or delegate its duties under this employees. Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City,

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assign any moneys due or to become due Consultant under this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all the assets of the assigning party's business, or as a result of a business reorganization, merger, consolidation, amalgamation, or other transaction or series of transactions. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

- 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. Consultant further certifies that Consultant does not now have and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.
- Consultant shall furnish all labor and supervision, 8. MATERIALS. supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D". Any expenses related to consumables or postage would be charged to City.
- All materials, information and data OWNERSHIP OF DATA. 9. prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples,

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models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years. Consultant will retain all title and ownership rights, in and to all formats, computer programs, specifications etc. arising from the provision of services under this Agreement.

- TERMINATION. Either party shall have the right to terminate this 10. Agreement for any reason or no reason at any time by giving ninety (90) calendar days prior written notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to City.
- CONFIDENTIALITY. Consultant shall keep all Data confidential and 11. shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement. Subject to applicable law, including valid court orders, City shall keep Consultant's confidential information confidential.

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BREACH OF CONFIDENTIALITY. Consultant shall not be liable for 12. a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

ADDITIONAL COSTS AND REDESIGN. 13.

- Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant This section is subject to the requirement that the for its re-performance. performance issue was not the result of the actions or inaction of the City.
- If the Project involves construction and the scope of work В. requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.
- AMENDMENT. This Agreement, including all Exhibits, shall not be 14. amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.
- LAW. This Agreement shall be construed in accordance with the laws 15. of the State of California, and the venue for any legal actions brought by any party with

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respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

16. PREVAILING WAGES.

- Consultant agrees that all public work (as defined in California Α. Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- In all bid specifications, contracts and subcontracts for any В. such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."
 - 17. This Agreement, including all Exhibits, ENTIRE AGREEMENT.

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constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. INDEMNITY.

- A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
- C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties,

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Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

- In no event shall Consultant's obligation to indemnity City D. exceed Three Million Dollars (\$3,000,000).
- The provisions of this Section shall survive the expiration or E. termination of this Agreement.
- If any party fails to perform its obligations 19. FORCE MAJEURE. because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.
- AMBIGUITY. In the event of any conflict or ambiguity between this 20. Agreement and any Exhibit, the provisions of this Agreement shall govern.

21. NONDISCRIMINATION.

- In connection with performance of this Agreement and subject Α. to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or Consultant shall ensure that applicants are employed, and that disability. employees are treated during their employment, without regard to these bases. These actions 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.
 - It is the policy of City to encourage the participation of B.

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Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

- EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in 22. accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
 - A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

- The failure of the Consultant to comply with the EBO will be В. deemed to be a material breach of the Agreement by the City.
- If the Consultant fails to comply with the EBO, the City may C. cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may

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also pursue any and all other remedies at law or in equity for any breach.

- Failure to comply with the EBO may be used as evidence D. against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- If the City determines that the Consultant has set up or used its Ε. contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seg., Contractor Responsibility.
- NOTICES. Any notice or approval required by this Agreement shall 23. be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

24. COPYRIGHTS AND PATENT RIGHTS.

- Consultant shall place the following copyright protection on all A. Data: © City of Long Beach, California _____, inserting the appropriate year.
- City reserves the exclusive right to seek and obtain a patent or B. copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.
- Consultant warrants that the Data does not violate or infringe C. any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether

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or not reduced to judgment, arising from any breach or alleged breach of this warranty.

- COVENANT AGAINST CONTINGENT FEES. Consultant warrants 25. that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.
- WAIVER. The acceptance of any services or the payment of any 26. money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- CONTINUATION. Termination or expiration of this Agreement shall 27. not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.
- TAX REPORTING. As required by federal and state law, City is 28. obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until Consultant provides one of these numbers.
- ADVERTISING. Consultant shall not use the name of City, its officials 29. or employees in any advertising or solicitation for business or as a reference, without the

prior approval of the City Manager or designee.

- 30. <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.
- 31. <u>THIRD PARTY BENEFICIARY</u>. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

| December 4, 2017 | KUBRA AMERICA WEST, INC., a California corporation By Name Hick Wattern Title President CE |
|----------------------------|--|
| , 2017 | By Name Title |
| This Agreement is approved | |
| | By Deputy |

EXHIBIT "A"

Scope of Work



STATEMENT OF WORK #1

PAYMENT PROCESSING SERVICES

FOR CITY OF LONG BEACH, CA

Prepared By:

City of Long Beach

Revision History

| Revision | Date | Provided By | Comments |
|----------|-------------------|--------------|---------------|
| 0.0 | August 29th, 2017 | Pam Glanvill | Initial Draft |
| 1.0 | October 3, 2017 | Greg Weeks | Revisions |
| 1.1 | October 6, 2017 | Greg Weeks | Revisions |
| 2.0 | October 9, 2017 | Pam Glanvill | Revisions |
| 2,1 | October 17, 2017 | Pam Glanvill | Revisions |
| 3.0 | October 25, 2017 | Greg Weeks | Revisions |
| 3.1 | October 26, 2017 | Pam Glanvill | Revision |
| 4.0 | October 31, 2017 | Pam Glanvill | Revision |
| 4,1 | November 15, 2017 | Greg Weeks | Revisions |
| 4.2 | November 15, 2017 | Pam Glanvill | Revisions |
| 4.3 | November 16, 2017 | Greg Weeks | Revisions |



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1. Project Overview

The City of Long Beach (City) covers approximately 52 square miles on the southern coast of California. With a population of 484,958, Long Beach is the second largest City in Los Angeles County and the seventh largest City in the State.

In addition to the usual municipal services of police, fire, public works, library, and parks and recreation, the City owns and operates one of the world's largest ports, offshore and onshore oil production facilities, a gas utility, a water utility, refuse collection service, a convention and entertainment center, two historic ranchos, a commercial airport, several marinas and golf courses.

The City allows customers to pay utility services, permits, parking citations, Infor Public Sector (IPS), boat slips, ambulance services, and various miscellaneous billings using cash, credit cards, debit cards, and checks. Payments are accepted by phone, through an integrated voice activated response system, by Internet through the City's website, and in-person, as alternatives to customary remittance processes.

The City intends to replace FIS payment processing services with those offered by KUBRA. This includes but is not limited to credit cards and debit cards processed in-person, over the phone and the internet, and checks by phone and over the Internet. This includes the ability to accept payments via internet, mobile device, Interactive Voice Response (IVR) and retail payment sites.

Solution Designs Considerations that will be finalized during the workshop:

- Division Integration
- CIS/CC&B (Utility)
 - The City may utilize their existing web/IVR or KUBRA's
- iNovah
 - Real time payment posting
 - Account Validation
 - Real time balance update
- City of Long Beach
 - Existing Web (variety of web options)
- iDoxs EZPay/Biller Direct Integration Opportunities (the City may host the pages for recurring payments and KUBRA KUBRA will host the rest of the pages – this will be finalized during the workshops; If the City is hosting credit/debit card payment profiles this must be PCI Compliant)
 - 1. EZ-PAY (Non Enrolled One Time Payments)
 - A. KUBRA Direct Presentment of Pages
 - Common Single Instance
 - Responsive Design Interfaces (Support and Release Updates)
 - Common Remittance, Enrollment, Audit Reporting



- Fastest Implementation Timelines and Effort
- KUBRA retains Wallet and Payment Histories
- KUBRA Produces all Remittance Output
- 2. <u>iDoxs (Enrolled Recurring payments)</u> (the City may host the pages for recurring payments or KUBRA may host the pages this will be finalized during the workshops; If the City is hosting credit/debit card payment profiles this must be PCI Compliant)
 - A. KUBRA Direct Presentment of Pages (potentially phase 2, but may change during workshops)
 - KUBRA Import of all Subscriber Documents, Wallet, Auto-Pay Profiles, Payment/Notification/Activity History
 - Responsive Design Interfaces (Support and Release Updates)
 - Common Remittance, Enrollment, Audit Reporting
 - Fastest Implementation Timelines and Effort
 - B. API Only, No KUBRA Page Presentment (Card Data Security) (phase 1)
 - All Pages Presented outside of KUBRA
 - KUBRA retains Wallet and Payment Histories
 - KUBRA Produces all Remittance Output
 - Enrolled Environment Requires Use of Full KUBRA Payment and Subscriber API
 - C. Hybrid API and (auto-populate) KUBRA Presentment of Pages
 - API Posting of Auto-Populate Fields
 - API Posting of Data to Drive Business Rules (Residential, Commercial, Cash Only)



2. Scope

KUBRA will integrate all aspects of bill payment through the KUBRA EZ-PAY solution (including the KUBRA API toolkit) for non-enrolled on-demand payments and the KUBRA iDoxs Suite for enrolled (recurring payments) for the City. The following systems will be included in this phased implementation:

- Billing and Collections
- CC&B (Oracle)
- infor (Hansen)
- Parking Citations
- Police Department
- RescueNet
- Tyler
- Infor Public Sector (IPS)
- Harbor Department (Rental Fees)
- Mayors Homeless Fund
- Animal Control (Chameleon)
- Online Garage Sales

The following interfaces (with the incumbent vendor) will be replaced with the implementation of the KUBRA solution (additional interfaces may be identified during the workshop and will be added to this list without an additional cost to the City):

| # | Systems | iNovah | IVR | Web | Virtual Terminal | Retail Payments | Mobile |
|----|------------------------------------|--------|----------|-----|---------------------|--------------------|--------|
| 1 | Billing and Collections | X | Х | Х | | | X |
| 2 | CC&B | X | Х | Х | | X | Х |
| 3 | infor (Hansen) | X | Х | Х | | | Х |
| 4 | Marina Boat Slip | Х | <u> </u> | | | | |
| 5 | Parking Citations | Х | | | | | |
| 6 | Police Department | Х | | - | | | |
| 7 | RescueNet | Х | Х | Х | | | Х |
| 8 | Tyler | Х | Х | Х | | | Х |
| 9 | Infor Public Sector (IPS) | Х | Х | Х | Х | | Х |
| 10 | Harbor Department (Rental Fees) | | | Х | | | - |



| Cui | rent CLB - Payment Proces | sing Ser | vices | by Sys | tem | | |
|-----|----------------------------|----------|-------|--------|---------------------|--------------------|--------|
| # | Systems | iNovah | IVR | Web | Virtual Terminal | Retail Payments | Mobile |
| 11 | Mayors Homeless fund | | | Х | | | |
| 12 | Animal Control (Chameleon) | | Х | Х | | | |
| 13 | Online Garage Sales | | Х | X | х | | |

Post kick-off, KUBRA will provide KUBRA standard technical documents for the solution and integration.

The following optional services are currently being considered by the City and will be implemented at zero cost to the City, should the City opt to move forward with these services by or before October 31, 2018 and if the City is able to assign resources to commence implementation prior to January 1, 2019.

- Recurring Credit Card
- Two-Way SMS Messaging (KUBRA Hosted pages)*

*If configured as part of the original solution design and implementation; but if added post implementation of initial solution a Change Order / Project Change Request (PCR) would detail the costs to support the change.

Report customization and new reports as defined in Exhibit G: Reporting Requirements.

Languages:

- KUBRA EZ-PAY currently supports English, Spanish, French, Simplified Chinese, and Traditional Chinese. KUBRA continues to introduce and support new languages for KUBRA EZ-PAY
- KUBRA iDoxs Suite currently supports English and Spanish.
 - KUBRA continues to make new languages available to their customers and would be willing to consider support of other languages at the request of the City. Should the City request support for new languages that are not part of KUBRA's roadmap, KUBRA would consider extending the solution to require a mutual agreement between KUBRA and the City. A Change Order / Project Change Request (PCR) would detail the costs to support the change.

KUBRA will adhere to the Service Level Agreement (SLA's) outlined in Exhibit E: Service Level Agreement.



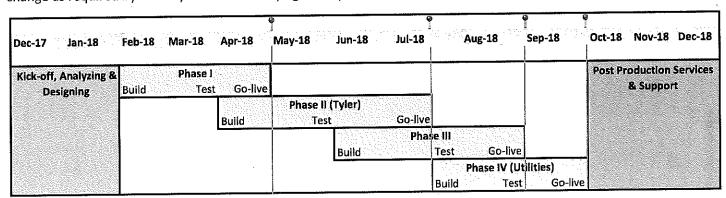
3. High Level Schedule & Project Timeline

The proposed project can be kicked off from an implementation standpoint immediately after contract signing. The typical duration for the proposed scope of work is 6-9 months from project kick-off.

All projects follow the same methodology for a consistent flow of value and continuity. A project plan based on your project's specifications will be provided during the early stages of implementation.

The following graphic represents a high-level timeline estimate for the City's implementation assuming there are 4 rollouts (phases) for the various systems. It assumes an estimated December 2017 start date with all divisions migrated by or before October 1^{st} , 2018.

The assumption is that Utilities will be the last division, with Tyler go-live on or around July 2018. These assumptions may change as required by the City and as mutually agreed by KUBRA.





4. Team Structure

KUBRA Key Project Personnel

What makes KUBRA's implementation and support model unique is the team responsible for the implementation will also work with City for the life of your contract with KUBRA. Our clients are assigned a dedicated Client Services team (CSt) not only for the initial implementation, but for the life of their relationship with KUBRA. This unique approach to Service Delivery ensures you have continuity of personnel and knowledge transfer to provide a more comprehensive and optimized method of interacting with KUBRA today, tomorrow, and well into the future.

At contract award, City will be managed by your assigned KUBRA Client Services team (CSt), which is managed by our Service Delivery organization. KUBRA utilizes a team of pooled resources that varies in size depending upon the client's finalized requirements, but typically consists of a Project Manager, Technical Team Leader, Senior Programmer, QA Analyst, Quality of Service Analyst, Billing Administrator, User Acceptance Testing (UAT) Analyst, Database Analyst, and Client Support personnel. The vast majority of your CSt members will have, on average, 7-10 years of experience within their respective fields. Managing the entire relationship for City will be your KUBRA Customer Relationship Manager. His/her core focus will be to serve as the primary contact and internal advocate to direct resources and activities within the KUBRA organization. He/she will be available to meet and discuss performance regularly at your request and will have ultimate accountability for strategic client relationship management.

KUBRA Customer Relationship Manager (CRM)

KUBRA assigns each account a dedicated Customer Relationship Manager (CRM) who has ultimate accountability for client relationship management. Gabrielle Dilorio is the CRM assigned to City and he/she will continue to act as the point of escalation on issues, support product implementations teams, manage contractual and financial elements of the relationship, and provide guidance on existing and complementary product roadmaps. Some highlights of the CRM role are as follows:

- Stays involved with each product-specific implementation to ensure that it stays on course from the original
 Statement of Work and inline with timelines referenced in the Project Plan
- Ensures that all product implementations support business objectives of the client
- Works with the account support team in achieving a shared project vision with the client and manages the client's expectations
- Serves as an executive escalation contact for issue management and functions as an internal quarterback to resolve and manage any and all issues that warrant initial contact
- Supports critical issue escalation by acting as an advocate for both the client and KUBRA to ensure expedient and appropriate resolutions
- Manages all contract requirements for existing business including managing addendums, amendments, updated pricing, new contracts, and contract extensions



• Participates in regularly scheduled client review sessions with primary executive, senior-level manager contacts along with KUBRA support teams.

The KUBRA CSt project team identified in the proposal has been included in the following table. Should KUBRA need to replace the team, the replacement will have similar or more experience in their field to the team member being replaced. It is desired that they have experience in working on projects that have integrated to CC&B and iNovah.

| Role | Average time allocation during implementation | Name(s) initially provided in proposal | KUBRA assigned resources |
|--|---|--|--------------------------|
| Client Relationship Manager | As required to meet the City Schedule | Tara Mondelli, | Gabrielle Dilorio |
| SVP of Service Delivery | As required to meet the City Schedule | Tony Dilorio, | Tony Dilorio, |
| VP of North American Sales & Client Relations | As required to meet the City Schedule | Braden Short | Braden Short |
| Director of Client Services | As required to meet the City Schedule | Nish Bandara | Shawn Ito |
| Manager, Client Solutions | As required to meet the City Schedule | Muhammad Kazmi | To be provided |
| KUBRA Project Manager | As required to meet the City Schedule | Sam Siddiqui | To be provided |
| KUBRA Technical Lead | As required to meet the City Schedule | To be provided | To be provided |
| KUBRA Snr Programmer | As required to meet the City Schedule | Monica Pop | To be provided |
| KUBRA IT Developer | As required to meet the City Schedule | Chris Campbell | To be provided |
| KUBRA QA Analyst | As required to meet the City Schedule | To be provided | To be provided |
| Quality of Service Analyst | As required to meet the City Schedule | To be provided | To be provided |
| Billing Administrator | As required to meet the City Schedule | To be provided | To be provided |
| User Acceptance Testing (UAT) Analyst | As required to meet the City Schedule | To be provided | To be provided |
| Database Analyst | As required to meet the City Schedule | To be provided | To be provided |



City Key Project Personnel

Prior to the start of this implementation, City will designate a Project Manager who will be the focal point for all KUBRA communications relative to this project and will have the authority to act on behalf of City. Responsibilities include the following:

- Serve as the interface between KUBRA and City
- Manage City 's team member resources, activities, and dependencies
- Provide information and responses, coordinate delivery of billing files, identify exceptions, and coordinate parallel testing
- Administer Project Change Control (during the implementation phase) along with the KUBRA Project Manager
- Attend project meetings/weekly conference calls

During implementation and after go-live, there will be minimum level of involvement required of City in order for the project to function at an optimal level. KUBRA will require the resources of a small number of City's personnel. The personnel required to implement the proposed solution should not exceed two or three individuals/skill sets. These resources don't need to be dedicated resources, but should be available for the success of the project. Resources to include:

- Project Manager City will assign a Project Manager to coordinate all activities and resources. Your Project
 Manager will work with the KUBRA Project Manager to ensure that skilled and knowledgeable resources are
 assigned to support issue resolution, keep the project on track, and help guide the project to successful completion.
- Network Communications Team At the outset, KUBRA will assign a Network Communications Coordinator to the implementation and requests that City provide a corresponding individual to coordinate and test network connections (FTP or SFTP).
- **Billing System Integration Team** KUBRA requests that City provide a resource or two to provide information as needed regarding the billing file and to coordinate delivery of test files. Other responsibilities include User Acceptance Testing.

The City's team consist of the following team members:

| Role | City Assigned resources |
|----------------------|---|
| Project Manager | To be named |
| Key Business User(s) | Pamela HorganJasmine Frost |



| Role | City Assigned resources |
|---|--|
| Infrastructure Experts / Services | |
| Install/Maintenance of POS equipment | TI - Customer Services Bureau (CSB) |
| Network Communications Team / Connectivity Specialist | TI - Infrastructure Services Bureau (ISB) |
| Business Experts / Services | |
| Subject Matter Experts (business) | Sue Alcantara Joie Harvey Dustin Quinones Karen Li Nicole Jones |
| Functionality Tester(s) | Sue Alcantara Joie Harvey Dustin Quinones Karen Li Nicole Jones |
| Trainer(s) | Karen LiGino Ferreri |
| Post go-live Support from Customer Service | Sue Alcantara Joie Harvey Kim Taylor Dustin Quinones Nicole Jones |
| Integration and Testing Experts / Services (design, develop, | test, cutover) |
| INovah (B&C, CC&B, infor, Marina Boat Slip, Parking Citations, Police Department, RescueNet, Tyler, Infor Public Sector (IPS)) | B&C - Ed Luden CC&B - Jeremy Marquette and designate infor Public Sector - Meng Hak and designate Parking Citations - FM Customer Services Police - Karen Li and Gino Ferreri RescueNet - Karen Li and Gino Ferreri Tyler Munis - Mary Williams Marina Boat Slip - Mary Williams? Additional testers from the business |
| Web – MCUES | Jeremy Marquette and designate |
| (CC&B) | |



| Role | City Assigned resources |
|--|--|
| Web - Longbeach.gov (B&C, infor, RescueNet, Tyler, Infor Public Sector (IPS), Harbor Department, Mayors Homeless Fund, Animal Control, Online Garage Sales) | CC&B - Jeremy Marquette and designate Chameleon (Animal Control) - Karen Li and Health dept. SME Harbor Department - ??? infor Public Sector - Meng Hak and designate Online Garage Sales - James Chen Parking Citations - FM Customer Services Police - Karen Li and Gino Ferreri RescueNet - Karen Li and Gino Ferreri Tyler Munis - Mary Williams Marina Boat Slip - Mary Williams Additional testers from the business |
| Virtual Terminal (Infor Public Sector (IPS)', Online Garage Sales) | Infor Public Sector - Meng Hak and designate Online Garage Sales - James Chen |
| Retail Payments (CC&B) | Jeremy Marquette and designate |
| Mobile (B&C, CC&B, infor, RescueNet, Tyler, Infor Public Sector (IPS)') | B&C - Ed Luden CC&B - Jeremy Marquette and designate Infor Public Sector - Meng Hak and designate RescueNet - Karen Li and Gino Ferreri Tyler Munis - Mary Williams Additional testers from the business |
| Technical Documentation for all solutions | To be determined |
| Operations Team for post go-live | TI - Infrastructure Services Bureau (ISB) |
| Data Specialist | CC&B - Jeremy Marquette and designate Chameleon (Animal Control) - Karen Li and Health dept. SME Harbor Department - TBD Infor Public Sector - Meng Hak and designate Online Garage Sales - James Chen Parking Citations - FM Customer Services Police - Karen Li and Gino Ferreri RescueNet - Karen Li and Gino Ferreri Tyler Munis - Mary Williams Marina Boat Slip - Mary Williams Additional testers from the business |



The City's team allocation to the project is expected to be estimated at the following percentages:

CLB Roles / Percentage Allocation



| | Phase> | | | | 200 | | | EZP | | UDEN P | onstru | | Ortol op: | ron) | | | | | | | | | | | | | | | | | |
|-------|---|-----------|------|--------|----------------------|-----------|-------|------|----------|------------|--------|----------|-----------|---------|-------------|---------|----------|--------|----------|-------|--------------|--------------|------|------|--------------|---------------|------------|------|---------------|-------------------|--------|
| | | | | | 10.00 | 1 - 1 - 1 | | EU | <u> </u> | 31.00 | 40.55 | | 13000 | | | ván E | yolled | 1440 | 1, 22.7, | 4 (1) | 1 | | | | | | | | | | |
| | | | | | | | | 100 | | | | | | 7.55 | 200 | Acoile | | in die | . 19. 10 | | . " | | | Tarl | ung/U | | | | | | |
| | | | 1 | | 2.34 | 72.7 | | | 0.50 | | | ं ! | 12.2 | 120-14 | | NO DIXE | 15/11/25 | 100 | | 58 | Confingency. | Prepare Test | 25.0 | | ald to | V-21/15/19/20 | Deployment | Post | Provide to | Son Lite | NRAD |
| - | | Planning | | Design | 4 | file S | etup | , | | (1) (1) | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | Lonangency | 19 | 20 | 21 | 22 | 23 | 24 | | | 27 | |
| | Resource/Role Week> | -23.1 | 2 | | 70% | _ | 20% | 70% | 70% | 70% | | | | 70% | 707 | | _ | 70% | 70% | | 100% | 100% | | | | | 102% | | | | |
| CLB | Project Managet | 100% | 100% | 100% | 1 | | | | | | - | | | | | | | | | | 1 | 10020 | _ | | | | 10071 | | | - | \neg |
| СШ | Key Business Stakeholders | 50% | 70% | 70% | 60% | 60% | 10% | 10% | 10% | 10% | 50% | 50% | 10% | 20% | 20% | = | 10% | 10% | | 10% | 10% | | 20% | 20% | _ | | | | $\overline{}$ | $\overline{}$ | |
| CUB . | Testing Team | 10% | 30% | 30% | | | L | | | | - | _ | | 100% | 100% | 100% | | | 100% | 100% | 10% | | 100% | | 1 | | | - | \neg | \vdash | |
| CLB | Connectivity Specialist | 10% | 20% | 20% | 50% | 50% | 50% | 10% | | | - | \dashv | | | | _ | Ш | | - | - | | | 50% | 5% | 5% | 5% | | - | - | | _ |
| CLE | Dala Team | 10% | 20% | 20% | 50% | 10% | 10% | 5% | | | | | | | | | | L | | | | | 100% | 1005 | 1007 | 50% | | L | | | |
| | Fhase> | 19 55 B | | | 38.6 8.43 8.43 | | | EZP | | vmolp? | onshu | | ondep | (on) | · · | Veb B | volled | | | | | | | | | | | | | | |
| | | | | | 44,5 | 5000 | 1,500 | 111 | | : 110 | | | 0.53 | 25 47.5 | , h | tobile | 1.1 | | - 25 | 100 | | hepwe lesi | | Test | ing/Li | | | | | | |
| | | 2 Jonning | L | Design | 200,00 | File 5 | elup | | | 45,500 | | 116 | | | | | . 19 34 | 1150 | 100 | | Configuracy | | _ | | 1 | | Deployment | ron: | reduc | <u> ชอก รัชต</u> | port |
| | Resource/Role Week> | 3891386 | 2 | 3 | 1 | | | 7 | . 6 | _ | 10 | 11 | 12 | 13 | 141 | 15_ | 36 | 17 | 18 | 70% | 100% | 2) 100% | 22 | 100% | . 24 | 100% | 100% | 21 | 45 | - 27 | 30 |
| CLB | Project Managét | 100% | 100% | 100% | | 70% | 70% | 70% | 70% | 70% | 70% | | 70% | 20% | | 70% | | 70% | | | | (00% | 20% | | 20% | 30% | 100% | - | _ | | |
| C10 | Key Business Stakeholders | 50% | 70% | 70% | 60T. | 60% | 10% | 10% | 10% | 10% | 50% | 50% | 10% | | 20% 100% | | | 10% | 10% | | 10% | | | 100% | | 80% | | _ | | - | |
| C18 | festing Team | 10% | 20% | 30% | 50% | 50% | toer | 10% | _ | | - | | | 100% | 1009s | 100% | | | i,cuza | 100% | 103 | | AOS. | 5% | 5% | 5% | | | | | П |
| CID | Connectivity Specialist | 10% | 20% | 20% | 50% | 10% | 10% | 5% | | | | | | | \vdash | | | | | _ | | | 100% | 100% | | 50% | | | | \Box | \Box |
| Cre . | Dola Team | 1.10% | 200 | 20/1 | 20/4 | 10.4 | 100 | 070 | | ` | | | | | | | _ | | • | • | | | | | | | | | | | |
| | | | | | | | | | | , | | | | | | | | | | | | | , | | ١. | | | | | | 15% |
| (ubra | KUBRA Implementation Mg/ | | 100% | | | | 100% | | | 100% | | | | | | | 100% | | | | | | | | 209 507 | | 1008 | | | | |
| (ubra | ?echnicalLead | 703 | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 707 | 100% | 100% | 50% | 509 | 507 | 50% | 509 | 257 | 154 | - 374 | 576 |
| | Application feam (usub): NUMA Monager Chamel Demolphen: CALEGO Reformence Festing Leag. Millegol | 30% | 70% | 70% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | | 30% | 309 | 309 | 30% | 109 | 25% | 15% | 5% | . 5% |
| ı | (kelwork te am jusa op xusaa voodgel, Channel Development, Jak sebal, sedormande Ferling Lead, Jyk Legol | 309 | 30% | 30% | 50% | 803 | 80% | 60% | 10% | 10% | 10% | 10% | 50% | 50% | 10% | 10% | 10% | 10% | 10% | 10% | 10% | 50% | 10% | 109 | 109 | 10% | 509 | 15% | . 5% | 5% | 5% |
| 1 | Terting Team geoby: Kussa kanager, Chanas Development, Jak Lead, Performance Terting Lead | | | 100 | | | _ | | | , ce | | /04 | | ^~ | | 300 | | 100% | 267 | 200 | | 100% | | 109 | 109 | 0% | D9 | 0% | C/F. | 07. | 05 |

The most client resources are required during Requirements Gathering, UAT, Testing, and Production stages.

KUBRA anticipates 30% of resources work day to be required for the project in the early stages.

The number of analysts required by a client is dependent on your comfort level and timelines.

The average resource utilization over the project duration would be 5-15% of a work day as more time would be required at the beginning (requirements gathering and detailed requirements walk thru - 30%).

Slightly less during testing; then less during UAT; more during Production roll out.

CLB Roles, Skillsets & Tasks Recommendation

- Project Manager Single Point of Contact
 - o Coordinate with KUBRA, City of Long Beach, iNovah, CC&B, FIS
 - 2-5 years experience in the following
 - Project Management Methodology Waterfall, SDLC, Agile
 - PMP Certified



- Business Analysis City of Long Beach A/R, customer service, technical back-end workflow and processes
- Internal and External Vendor coordination and management
- Bill Payment industry experience

Technical Resources

- Connectivity Specialist
- Review of existing APIs and implementation of KUBRA APIs and web services
- Handshake and Data transfer both batch (FTP) and API/WSDL
- Data Specialist
- Review, format, and implementation of all exported data (billing data, delta data),
 imported data (Remittance data, enrollment data)
- Pre-Production and Production Deployment and cut over
- Provide and support implementation of any and all subscriber or payee profile
 information to be imported by KUBRA
- Technical Resources (One or a combination of multiple resources)
 - Developer (Experience 3-5 years)
 - RESTful and SOAP web service and API design, implementation, support
 - City of Long Beach, data export and import formats, internal technical infrastructure platforms and data transfer mechanisms
 - Technical process review and solution design
 - Communication and coordination with technical resources both at the City and externally with vendors.
 - Pre-Production and Production Deployment and cutover
 - Organization and documentation skills test planning, execution, direction and guidance
- Subject Matter Experts (SME's) For each division
 - 5+ years experience payments
 - Overall understanding of the division



- Review and direction of KUBRA service overall involvement EZPAY, Biller Direct -(Existing CC&B web self service/IVR), iNovah integration, all other portal/vendor services, payment processors.
- Key Business Stakeholders For each division
 - Review and direction of KUBRA service overall involvement
 - Branding, customer experience flow and functionality of EZPAY, Biller Direct, Business Rules
 - Web/Mobile Flow
 - IVR Flow
 - Maximum/Minimum Thresholds
 - Transaction Management Rules
 - Sign of on Business Requirements Document
- Trainers (Train the Trainer)
 - CSR support scripts
 - All KUBRA Portals
 - Operation Contacts (data transfer, job review, error handling and escalation)
 - 2-3+ years experience
 - Creation of training curriculum including documentation and examination experience
 - Communication and teaching/training
 - o Experience with all mainstream web, mobile, IVR platforms
 - Bill Payment industry experience
- Testing Resources
 - o 1+ years experience with web, mobile, IVR interfaces
 - Communication and Documentation experience
 - Test planning, test script creation
 - Unit and Functional Testing
 - End to End/Final UAT and sign off



- Pilot Testing in production (Penny Testing)
- Operations Team
 - o Post Go Live Warranty Monitoring and error handling
 - Job ID processing, preview/release, case support management
 - o Operations Team
 - Post Go Live Warranty Monitoring and error handling
 - Job ID processing, preview/release, case support management



5. Implementation Methodology, Roles and Responsibilities

The scope of work to be performed by KUBRA and City is described in this Statement of Work. In the tables depicting roles and responsibilities, "R" identifies the party primarily responsible for the activity or deliverable; "C" identifies the party contributing, assisting or participating.

Implementation

KUBRA has a well-formed and mature implementation methodology identified as our Project Management Methodology (PMM) which draws its foundation from the best of several industry standard methodologies, industry best practices, and our own experience in delivering our products and services many times over. KUBRA understands each project is unique and has its own set of requirements. Therefore, a primary tenet of our PMM is to ensure our clients realize a transparent and continuous flow-of-value throughout the project life cycle, culminating in the successful delivery of the projects objectives while creating competitive advantage for you.

As defined within our PMM, our projects follow an industry standard phased life cycle for the organization, management, and control of the project, while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative. These phases include: *Initiation, Planning, Analyzing & Designing, Building, Testing, Implementation, Production,* and *Post-Production.* KUBRA follows the same methodology when implementing our solutions for existing or new clients.

Our PMM is managed and governed by our Project Management Office (PMO). Our PMO has oversight responsibility for our project portfolio ensuring that all project work is consistently managed by the best practices outlined in our PMM, gained over many years of successfully implementing our clients. The primary purpose of our PMO is ensuring the success of every project for every client. As defined within our PMM, our projects follow an industry standard life cycle for the organization, management, and control of the project while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative.

To mitigate risk during the project, KUBRA will work to identify and detail all requirements prior to commencement of development.

Additionally, KUBRA will employ an enterprise project management tool, Clarizen, to track projects while utilizing multiple internal and external project artifacts during the project life cycle. Clarizen also provides a crystallized view of risks and issues through assessment (identify, analyze, evaluate) and control (monitor, action, closure). You will also be provided a weekly status report that details project completion percentage, schedule status, project roadmap, period covered, accomplishments, and planned activity.

Initiation and Planning

Estimated Start Date: Week of 12/4/17

Duration: 1 Day



Projects begin with a project kick-off meeting to review project scope, schedule, deliverables, and responsibilities. KUBRA will provide the agenda and leadership for this meeting.

During this phase, the City's team will be responsible for attending the kick-off meeting, contributing and providing information on the City's requirements and answering the Prospect Questionnaire. The City's Project Manager will work with KUBRA's project Manager to develop the combined project schedule.

| (ey f | or Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | |
|-------|---|------|-------|
| | Tasks | City | KUBRA |
| 1. | Kick-Off meeting will be held via teleconference (or onsite if combined with requirements gathering sessions). | С | R |
| 2. | High level walk through existing / base solution/KUBRA solution design | С | R |
| 3 | Conduct high-level scope validation | С | R |
| 4 | Review and confirm priority of divisions - iterative approach | R | С |
| 5 | Review roles and responsibilities | С | R |
| 6 | Review Project Management Methodology / Approach – Governance | R | R |
| 7 | Review high Level Timelines and Milestones | С | R |
| 8 | Conduct risk assessment and confirm next steps | R | R |
| 9 | Documents reviewed and finalized during this phase: | С | R |
| | Prospect Questionnaire | | |
| | Sales Statement of Work (Refers to this Statement of Work #1) | | |
| | Implementation Documentation Checklist | | |
| | Project Summary Report | | |
| | Implementation Project Plan | | |



| Key for | C = Party contributing, assisting, or participating | | |
|---------|---|------|-------|
| | Tasks | City | KUBRA |
| | Estimated Project Timeline | | |
| | Contact Log | | |
| | Change Order | | |
| | Issue Report Form | | |
| 10 | Phase Gate Review and sign-off of Initiation (Kick-off meeting initiates the project) | С | R |

Analysis & Design

Phase: Analysis

Phase: Design

Estimated Start Date: Week of Estimated Finish Date: Week of

12/06/17

12/27/17

Duration: 3-4 Weeks

Duration: 1 Week

Workshops

Workshop will be conducted onsite on December 6th and 7th, 2017. Day 1 will be a full day with day 2 running from approximately 8:30am to 11:00am PST.

KUBRA categorizes all of our projects into three overall stages: Solution Assurance (Managed by the Client Relations team), Planning (Managed by KUBRA Project team), and Delivery (Managed by KUBRA Project team). During the Solution Assurance stage, the KUBRA Client Relations team identifies the opportunity with the client and provides visibility of a potential partnership to KUBRA's Service Delivery and the client's stakeholders. Upon recommendation of contract execution, the project is given a warm transfer to the aligned Project Management team for project kick-off. The early visibility of projects in our organization via the Solution Assurance phase provides a heightened level of clarity once the projects are transitioned to the aligned KUBRA Project team. This results in an increase in project velocity, seamless project transition, and greater project control.



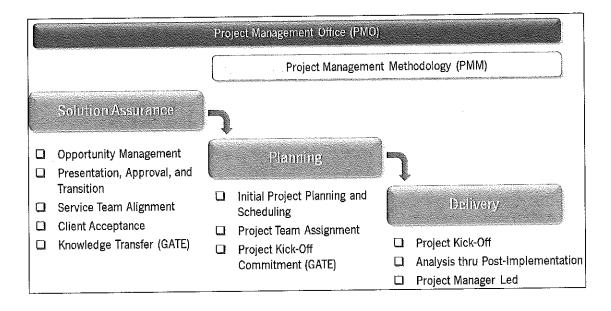


Figure 3: Project Management Methodology

The KUBRA Project Manager and Technical team leads the client's teams in discussions regarding business requirements and the configuration options in the contracted products to meet those requirements.

Typically, workshops are performed at the client's office with appropriate representatives including business process experts, data experts, IT staff, and end-customer representatives such as Corporate Communications representatives. Key areas for discussion include:

- Detailed configurations and design for the product(s) to be implemented
- Specifications for client-supplied web services or event files to support the product(s) to be implemented
- Specifications for KUBRA-supplied web services to be used by the client for business and technical processes and integration

Another key item discussed during this phase is program deployment. There may be several options and approaches to deployment, and KUBRA leads discussions on the available deployment scenarios. Deliverables from the requirements and design phase include technical specifications and a product configuration document with supporting documents as required for each product. The KUBRA Project Manager coordinates the review and finalization of all specifications for the project.

Milestones

While KUBRA PMM provides the foundation for quality and timeliness through its processes, best practices, guidelines, templates, and workflow. KUBRA also respects the uniqueness represented by each project effort. As every project is unique, the milestones defined for that project can be just as unique. Our PMM contains a standard list of milestones including our Phase Gate Reviews that are tracked, managed, and reported on throughout the life cycle of the project.



Documentation

The following key tools and documents are used during a project's implementation:

- Prospect Questionnaire
- Statement of Work (this Statement of Work #1)
- Implementation Documentation Checklist
- Project Summary Report
- Business Requirements Document
- Implementation Project Plan
- Estimated Project Timeline
- Contact Log
- Change Order (Project Change Request if applicable)
- Issue Report Form
- Test Plan Recommendations
- Project Sign-off Form

Integrations

Implementation begins with installation of KUBRA EZ-PAY as well as the creation of necessary development and testing environments. Once the base products are configured, the individual product configurations, workflows, and integrations begin. Because our products are designed to exchange data with utility systems, integration between KUBRA and City's environments is needed during this phase of the project. Interim deliverables may include live web service endpoints for both KUBRA-provided web services and City provided web services, as well as sample data files. The KUBRA Project Manager and Technical Lead will work with City's team on key interactions during this phase.

During this phase, the City's team will be responsible for attending the workshop meeting, contributing and providing information on the City's requirements. The City's Project Manager will work with KUBRA's project Manager to manage the tasks of the combined project schedule. The City will be responsible for establishing the City's test and production environments for integration with the KUBRA solutions. The City will define the test scenarios and scripts for User Acceptance Testing (UAT).



Key for Table

- C = Party contributing, assisting, or participating
 R = Party primarily responsible for the activity of deliverables

| • | R = Party primarily responsible for the activity of deliverables | City | KUBRA |
|----|--|------|-------|
| | Tasks | City | NOBNA |
| | During or after the workshops, KUBRA will provide the City access to a playpen with KUBRA EZ-PAY and KUBRA iDoxs. | | R |
| | Create necessary development and testing environments installation of KUBRA EZ-PAY (including API toolkit) and KUBRA iDoxs. | | R |
| 3 | Provide details on the included API toolkit | | R |
| 1 | Conduct Analysis Workshops to review business requirements and the configuration options | С | R |
| | Meeting with a Point Person(s) – Requirements from each of the business units/divisions | | |
| 5 | Review and design connectivity for data transfer (sFTP, Firewalls, SALT values, IVR) | С | R |
| 6 | Discuss and design Billing input, customer experience (web / mobile / IVR), Payment/Customer output (batch/real-time/near real-time) | С | R |
| 7 | Discuss and document Business rules – Payment channels / modes / thresholds / velocity | С | R |
| 8 | Discuss and define roles and responsibilities – DocWeb, Templates, Audit, Transaction Manager, Payment Manager, Notification Manager | | R |
| 9 | Discuss and document Data Processing / Backend / Customer / Payment / Reporting order and timing | С | R |
| 10 | Define Integration approach — with KUBRA TEST / DEMO / PREP / PROD environments | С | R |
| 11 | Discuss and document API/web service/customer preference/page presentment | С | R |



Key for Table

- C = Party contributing, assisting, or participating

| | Tasks | City | KUBRA |
|----|--|------|-------|
| L2 | Define and document testing strategy and requirements | С | R |
| | Testing Planning – Internal, Client UAT, Pilot, cut over | | |
| | Define requirements for redundancy/volume/performance testing | | |
| | Custom test scripting requirements | | |
| 13 | Define Catalogs/targets/schedules/notification templates | С | R |
| 14 | The KUBRA Project Manager coordinates the review and finalization of all specifications for the project. | С | R |
| | Review and signoff of project documents: | | |
| | Testing strategy | | |
| | Test plan recommendations | | |
| | Requirements document | | |
| 15 | Phase Gate Review and sign-off of Analysis | С | R |
| 16 | Configure base products per requirements | | R |
| 17 | Define and document workflows | С | R |
| 18 | City creates required test and production environments | R | С |
| | include live web service endpoints for both KUBRA-provided web services and City provided web services | | |
| 19 | Define and prepare sample data files | R | С |
| 20 | Single instance design and approach (KUBRA EZ-PAY platform that the City will be implemented on) | | R |



| Key for Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | | |
|---|--|------|-------|
| | Tasks | City | KUBRA |
| 21 | KUBRA develops and reviews the following documents with the City: Proposed Solution via the Blueprint artifacts (BRd) for Approval and Build Configuration document for each product | С | R |
| 22 | Phase Gate Review and sign-off of Design (Business Requirements Document Signing) | С | R |

Build

During this phase, the integration will be developed using API's, web, Batch via FTP, etc. The IVR custom voice over scripts will be developed.

Estimated Date: Varies depending on phase

Duration: Varies depending on phase

| | Key for Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | | |
|----|---|------|-------|--|
| | Tasks | City | KUBRA | |
| 1. | Billing, delta, remittance, enrollment, audit data processors | | R | |
| 2 | DocWeb integration | | R | |
| 3 | Build and connectivity - EZ-PAY (web, mobile, IVR) and BDE (web) | | R | |
| 4 | Client side build (API, data export/import, other integration) across all divisions and initial test integration | | R | |
| 5 | Develop test scripts and test data for UAT | R | С | |



| Key 1 | or Table | | |
|-------|---|------|-------|
| | C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | |
| | Tasks | City | KUBRA |
| 6 | KUBRA provides Training (Train The Trainer) | С | R |
| 7 | City develops Training Material and rolls out to departments | R | С |
| 6 | Phase Gate Review and sign-off of Build (UAT Commences) | С | R |

Test

Because KUBRA implement fully integrated solutions, all phases of testing require collaboration between KUBRA and City. Prior to system testing, the KUBRA Project Manager facilitates test planning and prepares a testing plan document that references scripts, detailed testing and release cycle dates, issue management systems, issue severity definitions, and test phase exit criteria. During all test cycles, code and product configurations are version managed and released in a scheduled and controlled manner. KUBRA follows a traditional enterprise software approach to testing during initial implementation as well as future rollouts. The testing approach includes:

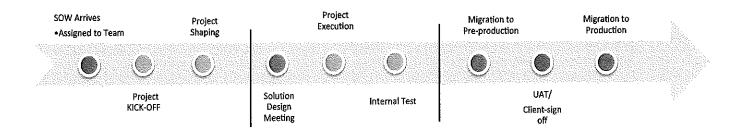
- Factory Testing Occurs with some support from City via live web services, representative data feeds, or live data. Ensures functional elements and individual components are ready for System Integration Testing. Tests are both scripted and ad hoc and are conducted by the KUBRA Quality Assurance team.
- System Integration Testing Aims to exercise the end-to-end solution with a goal of providing coverage across all features of the system. Tests are conducted by a joint KUBRA and City team.
- Acceptance Testing Provides the opportunity for City to validate that all configurations and implementation work
 have been completed to match the system design. Tests are conducted directly by your team. KUBRA support may
 include attendance in scheduled testing meetings, issue triage, and analysis support by the KUBRA Project Manager
 and Technical team.
- Performance/Load Testing May be a component of testing, depending on the components implemented, and
 may consist of inbound load simulation and outbound volume measurements. Prior to testing, the KUBRA Project
 Manager and Technical team will work to identify appropriate business scenarios to model.

KUBRA utilizes a series of testing processes that include user acceptance testing, system integration testing, stress/load-balance testing, and 'pilot' testing of the initial application for deployment and for future updates/upgrades of the system. During a typical implementation, KUBRA proceed through approximately 15 different testing phases and use a number of different software applications to support each phase. KUBRA runs four environments including Development, Test, Pre-Production, and Production. KUBRA use these environments to test and deploy implementations, work requests, and future releases of the product. User Acceptance Testing (UAT) is performed in the Pre-Production environment for which



KUBRA provide access to our clients for initial and on-going testing post live date. The pre-production system is a duplicate of the production system except for any changes which are currently being tested.

Following is diagram from our internal testing documentation showing the steps involved in the project process:



After extensive user acceptance testing (UAT) by both KUBRA and the City, the project package is certified by our QA team and promoted to the production environment. The warranty period generally extends for 30 days post Go Live (Production) during which Project team members are available to effectively correct any random issues that may arise.

Estimated Date: Vary depending on phase

Duration: Vary depending on phase

| Key fo | r Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | |
|--------|--|------|-------|
| | Tasks | City | KUBRA |
| 1 | KUBRA will perform Factory testing - KUBRA Quality Assurance team will test initial setup of applications | | R |
| 2 | Internal/External End to End Testing in DEMO/PREP Region | | R |
| 3 | Initial Client unit and integration testing - Perform end to end, Fulfilment process testing across all shared services (System Integration Testing) | R | R |
| 4 | Perform End User Training | | |
| 5 | Perform User Acceptance testing (UAT) - Individual client UATs per division (All divisions at once or iteratively) | R | С |



| | Key for Table • C = Party contributing, assisting, or participating | | | | |
|---|---|------|-------|--|--|
| | R = Party primarily responsible for the activity of deliverables Tasks | City | KUBRA | | |
| 6 | Performance/Load Testing | С | R | | |
| 7 | Pilot/Parallel Testing in Production | R | | | |
| 8 | Phase Gate Review and sign-off of Build (UAT Sign off) | С | ·R | | |

Pre-Migration

Deployment & Knowledge Transfer

The KUBRA Implementation team provides on-going support during the deployment of the solution to production. The detailed planning for deployment is based on the draft deployment plan completed in the early phases of the project. Deployment support also includes administrative knowledge transfer to City staff.

You will be responsible for deployment to production for all City supplied web services, data, and associated functionality. KUBRA completes deployment of all functionality to production for our products.

Estimated Date: Varies depending on phase

Duration: Varies depending on phase

| | Key for Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | | | |
|---|---|------|-------|--|--|
| | Tasks | City | KUBRA | | |
| 1 | KUBRA QA Analysts to migrate environment from TEST to PREP | | R | | |
| 2 | Provide approval to migrate the project to PROD environment (Go/No-Go decision) | R | R | | |
| 3 | Phase Gate Review and sign-off of Pre-Migration (UAT Sign off) | R | | | |



Migration to Production

Estimated Date: Varies depending on phase

Duration: 1 Week

| Key for Table C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | | |
|--|--|------|-------|
| | Täsks | City | KUBRA |
| 1 | Prepare Cutover Plan and Back out plan | R | R |
| 2 | KUBRA QA to migrate environment from PREP to PROD KUBRA completes deployment of all functionality to production for our products. | С | R |
| 3 | Deployment to production for all City supplied web services, data, and associated functionality | R | С |
| 4 | Phase Gate Review and sign-off of Build (Project Live document (PLd) and sign off) | С | R |

Post Production

Post Production Change Requests & System Maintenance/Enhancements

All post-implementation change requests will be submitted through your assigned support team. As change requests are received, they are scheduled and executed based on the issue and subsequent resolution metric.

Small adjustments to the application can typically be accommodated within two to three (2-3) hours. More extensive changes need to be scoped and scheduled within our production and support teams and can vary based on the complexity of the change. Changes requiring more than four (4) hours of work will be completed in collaboration with City and your KUBRA Customer Relationship Manager. A Statement of Work will be created to fully address any changes.

KUBRA has a written, formal Software Development Policy that outlines high level procedures which must be followed for development, maintenance, etc. Per KUBRA's Secure Software Development Procedures, software must include security checks and measures throughout the development life cycle. The high level overview of the security measures taking place within each phase of the KUBRA development process are as follows:



- Requirements Analysis Developers should determine whether application requirements are inherently insecure.
- Design Application components should be planned in a manner consistent with data and network security.
- **Development** Developers must consider all application vulnerabilities (e.g., memory bound issues, privilege, and access bypass).
- **Code Review** Peer developers, not solely the primary developer, must conduct code reviews of all new software, specifically in an attempt to identify security issues.
- QA Implementation Implementation should not compromise security controls already in place or introduce new vulnerabilities.
- QA Testing In addition to functional and efficiency testing, all security features of the application should be tested.
- **Documentation** All application features and implementation documentation should include direction on proper security configurations.
- **Production Implementation** Implementation should not compromise security controls already in place or introduce new vulnerabilities.
- Production Testing In addition to functional and efficiency testing, all security features of the application should be tested.

Prior to introduction into the production network or systems, all changes are first tested on a QA or test network isolated from the production environment.

The documented test plan is followed to ensure no adverse effects on the network, systems, or applications. User acceptance testing is conducted in a pre-production environment for which KUBRA provide access to our clients for initial and on-going testing post live date. The timeframe from initial request to go live depends upon the actual change requested.

Estimated Date: Varies depending on phase

Duration: On going

| Key fo | | | |
|--------|---|------|-------|
| | Tasks | City | KUBRA |
| 1 | Post go live monitoring and stabilization | С | R |



| Key fo | r Table | | |
|--------|--|------|-------|
| | C = Party contributing, assisting, or participating R = Party primarily responsible for the activity of deliverables | | |
| | Tasks | City | KUBRA |
| 2 | 30-day Warranty | С | R |
| 3 | Project Sign-off Form (Project Live document (PLd) and sign off) | R | |

Terms and Conditions

 Prior to or post kick-off, the City must review, complete, and return to KUBRA the documents included within the Exhibit B and Exhibit C.



6. Pricing

Pricing is defined within 4 sections

- Section 1 is for implementation and hardware costs
- Section 2 is for the transactional costs for implemented solutions
- Section 3 is for the Retail Cash Payment solution
- Section 4 is for general charges for implemented solutions

SECTION 1: IMPLEMENTATION PRICING

Implementation includes the following:

- KUBRA EZ-PAY (Credit, Debit, and ACH) through Web, Responsive Web, Mobile, Text, IVR and CSR/Agent.
- KUBRA iDoxs Suite (Recurring Web Payments via Credit, Debit and ACH)
- API Toolkit
- Over 40 product reports (Online)
- Custom Voice Over Scripts Included in implementation at no additional cost
- Train-the-Trainer
- Initial workshops will be conducted onsite at no additional cost to the City (Approximately 1.5 days).
- KUBRA Retail Cash Payment Adoption Marketing Planning (Playbook Package Free)

Implementation and Support Costs

KUBRA has waived all upfront implementation costs for this project for the defined scope. If additional payment applications (bill type/sources) are added during the initial implementation or subsequent implementations, as mutually agreed between the City and KUBRA, a Project Change Request will detail the cost per payment to the City or City customer and the Implementation costs based on the time/work effort. KUBRA may consider waiving of the implementation cost depending on timing of the request.

Hardware

The City has agreed to purchase or lease the following hardware if/when devices are able integrate with iNovah and are supported by KUBRA at no additional cost to the City. The integration is further defined in Exhibit F: iNovah – KUBRA Integration. If integration costs are required to support the devices they will be detailed in the Change Order / Project Change Request. Scope and cost will be reviewed and agreed to with the City prior to commencement of work.

POS purchase and/or leasing cost

- Purchase Costs: IPP320 are \$210/unit; Epson printer are \$515/unit*
- Rental Costs: IPP320 are \$16/unit/month; Epson printer are \$22/unit/month*
- Printer can be avoided if you e-mail and/or print on local printer (8.5 x 11)



No additional hardware is required for this solution as KUBRA services are provided as a cloud-based solution.

Installation of POS

If the City requires onsite support with installing the POS devices, the follow KUBRA charges will apply:

Deployment Services (Mon-Fri 8:30-4:30 ET; holidays excluded)*

Same day up till 2.00 pm

Terminal Preparation and Order Handling

69.00/device

Additional devices per order

\$9.00 / device

On-Site Installation (Mon-Fri 9am-9pm Local; Sat, Sun. & holidays 9am-5pm)

(Assuming maximum on 60 minutes on-site):

Each additional terminal

| Area A (0-40 miles from Technician Location) | \$130.00 |
|---|----------|
| Area B (40-100 miles from Technician Location) | \$169.00 |
| Area C (100 + miles from Technician Location) plus Km and travel time | \$169.00 |
| Per mile charge | \$.50 |
| Per Hour Travel | \$60.00 |
| Each additional terminal | \$20.00 |

Configuration / Modification

- Configuration of the defined project overview and scope are part of the zero-cost implementation provided by KUBRA. In the event that changes are identified and required, which are outside the scope of this project (SOW and Proposal), then a Change Order / Project Change Required will be initiated and billed out at \$165.00 per hour. Scope and cost will be reviewed and agreed to with the City prior to commencement of work.
- Post implementation Configuration is billed out at \$165.00 per hour and will require a change order.

Training

Training is provided at no cost to the City. KUBRA will provide full training to the City staff through KUBRA's unique "Train-the-Trainer" certification process, managed by KUBRA U Department. This training program is provided remotely as a standard, but can be provided at the City's preferred location in the format which is typically completed in 1 to 2 days (subject to reasonable travel and lodging costs). This training will be provided at mutually agreed upon date prior to the City's Go Live.



Materials

Training materials are provided in the form of online tutorials and/or online user guides.

Customized Reports

- As a standard KUBRA provide access to over 40 online reports which can be generated on demand, in realtime through the Admin and User Consoles in a standard web browser. Once generated, there is the ability to export your data into an Excel, CSV, PDF, or XML file for further analysis across all reports created.
- Specific report customization and new reports have been requested and are defined in Exhibit G: Reporting Requirements. The cost of these report customizations are \$165/hour as defined below and will be delivered for the first phase as mutually agreed between the City and KUBRA.
- Customized Reports that have been reviewed and accepted by KUBRA may be billed out at \$165.00 per hour if it is out of scope for future releases (i.e. Specific for the City and not productized reports).
 - Note: Any reports that deviate from the standard reports KUBRA provides online are considered custom reports. Based on mutual agreement by KUBRA of the requested fields, the custom reports will be created and delivered regularly to a specific email. Custom reports are not available online in iDoxs.
 - The KUBRA Implementation team will review your specific requests and requirements during the Requirements Gathering Phase of the implementation and discuss this request further with the City after review.

| # of Reports | Hourly charge/Report (\$165/hour) |
|--------------|-----------------------------------|
| 1-4 | 20* |
| 5-9 | 15* |
| 10+ | 10* |
| 10+ | 10* |

^{*}Hourly charges billed per tier (i.e. If 5 custom reports are required 80 hours would be billed for reports #1-4 and 15 hours for report #5 for a total of 95 hours).

Delivery, installation, and removal of existing equipment to provide the services as outlined (if required)

 All KUBRA work is performed offsite and therefore this is not applicable based on the scope of services that are defined within this RFP.

Travel expenses.

- Kick-off meeting will be conducted offsite.
- The initial workshop (requirements gathering) will be conducted onsite and is included at no additional cost. At least three weeks' notice prior to travel is preferred.



- All other KUBRA work is performed offsite therefore no additional travel expenses are anticipated.
- Where travel is requested by the City beyond this, reasonable travel costs will be agreed to prior to travel and will be paid by the City.



SECTION 2: TRANSACTIONAL COSTS FOR IMPLEMENTED SOLUTIONS

These are the fees that KUBRA will charge for processing the payment, which does not include the merchant processing fees as included in Exhibit B. Note that the fee does NOT change based on transaction amount for a given bill type/source.

| Bill Type/Source | | | 4 10 | 1 | Vintual Terminal | Redutting | e ligar | Self-Se |
|-------------------------|---|--------|--------------------|-----------|---------------------|----------------|-------------|---------------|
| In-Person (Various) | ػٙ | 0.12* | N/A | NA - | NA | NA | MA | MA |
| Mayor's Homeless Fund | Customer | 21,95 | \$1,95 | 19 | NA | NA | \$1.95 | \$1.95 |
| Utility Bill | City | 0.12* | 0.12* | 0.27* | 0.12* | .12 *ZT | Ř O | Č. |
| Billing and Collections | Customer | \$1,95 | 8) 100: 100: | \$1,95 | \$1.95 | 81.95 | \$1,95 | 81 .95 |
| Business License | Customer | 51.95 | \$1.95 | \$1,95 | \$1.95 | (0) | 81.95 35 | \$1.95 |
| Ambulance Service | Customer | 81,95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 |
| Animal Care Licenses | Customer | 50,50 | \$1,59 | \$7.59 | 81.59 | \$1.59 | 84.59 | \$1.59 |
| Garage Sales | Customer | 51.59 | \$1.59 | \$7.59 | ed . 59 | 87.59 | ξ. | 64.59 |
| Marina Boat Slips | City (recurring); Customer (other). | N/A | N/A | NA | N/A | N/A | | X |
| Harbor Rental Fees | Customer | \$1.95 | \$1,95 | \$1.95 | 51.95 | 81.95 | 64.95 | \$1.95 |

*Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Additional merchant fee's apply as detailed in Exhibit B Schedule 1, 2 and 3.

SECTION 3: PRICING FOR RETAIL CASH PAYMENTS (APPLICABLE TO UTILITY BILLS ONLY):

KUBRA has agreed to provide the required bar-code format to the City, as the City will review the formats and determine if the City is able to print the bar-code on the bill/payment slip prior to go-live of Utilities.

- If the City is able to implement the bar-code as part of the solution (Utilities phase), then the one-time implementation fee of \$5,000 will be WAIVED.
- If the City is unable to implement the bar-code printed on the bill, as part of the solution, KUBRA will bill the City a \$5,000 one-time implementation fee when the City goes into production with the KUBRA Retail Cash Payment solution only.

As part of the implementation of the Retail Cash Payment solution, the City will be required to sign the documents included within Exhibit D - Retail Cash Payments documentation including Schedule 1 - Confirmation of Critical Terms of Service on the Cash Transaction Network and Schedule 2 - EFT Authorization.

In addition, the City will be required to provide Merchant Implementation Information, a Bank letter and a W-9 as part of the boarding process.

| Profile / Set-up | |
|--|--|
| Supported Channels | Third party Retail Cash Payments |
| | |
| API integration | Yes |
| Map Service | Online interactive map service |
| Customer Authentication | Summary data |
| Remittance file | Standard / Next business Day |
| Timelines / Funds availability | Between 2nd and 4 th banking business day |
| Payment Processor | KUBRA Retail Cash Payment Partners |
| | |
| KUBRA Retail Cash Payment Convenience fee* | \$1.49 will be charged to the City Customer |
| Payment Types | Cash only |

^{*}Fee will be charged for each cash payment on top of bill amounts being paid.

The payment notification will be sent real-time, and the settlement will occur within the 2-4 day window.

SECTION 4: OTHER CHARGES: Support and annual maintenance for software and hardware

- There are no additional software, support and annual maintenance fees for KUBRA services, as they are provided as a Cloud based solution. This includes:
 - KUBRA EZ-PAY
 - KUBRA iDoxs Suite
 - o API Toolkit
 - o All base reports (existing and new Automatic reports)
- POS devices (hardware)
 - The warranty for the devices are as follows:
 - Four years for the printer
 - One year for the Terminal
 - Rental covers maintenance and replacement based on a 36-month agreement

In the event that the devices fail, the City will contact KUBRA support. If new equipment is needed, KUBRA will contact the provider and have new devices shipped, with call tag for old units.

Support options for POS:

The City is required to purchase one of the support options defined below (for both the rental and purchase options):

GOLD PRICING (ALL IN COSTS)

- \$28.25 Monthly all in support
- 4 Hr SLA onsite tech for under 50 miles to location replacement of devices
- Spares locally to customers

SILVER PRICING (ALL IN COSTS)

- o \$25.25 Monthly all in support
- Next Business Day onsite tech for under 50 miles to location replacement of devices
- Spares centrally in Maxwell location

BRONZE PRICING (ALL IN COSTS)

- o \$22.25 Monthly all in support
- Next Business Day SHIP to location, Client responsible for install and client must ship back old item and provide proof of shipment.
- Spares centrally in Maxwell location

FIELD SERVICE

Field Service support model includes both onsite support services for major centers and a courier based model to address client replacement requests in non-urban centers.

Field Troubleshooting and Replacement (Mon-Fri 9am-9pm Local; Sat, Sun. & holidays 9am-5pm)

| (Assuming maximum 40 minutes on-site) | |
|---|-----------------|
| Area A (0-40 miles from Technician Location) | \$115.00 |
| Area B (40-100 miles from Technician Location) | \$135.00 |
| Area C (100 + miles from Technician Location) plus Km and travel time | \$135.00 |
| Per Mile charge | \$0.50 |
| Per Hour Travel | \$ 60.00 |
| Key Injection | \$8.00 / device |
| End To End Card Encryption | \$4.00 / device |

Coverage Includes:

- All major city centers across USA representing over 95 locations
- 300 service providers with more than 900 Field Service Representatives

ONSITE Coverage Area and Service Overview

- Hours of operations are Monday Friday 9:00AM to 9:00PM, Saturday and Sunday 9:00AM to 5:00PM local time (some conditions apply for statutory holidays)
- 4 hour, 8 hour or next day onsite service negotiable to fit customers' needs
- Real-time closures from Field Service Representatives
- Reports for SLA available for weekly and monthly results through online portal
- Orders received before 4:00 PM EST will ship same business day, orders received after will ship next business day
- All orders are downloaded, configured and tested before shipping
- All orders include prepaid return waybill
- Daily reports to track SLA available through portal
- KUBRA provides customizable training services, recognizing that the success of initial setup, configuration and training process is essential to establishing loyalty with a new client.

General Charges

- Return fees are applied to all returns (i.e. invalid account number, NSF, NOC, etc. for ACH) and are levied directly by the ACH originator to the City
- For Non Convenience Fee specific applications where the City incurs the fee's:
 - Transaction pricing provided only includes validation, warehousing, scheduling and delivery to the Processing
 Network. The Merchant Acquirer (Chase Paymentech) will levy additional charges directly to the City (Refer to
 Exhibit B Schedule 1, Schedule 2 and Schedule 3) such as, but not limited to, ACH processing fees and
 Debit/Credit Card issuer percentage fees, charge back fees and payment processor fees
- Any long distance fees incurred to support the IVR application are at the Biller's sole cost
- KUBRA can amend convenience fee pricing upon prior written notice to the City, if such change is required due to changes in (i) the Visa and MasterCard regulations; (ii) Credit Card fees; (iii) the average bill amount (which is the total amount of Payments collected in a month divided by the number of Payments in a month.); (iv) volume of Transactions; (v) method of processing; (vi) type of business and interchange qualification criteria; (vii) changes in the fees charged by the Associations; or, (viii) changes in pricing by any third party of a product or service used by City. In the event of a change in the fee amount, KUBRA shall provide Customer with evidence to support the change.
- Chase has a limit of up to \$999,999.99 maximum payment amount for ACH transactions but the system default is \$25,000. For any payment amount exceeding \$25,000/payment a City invoice of a similar amount must be provided to the KUBRA Manager of Regional Sales at the start of the implementation and/or coincide with the submission of the PPIG.
- Additional languages \$165/hour. KUBRA EZ-PAY currently supports English, Spanish, French, Simplified Chinese and Traditional Chinese. We continue to make new languages available to our customers and would be willing to consider support of other languages at the request of the City, but any change require mutual agreement between KUBRA and the City a Project Change Request (PCR) would detail the costs to support the change. KUBRA iDoxs currently supports English and Spanish only. Any language added not implemented during the initial implementation of a payment application and added at a later date will be subject to a PCR.

7. Change Order

A Change Order is a written document prepared by the City or KUBRA using the City's standard form of Change Order or other City-approved form reflecting the agreement between the City and KUBRA for: (A) a change in the terms or conditions of the Agreement, if any; (B) a specific change in Scope; and (C) the amount of the adjustment, if any, in the contract price; and the extent of the adjustment, if any, in the contract time. The City's standard form of Change Order is attached hereto as Exhibit A: Change Order.

Authority to Approve Changes.

- A. **Limits of Authority**. The City may unilaterally change the Contract Documents, character of the Work or quantity of the Work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the initial Contract Price. Changes in excess of twenty-five percent (25%) of the Contract Price require a written contract amendment between the KUBRA and the City.
- B. **No Verbal Changes**. All changes to the Contract, whether resulting in an increase, decrease or no change in the Contract Price or Contract Time, must be in writing and signed by an authorized representative of the City. Any verbal direction, instruction, interpretation, or determination from the City which, in the opinion of the Contractor, causes a Scope Change in the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change Order only if the Contractor gives the City written notice within ten (10) calendar days of the verbal direction and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence, so that the City can promptly investigate and consider alternative measures to address the verbal direction giving rise to Contractor's notice. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested and the source of the verbal direction. Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) calendar days of such verbal direction shall be deemed Contractor's waiver of any right to assert or Claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such verbal direction.
- C. Unauthorized Work. Contractor shall undertake, at its risk, unauthorized Work in any oral request, written order or Change Order issued by a person in excess of that person's authority as provided herein. Any Work performed by the Contractor not indicated on the Contract Documents or any changes in the Work performed or provided by the Contractor without written acceptance from the City's Project Representative, shall be considered unauthorized by the City and performed at the sole expense of the Contractor. Unauthorized work so performed will not be measured or paid for and no extension of Contract Time will be granted on account thereof. Any such unauthorized work may be ordered removed at the Contractor's sole cost and expense. The failure of the City to direct or order removal of such unauthorized work shall not constitute acceptance of such work nor relieve the Contractor from any liability on account thereof.

8. Signature

Title:

By: Date: Dec H/17

Title: President CEo

Tom Modica
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ACTRUVEU AS TO FORM

AMY R. WEBBER DEPUTY CITY ATTORNEY

| Exhibit A: Change C Spec. No.: | | Change Order No.: |
|---|---|--|
| | Date Issued | |
| KUBRA on the date | referenced above and shall bocuments. Except as modified | e Contract Documents enumerated in the Agreement between City and e performed under the same terms and conditions as required by the nerein, the original Contract Documents and all prior amendments shall f the Contract Documents are hereby incorporated in this Change Order. |
| Description | | |
| Original Contract Pr | ice | \$ |
| Net change by prev | ious Change Orders | \$ |
| Contract Price prior | to this Change Order was | \$ |
| | | Change Order in the amount of\$ |
| New Contract Price | including this Change Order w | ill be\$ |
| Contract Time will I | oe increased/decreased by: | |
| Date of Substantial | Completion as of this Change (| Order |
| compensation for inefficiencies, lost extraordinary or compacts on the overthis Change Order. accord and satisfac | any and all delay, extended of labor or equipment product onsequential damages (hereinal erall Work under the Contract of By execution of this Change O | ttlement of all adjustments to Contract Time and Contract Price, and it additional field and home office overhead, disruption, acceleration, ivity, differing site conditions, construction interferences and other after called "Impacts"), including any ripple or cumulative effect of said arising directly or indirectly from the performance of Work described in Order, Contractor agrees that this Change Order constitutes a complete is for schedule extension, Impacts, or any costs of whatsoever nature, is Change Order. |
| CONTRACTOR: | C | City: |
| Accepted by: | | Accepted by: |
| (signature) | (| signature) |
| (Print or Type Na | me) (| Print or Type Name) |

PAYMENT PROCESSING TERMS/CONDITIONS

- 1. Obligations of KUBRA. KUBRA has agreed to provide electronic bill payment services as set out in 'Section 1 Project Overview' and 'Section 2 Scope' of this Statement of Work, which will enable City's end customers ("Users") to make payments for City bills by way of traditional website, mobile website, mobile application, digital IVR, and Customer Service Representative via credit card, debit card, ATM card or ACH. KUBRA will be responsible for maintaining PCI Level 1 certification, or any subsequent replacement standard certification.
- 2. Obligations of City. In order to receive the Services, City is required to enter into a Submitter Merchant agreement with KUBRA and Chase Paymentech (Exhibit B / Schedule 1: Payment Processing Instructions & Guidelines) and to acknowledge the payment processing terms and conditions set out in this Appendix.
- 3. Transactions. City shall submit the summary data file to KUBRA which is the evidence of the business relationship between City and its customers. KUBRA agrees to accept payments by Users by (i) credit or debit cards ("Cards") or (ii) electronic check processing ("ECP") through either ACH or facsimile draft transactions, and to submit such payment transactions ("Transactions") to a third party electronic payment service KUBRA ("Payment Processor") on City's behalf for payment processing.
- 4. Certain Card Acceptance Policies. For each Transaction involving a Card, KUBRA shall complete a Transaction record with the sale date and the sale amount, and other information as required by (i) Payment Processor, or (ii) the Associations. City acknowledges that it cannot rebut a reversal of a Card sale it previously presented (a "Chargeback") where the User disputes making the purchase without an electronic record or physical imprint of the Card.
- 5. **ECP Transactions.** For each ECP Transaction, KUBRA shall complete a Transaction record with the sale date and the sale amount, and other information as required by (i) Payment Processor, or (ii) the National Automated Clearing House Association ("NACHA").
- 6. Lack of Authorization. KUBRA reserves the right to refuse to process any Transaction presented by City (i) unless a proper authorization/approval code is recorded by Chase Paymentech, (ii) if either party reasonably determines that the Transaction is or will become uncollectible from Customer to which the Transaction would otherwise be charged, or (iii) if KUBRA determines that the Transaction was prepared in violation of any provision of this Agreement.
- 7. Refunds and Adjustments. City is required to disclose to its customers, and to KUBRA, City's dispute resolution procedure. The amount of any refund/adjustment cannot exceed the amount shown as the total on the original Transaction. City is not allowed to accept cash or any other payment or consideration from a User in return for preparing a refund to be deposited to the User's account nor to give cash refunds to a User in connection with a sale, unless required by law. Following completion of the chargeback procedure, nothing herein precludes City from accepting or requiring cash payments from a User.
- 8. Authorized Bank Accounts. In order to receive funds from Payment Processor and/or KUBRA, City must maintain one or more bank accounts at a bank that is a member of the Automated Clearing House system (the "City Accounts"). City agrees that it shall not close a City Account without giving KUBRA at least four (4) days' prior written notice and substituting another bank account, if necessary. City is solely liable for all fees and costs associated with the City Accounts and for all overdrafts. KUBRA acknowledges that Payment Processor will initiate electronic credit, debit and adjustments to the City Accounts at any time without respect to the source of any monies in the City Accounts, and such will be the case until KUBRA and/or Payment Processor notifies City's bank that all monies due from City under this Agreement have been paid in full. City agrees to a Net Settlement model, whereby legitimate chargebacks will be deducted from the monies to be deposited to City's account. KUBRA will

- not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or City's bank.
- 9. Delinquency/City Fraud. If City is in material default of this Agreement, or KUBRA has reasonable grounds to believe that KUBRA or Payment Processor may be liable to third parties for the provisional credit extended to City, or that City may be liable to its customers, Card issuing banks, NACHA or the Associations, KUBRA may temporarily suspend Payment processing services during an investigation of the issue.
- 10. Response to Retrieval Requests. KUBRA will send City any request for information by a User, Card issuer or financial institution relating to a claim or complaint concerning a sale City has made ("Retrieval Request"), that KUBRA cannot satisfy with the information KUBRA has on file concerning such sale. In response, City must provide KUBRA in writing by certified or overnight mail or by confirmed fax (or by other means as agreed by KUBRA) the confirmation of data related to such investigation and/or Retrieval Request and include legible copies of any documentation required by the Retrieval Request within seven business days after KUBRA sends it to City (or such shorter time as the NACHA or Association Rules may require and of which KUBRA notifies City). Once KUBRA receives City's response, KUBRA will take the appropriate steps in a timely manner to reduce the probability of the User's bank sending an unjustified Chargeback or ECP Return. City acknowledges that City's failure to fulfill a Retrieval Request in accordance with NACHA or Association Rules may result in an irreversible ECP Return or Chargeback.
- 11. Chargebacks and ECP Returns. If KUBRA determines that the City is receiving an excessive amount of Chargebacks or ECP Returns, KUBRA may review City's' internal procedures relating to acceptance of Cards or ECP Transactions, as applicable, and notify City of new procedures City should adopt in order to avoid future Chargebacks or ECP Returns, as applicable. For purposes of this Agreement, an excessive number of Chargebacks means one Chargeback per 100 Transaction records or the total dollar amount of Chargebacks is greater than or equal to three (3%) percent of the total dollar amount of Transactions for any 30-day period. The foregoing percentages are subject to change upon 30 days' advance written notice in accordance with the Association Rules.
- 12. Claims of City. City has full responsibility if any Transactions for which KUBRA has given (or directed Payment Processor to give) the City Accounts provisional credit is the subject of a Chargeback or ECP Return. Subsequently, City is allowed to resubmit applicable Transactions for a second presentation, but only in accordance with Association or NACHA Rules, as applicable. To the extent that KUBRA or Payment Processor has paid or may be called upon to pay a Chargeback, ECP Return or refund/adjustment for or on the account of a User, City shall be required to reimburse KUBRA or Payment Processor as provided in this Agreement and shall have the responsibility for costs arising out of such reimbursement, or any failure to make such reimbursement.
- 13. **Price Changes.** KUBRA can amend convenience fee pricing upon prior written notice to the City, if such change is required due to changes in (i) the Visa and MasterCard regulations; (ii) Credit Card fees; (iii) the average bill amount (which is the total amount of Payments collected in a month divided by the number of Payments in a month.); (iv) volume of Transactions; (v) method of processing; (vi) type of business and interchange qualification criteria; (vii) changes in the fees charged by the Associations; or, (viii) changes in pricing by any third party KUBRA of a product or service used by Customer. In the event of a change in the fee amount, KUBRA shall provide Customer with evidence to support the change.
- 14. To the extent City's actual volume of Transactions, method of processing, type of business and interchange qualification criteria differ from the information provided to KUBRA and/or Payment Processor, KUBRA may modify the pricing for the payment processing Services with 30 days' prior written notice. In addition, by giving written notice to City, KUBRA may change City's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party KUBRA of a product or service used by City. Such new prices will be applicable to City as of the effective date established by the Association or third party provider, or as of any later date specified in KUBRA's notice to City.

- 15. Termination. KUBRA may terminate this Agreement if an Association or NACHA notifies KUBRA that it is unwilling to continue accepting City's Transactions. KUBRA may also terminate this Agreement at any time upon written notice to City as a result of any of the following events: (i) any non-compliance with this Agreement, the Association Rules, NACHA Rules or the Operating Procedures, which is not cured within thirty (30) days of KUBRA's notice to City; except that no cure period is allowed for termination based on City's fraud or failure to fund a Reserve Account; (ii) KUBRA reasonably deems City to be financially insecure, (iii) City or any person owning or controlling City's business is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) maintained by Visa and MasterCard or any Association or NACHA notifies KUBRA or Payment Processor that it is no longer willing to accept City's Transactions, or (iv) for a period of more than 60 consecutive days, City does not transmit Transactions to KUBRA. Upon notice of any termination of this Agreement, KUBRA may notify City of the estimated aggregate dollar amount of Chargebacks, ECP Returns and other obligations and liabilities that KUBRA reasonably anticipates subsequent to termination, and City agrees to immediately deposit such amount.
- 16. Disclosure of City Information. In accordance with the confidentiality provisions of the Agreement, City shall exercise reasonable care to prevent disclosure of Card information or City account information, other than to City's employees, agents and KUBRA for the purpose of assisting City in completing a Transaction, or to the applicable Association or NACHA, or as specifically required by law. If at any time City determines that Card account or bank account number information has been compromised, City will notify KUBRA immediately and assist in providing notification to the proper parties as KUBRA deems necessary.
- 17. Additional Financial Information. To the extent not available from public sources, City agrees to furnish KUBRA within 10 days of KUBRA's request City's most recently prepared financial statements and credit rating. City agrees to provide KUBRA with prompt written notice if City is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding.
- 18. Application and Credit Check. All statements made on City's application for payment processing Services are true as of the date of City's execution of this Agreement. City's signature on this Agreement authorizes City and/or Payment Processor to perform any credit check deemed necessary.
- 19. **Payment Processing Guidelines.** City agrees to execute the Agreement attached hereto as Exhibit B-Schedule 1 Payment Processing Instructions & Guidelines-PPIG.

SCHEDULE 1-PAYMENT PROCESSING INSTRUCTIONS & GUIDELINES - PPIG

PPIG to be inserted here - Sample PPIG provided previously and in the attached; additional boarding forms require completion prior to KUBRA receiving the final PPIG from Chase Paymentech which is to be executed by City and KUBRA 1 sample document inserted:

'Exhibit B-Schedule 1_Payment Processing Instructions & Guidelines-PPIG'

SCHEDULE 2-MERCHANT PROCESSING FEES (BILLER ABSORBED)

The following fees will be valid for the term of the contract. These fees vary depending on payment type, card type etc., and will be charged per transaction.

CREDIT CARD PROCESSING

PROCESSING FEES

Per MasterCard Transaction \$.10

Per Visa Transaction \$.10

Per American Express Card Transaction \$.10

Per Diners Settled Transaction \$.10

Per Discover Settled Transaction \$.10

Per JCB Transaction \$.10

Per MCI, and VISA, CPU (Central Processing Unit) Authorization \$.045

Per Discover Settled CPU (Central Processing Unit) Authorization \$.05

Per Diners Settled CPU (Central Processing Unit) Authorization \$.05

Per JCB Settled CPU (Central Processing Unit) Authorization \$.05

Per American Express CPU (Central Processing Unit) Authorization \$.05

Per Voice Authorization \$.90

Per Voice AVS (Address Verification Service) Authorization \$1.75

Per Voice Authorization Referral No Charge

Per Voice Referrals/Number of Minutes No Charge

Per Audio Response Unit Authorization \$.50

Per MasterCard and Visa Chargeback Processed \$5.00

Per MasterCard and Visa Chargeback Represented \$5.00

Per Diners Settled Chargeback Processed \$5.00

Per Diners Settled Chargeback Represented \$5.00

Per Discover Settled Chargeback Processed \$5.00

Per Discover Settled Chargeback Represented \$5.00

Per JCB Chargeback Processed \$5.00

Per JCB Chargeback Represented \$5.00

Per MasterCard and Visa Collection, Pre-Arbitration & Compliance \$5.00

Per Diners Collection, Pre-Arbitration & Compliance \$5.00

Per Discover Collection, Pre-Arbitration & Compliance \$5.00

Per JCB Collection, Pre-Arbitration & Compliance \$5.00

ACH (Automated Clearing House) Funds Transfer \$.50

Interchange Dues and Assessments Pass Thru

Postage, Supplies, Equipment & Other Services Charged as used

Supplemental Products Quoted as Requested

Other Communication Services Quoted as Requested

ELECTRONIC CHECK PROCESSING

PROCESSING FEES

Per ACH/PRENOTE Transaction \$.05

Per Redeposit ACH \$.20

Per ACH Return/ACH Dishonored Return Processed/Represented \$.50

Per NOTIFICATION OF CHANGE \$.35

ECP (Automated Clearing House) Funds Transfer \$.50

Per VALIDATION No Charge Per VERIFICATION \$.03

Per ECP Deposit Check (FACSIMILE DRAFT) Deposit \$.35

Per Redeposit Paper \$.50 Per Deposit Matching \$.25

Per Facsimile Draft Return/ Dishonored Paper Return Processed/Represented \$5.00

DEBIT BILL PAYMENT

(PinLess Debit)

Per Debit Bill Payment (PINIess) Settled Deposit \$.10

Per Debit Bill Payment (PINIess) Online Authorization (PNS Auth) \$.05

Per Debit Bill Payment (PINless) Authorization Reversal \$.05

Per Debit Bill Payment (PINIess) Adjustment Fee \$5.00

Per Debit Bill Payment (PINIess) Re-presentment Fee \$.50

Debit Network Interchange Pass Through

All Network fees are subject to change from time to time if mandated by the Debit Networks.

INTERCHANGE RATES

All card payments are subject to additional fee's such as but not limited to those noted in Exhibit B-Schedule 3_Interchange Rates

Interchange Rates and all other fee's noted in this Section above will be applied daily through Chase Paymentech (CPT).

SCHEDULE 3-INTERCHANGE RATES

Rates change twice per year typically in April and October. These rates can and do change, as well as introducing new categories, or additional data requirements etc. Please refer to the following websites for the latest information:

- https://usa.visa.com/dam/VCOM/global/support-legal/documents/visa-usa-interchange-reimbursement-fees-2017-april.pdf
- https://www.mastercard.us/en-us/about-mastercard/what-we-do/interchange.html

1 sample document inserted:

Schedule 3-Interchange Rates SAMPLE

Exhibit C: Point of Sale (POS)

SCHEDULE 1-LETTER TO MERCHANT PARTNERS USING KUBRA POS SOLUTION

SCHEDULE 1A-SKIMMING PREVENTION BP FOR MERCHANTS SEPT2014

SCHEDULE 1B-PCI-DSS-V3_2-SAQ-A_EP

SCHEDULE 1C-AOC-SAQ_A_EP-V3_2

SCHEDULE 2: POS CHECKLIST AND ADDITIONAL SECURITY CONTROLS

Complete a copy of this checklist (or similar) each time you evaluate your terminals and terminal environment. (This form assumes there are three terminals deployed, T1–T3.). The excel document with this format is also provided (Exhibit C-Schedule 2-POS Checklist and additional Security controls.xls)

POS Checklist

Complete a copy of this checklist (or similar) each time you evaluate your terminals and terminal environment. (This form assumes there are three terminals deployed, T1-T3.)

| | T | ı | Т2 | | тз | |
|--|-----|-----|-----|----|-----|----|
| With reference to the relevant Terminal Characteristics Form, for each terminal: | Yes | No | Yes | No | Yes | No |
| is the terminal in its usual location? | | | | | | |
| is the manufacturer's name correct? | | | | * | | |
| is the model number correct? | | | | | | |
| Is the serial number printed on the label correct? | | | | | | |
| Is the serial number displayed on screen correct? | | | | | | |
| Are the color and general condition of the terminal as described, with no additional marks or scratches (especially around the seams)? | | | | | | |
| Are the manufacturer's security seals and labels present, with no signs of peeling or tampering? | | | | | | |
| Are the manufacturer's security markings and reference numbers as described? | | | | | | |
| Are any expected ultra-violet markings present, and as described? | | | | | | |
| Are all connections to the terminal as described, using the same type and color of cables, and with no loose wires or broken connectors? | | | | | | |
| Count the number of connections to the terminal. Does this agree with the number stated? | | | | | | |
| Are all display stands, charity boxes, or other merchandising within the vicinity of this terminal as described, with no additional boxes or display materials near to the terminal? | | | | | | |
| Is the condition of the ceiling above the terminal the same as described, with no additional marks, fingerprints, or holes? | | | | | | |
| | | Yes | | | | |
| Is the total number of terminals in use the same as the number of terminals officially installed? | | No | | | | |
| Where surveillance cameras are used, is the total number of cameras in use the same as the number of cameras officially | | Yes | | | | |
| installed? | | No | 1 | | | |

POS Security:

Suggestions for added security

- Know the location of your PIN pad at all times
- Make sure the PIN pad is secured when unattended. If possible lock up the POS terminal at the end of the day
- Password protect and shut down the terminal every day
- Record serial numbers of PIN pad and terminal to ensure it is the same device
- Scratch test: POS operators should lookup for eventual unique marks on the PIN pads to recognize it is their own device
- Check surveillance cameras. Does everything look the same today as it did in previous surveillance footage?
- Hand PIN pad to customers only for PIN entry.

Service Staff Identification:

- Did service staff present identification before servicing the device? Did service staff arrive at an agreed-upon time? Did they introduce themselves? Was there anything unusual about their visit?
- Develop and maintain logs for all service calls and visitors.

What if you discover something suspicious on or inside the device?

- Do not disturb the potential crime scene.
- Carefully move any PIN pads to a secure area.
- Contact local law enforcement and your Acquirer immediately

| Exhibit D: Retail Cash | | | TOWER ON THE C | ACU TO ANICACTI | ON NETWORK | |
|------------------------|-------------------|--------------------|-----------------|-----------------|-------------|--|
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| SCHEDULE 2-EFT A | UTHORIZATION. | | | | | |
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Exhibit E: Service Level Agreement

<u>General:</u>

KUBRA shall provide reports of its performance against the Service Levels on a monthly basis. Service Levels shall be applicable 90 days after the Production-Ready Date.

KUBRA will use commercially reasonable efforts to provide the Services in accordance with the performance standards ("Service Levels") set forth in the Service Level Schedule. Performance at or above a Service Level shall constitute satisfactory performance by KUBRA. In the event that, at any time, a monthly Service Level report shows any material failure by KUBRA to meet any of the Service Levels, KUBRA shall: (i) within thirty (30) days after the date of delivery of such report, deliver to Customer a remedial plan showing in reasonable specificity and detail (A) KUBRA's findings regarding the causes for such failure to meet Service Levels and (B) a remedial plan of actions reasonably designed to eliminate, prevent or reduce the future likelihood of recurrence of such causes; and (ii) diligently proceed to carry out such plan.

Commitment to Data Security

KUBRA will keep its security practices current by performing independent third party audits. Requests for audit results will be made through the Team Leader during the implementation process and to the assigned Project leader once the system is in full production.

Support Hours

Post Production, KUBRA will provide client support weekdays 8:00 am ET to 8:00 pm ET, excluding holidays. Client support required at another time will be based upon the severity of the problem. Contact will be made in accordance with the support defined below.

Telephone support services, available Monday to Friday 8:00 am ET to 8:00 pm ET excluding holidays, will include assistance related to routine questions regarding use of the KUBRA system, assistance in identifying and verifying the causes of suspected errors or malfunctions in the system, advice on detours for identified errors or malfunctions, where reasonably available and correction of reproducible errors of the system that cause the applicable system to deviate materially from the applicable documentation.

After Hours Support

KUBRA will provide support outside of regular business hours as needed. Although your dedicated support team will be unavailable, general support will still be available for any Production related issue. With that in mind please attempt to make solution specific requests for changes during business hours and use after hours support for service interruptions and issues.

On-site Support

On-site services will be provided at the City's reasonable request. KUBRA shall charge City for such on-site services at KUBRA's then-current rates, plus reasonable travel costs and other out-of-pocket expenses directly incurred in performing such services, provided City has agreed to pay for on-site services in advance. However, City shall have no obligation to pay for services

rendered as a result of a failure of the KUBRA solution to satisfy the Service Level Agreement set forth herein, where KUBRA determines in its sole discretion, that such services must be performed on-site at Citys premises.

Escalation Procedures

In order to properly track and monitor, all issues must be reported to KUBRA Support via the dedicated 800 telephone number and / or to <u>clientsupport@KUBRA.com</u> City may also elect to escalate an issue directly to your dedicated Customer Relationship Manager.

Service Levels - KUBRA EZ-PAY and iDoxs:

System Availability

KUBRA shall make access available to the Services twenty-four hours per day, seven days per week, less (a) scheduled maintenance; and (b) excusable downtime resulting from events beyond KUBRA's reasonable control (the "Availability Period"). KUBRA will conduct proactive monitoring of all servers, including monitoring disk space, CPU utilization, memory utilization and critical error messages. KUBRA will take commercially reasonable efforts to notify City in advance of any potential server outages or equipment failures that would prevent City from using the Services. KUBRA will provide support 24 hours per day, 7 days per week, to all servers. KUBRA will maintain at least 99.9 percent (99.9%) server availability during the Availability Period, which availability shall be measured monthly and based on a system-wide average. Events that are beyond the control of KUBRA, such as web brownouts, consolidator/payment processor unscheduled downtime, and scheduled maintenance are not included

Scheduled Maintenance

KUBRA will schedule all routine system maintenance, hardware and software upgrades, and network changes from 2AM ET to 6AM ET each Sunday. The scheduled maintenance window will not apply towards the Availability Period.

Notice for Changes

KUBRA will take commercially reasonable efforts to provide 72 hours advance notice for any unscheduled system maintenance.

Response Time

KUBRA will take commercially reasonable efforts to maintain an internal response time of five (5) seconds or less for all transactions from the time they arrive at the KUBRA firewall until they are delivered back to the firewall.

Parsing and Presentment

Upon KUBRA's receipt of the document data from City, KUBRA will process and load the customer data, no later than the time frame mutually agreed to after receipt. All regularly scheduled files received for parsing and/or presentment will be processed within twenty four (24) hours of receipt by KUBRA unless otherwise specified and agreed upon with City. Receipt of the file is identified as the successful completion of the transmission of the file and the relevant return code confirming

successful transmission. In the event of exceptionally large, additional, missed, or the reprocessing of files, special arrangements must be made with KUBRA client support to determine a mutually agreeable schedule for delivery.

E-mail Delivery

E-mail messages will be made available to applicable customers within eight hours of the event that triggers the message. Events that are beyond the control of KUBRA, such as web brownouts and scheduled maintenance are not included in this time commitment

Payment Processing and Posting

If City elects to accept ACH payments, KUBRA shall create (a) a daily ACH file to be electronically transmitted to the designated financial institution on each business day (Monday through Friday, excluding Bank holidays), for the total amount of the transactions processed, in accordance with the terms and conditions set forth herein; and (b) a separate Accounts Receivable file that is consistent with the ACH file and (c) that KUBRA will post the Accounts Receivable (A/R) file each day on a specified FTP server for City at a mutually agreed-upon time. If City elects to accept Credit / Debit cards, KUBRA shall authorize those transactions on a real time basis with the chosen credit card processor and provide a nightly settlement file to the credit card processor for verification. The Credit Card Processor will be responsible for depositing the funds to you designated bank account.

Services Level Failures:

Excused Performance Problems

KUBRA shall not be liable to City for any failure to meet a Service Level to the extent that such failure is attributable to: (i) a Force Majeure event; or (ii) acts or omissions of City; or (iii) breaches of the Agreement by City. The foregoing is referred to herein collectively as an "Excused Performance Problem."

Single Point of Contact

Regardless of whether any failure by KUBRA to meet a Service Level is attributable to KUBRA or an Excused Performance Problem, and without limitation on KUBRA's obligations to address such failure as otherwise specified in this Agreement, KUBRA shall provide a single point of contact in the form of a toll-free number (1 800-766-6616) to address resolution of such failure and shall act promptly to address the problem causing the failure.

Incident Management

All incidents that occur and affect City directly and/or indirectly will be managed to resolution by your Support Team with ongoing communication to City. Resolution of incidents at KUBRA is facilitated through:

- KUBRA incident management 7 X 24 based on the severity of the issue defined hereto.
- KUBRA analysts will track incidents to ensure that they are resolved in a timely manner. Resolution may be in the form of a transfer to the City's own support service where appropriate.
- Escalation of any incident to KUBRA management at any time.
- Communication to all necessary parties as detailed in the contact lists agreed with the City.
- Classification of the severity level of each incident in accordance with KUBRA's Incident Classification Standard

Integrity and completeness of Incident records.

Incident Classification Standard

KUBRA shall use all commercially reasonable efforts to respond to incident reports according to the following schedule:

| Action 1 | Action 2 | Action 3 |
|----------|----------------------------|---|
| 1 hour | 1 business day | 15 business days |
| 1 hour | 1 business day | 30 business days |
| 1 hour | 15 business days | 45 business days |
| 1 hour | 45 business days | as appropriate |
| | 1 hour 1 hour 1 hour | 1 hour 1 business day 1 hour 1 business day 1 hour 15 business days |

Incident Classification Definition

| | Line to a many the City and |
|------------------|---|
| , | <u>Fatal</u> : Errors preventing all useful work from being done as reasonably determined by City and KUBRA. |
| Severity Level 2 | <u>Severe Impact</u> : Errors, which disable major functions from being performed as reasonably determined by City and KUBRA. |
| Severity Level 3 | <u>Degraded Operations</u> : Errors disabling only certain nonessential functions as reasonably determined by City and KUBRA. |
| Severity Level 4 | Minimal Impact: Minor and cosmetic issues as reasonably determined by City and KUBRA. |

Action Classification

| Action 1 | Acknowledgement of receipt of reported issue or error |
|----------|--|
| | Provide patch, workaround, temporary fix and document corrective action |
| Action 3 | Official object code fix, update or major release and/or updated documentation |

Incidents are tracked via a work request "ticket" that documents all correspondence through its entire "life cycle". The ticket is also used to collect vital information for the change management logs which detail all issues and the subsequent adjustments and revisions to the solution in question.

Note: Business days are Monday to Friday, excluding national holidays.

Service Level Non-Conformance Credits and Penalties

Professional Service credits are based upon the total number of hours for a given request.

Percentage based service level credits below are based on the total monthly invoice amount for the month (pertaining to the applicable service only) in which the service level failure occurred and shall be provided to the City on the next month's invoice. Service Level Penalties do not apply to Customer service fee's and third party merchant processing fee's.

| Description | Examples of Non- Conformance | Non-Conformance Credits & Penalty |
|---|--|---|
| Timelines of presentment and receipt of bill data on the Site (i.e., the processing of bill file received from the biller every business day so they are available to the consumer within 12 hours of receipt of the bill file) –KUBRA shall demonstrate that > 99.9% of all files are processed within the specified window and/or state associated penalties. | < 99.9% of all files are processed within the 12 hour window | First occurrence in a month = 2% Second occurrence in a month = 4% Third occurrence in a month = 6% |
| Timelines for sending payment data for using the City's financial Institution for payment processing (i.e., payments requested before the cut-off time, KUBRA will create a payment instruction file every banking day and send a payment instruction file to the predefined financial institution for payment processing) —KUBRA shall demonstrate that > 99.9% of all payment files are processed by KUBRA within a specified window and/or state associated penalties. | < 99.9% of all payment files are processed by KUBRA within a specified window below and/or state associated penalties. Window is 8:00pm EST payment cut off time, Monday to Friday; this window changes depending on the payment processor but it's 8:00pm EST w/Chase Paymentech | First occurrence in a month = 2% Second occurrence in a month= 4% Third occurrence in a month = 6% |
| E-mail messages are expected to be made available to customers within four (4) hours of the event that triggers the message. KUBRA shall be required to deliver all e-mail content to customers or consumers within four (4) hours of the event that triggered the message and/or state associated penalties. | Email not delivered within four hours or trigger | First occurrence in a month = 2% Second occurrence in a month= 4% Third occurrence in a month = 6% |
| Systems Availability via the Internet for all e-payment application and IVR supported by KUBRA – KUBRA is expected to maintain a 99.9% system uptime, except for scheduled maintenance requiring advanced notice. Advanced notice must be posted to customers forty-eight (48) hours in advance via the website and via IVR. If system availability falls below 99.9%, KUBRA is expected to pay penalties. | <99.9% system uptime | First occurrence in a month = 2% Second occurrence in a month = 4% Third occurrence in a month = 6% |

Exhibit F: iNovah -KUBRA Integration

KUBRA shall provide the ability to accept payment instructions via a KUBRA provided Point of Sale (POS) devices and to be integrated with iNovah.

HIGHLIGHT FUNCTIONALITY

- Supports Visa, Mastercard, Discover, American Express, Diner's Club, and JCB payments (Actual cards supported subject to cards contractually supported with KUBRA).
- Allows customers to make payments with immediate validation of account information, payment information, and delivery of a confirmation number.
- POS terminals are integrated with fast modem and Ethernet communication technologies.
- Supports payment card swipe and manual entry transactions.
- POS Terminals offer high-speed communication with a dial backup.
- The POS solution is certified with the Payment Card Industry PIN Transaction Security (PCI PTS) standards by encrypting
 customer PINs within a tamper-resistant security module (TRSM).
- The POS solution supports Secure Stateless Tokenization for enhanced customer protection and reduced security risk.

SERVICES TO BE PROVIDED

- The Ingenico iPP320 POS devices support Swipe, EMV and Pin Debit.
- It has been discovered in discussions with iNovah that they will be need to be part of the EMV Certification process with KUBRA therefore:
 - o The initial install will support Swipe Only and will be integrated to iNovah in a similar manner that KUBRA has integrated with iNovah for other installations if this is mutually agreed by KUBRA, City and iNovah.
 - The subsequent install will support EMV and PIN debit acceptance and will be implemented if mutually agreed by KUBRA, City and iNovah.
- Nothing in this section contradicts what was stated in the RFP, yet, KUBRA will need to work with iNovah to mutually agree on an integrated solution.

Exhibit G: Custom Reporting Requirements

- The following details the requests from the City of KUBRA for Customized reports.
- Customized Reports that have been reviewed and accepted by KUBRA may be billed out at the rates detailed in Section
 6 pricing.

Notes:

- o Any reports that deviate from the standard reports KUBRA provides online are considered custom reports. Based on mutual agreement by KUBRA of the requested fields, the custom reports will be created and delivered regularly to a specific email. Custom reports are not available online in iDoxs.
- O The KUBRA Implementation team will review your specific requests and requirements during the Requirements Gathering Phase of the implementation and discuss this request further with the City after review.

1. Remittance Batch Summary -

Requirement:

Update Report - A summary of all batches created through all payment channels with the ability to sort by payment channel within any date range and utility vs non-utility payments. Note: All additions are highlighted in black.

Add the following fields:

- Settle Merchant Code
- Total Amount
- Adjusted Amount
- Batch Status
- Batch Description/User ID

Example:

| UBRA iDoxs | | | | | Accounts | ABCCO40 | | |
|---|-----------------------|--------------------|-------------------------|-----------------|--------------|--------------------|--------------|---------------------------|
| oxs Report - Batch Summary | | | | | Run Date: | 09/20/2017 2:55 PM | | |
| porting Period: 09/20/2016 - 09/20/2017 | | | | | | | | |
| | | | | | | | | |
| Balch Number Settle Merchant Code | Crusted | Total Transactions | Approved | Rejected | Total Amount | Adjusted Amount | Batch Status | Batch Description/User ID |
| 0160920-417765 08CLB-UTLTY-UEIVR-00 | 09/20/2016 2:45:02 AM | | 2 | 27 (| | | | |
| 0160921-419205 | 09/21/2016 2:45:02 AM | | 37 | 3 (| | | | |
| 0160922-420645 | 09/22/2016 2:45:02 AM | | 17 | 1 (| | | | |
| 0160923-422065 | 09/23/2016 2:45:02 AM | | 3 | 3 (| | | | |
| 0160927-427845 | 09/27/2016 2:45:03 AM | | 1 | |) | | | |
| 0160928-429285 | 09/28/2016 2:45:03 AM | | 5 | 6 (|) | | | |
| 0160929-430725 | 09/29/2016 2:45:03 AM | 10 | 0 | 9 | | | | |
| 0160930-432165 | 09/30/2016 2:45:03 AM | | в 🔭 | B (| | | | |
| 0161003-436465 | 10/03/2016 2:45:03 AM | | 87 | 8 (| | | | |
| 0161004-437925 | 10/04/2016 2:45:02 AM | | 6 | 6 I |) | | | |
| 0161005-439365 | 10/05/2016 2:45:02 AM | | 2 | 2 (| <u> </u> | | | |
| 0161006-440805 | 10/06/2016 2:45:03 AM | | 3 | 3 1 | <u> </u> | <u> </u> | | I |
| | | ····· | | | | | | |
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| | | | | | | | | |
| | | e sers kirks | A Data Transfer Ltd. Al | I stobbo socons | ad | | | |

Batch Detail -

Requirement:

New Report - Details all transactions and adjustments of a specific batch. The summary should link to this report.

| KUBRA iDoxs Doxs Report - Batch | Detail | | | | | Account: | ABCCO40 09/20/2017 2:55 |
|------------------------------------|--------------------|--------------|-----------------------|--------------|--------------------|-----------|----------------------------|
| eporting Period: 09/20/2016 | - 09/20/2017 | | | | | Kun Date. | 05/20/2027 2105 |
| Batchill . | 1234567 | | | | | | |
| Batch Date | 12/24/17 | | | | | | |
| Settle Merchant Code 12 | CLB-UTLTY-UBIVR-00 | | | | | | |
| Batch Stelus | EXPORTED | 1 | | | | | |
| Transaction Count | 0 | | | | | | |
| Total Batch Amount | (\$125.00) | | | | | | |
| · · | | | | Trapa Amt | Refund Merch Amt | UserRent1 | UserPart2 |
| Transaction ID | Line Hent | Morchant Ami | Fee Amt | He had title | neralia marenzalia | | |
| 123456789 | | | | | | | |
| | | | | | | | 1 |
| | | | | | | | |
| | | | | | | | |
| | | | | | 1 | | |
| Adjust ID | Batch ID | | Adjustment Amt Reason | Detail Desc | | | |
| 1234587 | 2345678 | (\$25.00) | | | | | |
| 1234568 | 2345678 | (\$25.00) | NSF ID: 3711912123 | | 1 | | |
| 1234569 | 2345678 | (\$25.00) | NSF ID: 3711912124 | | 1 | | |
| 1234570 | 2345678 | (\$25.00) | | | 1 | | |
| 1234571 | 2345678 | (\$25.00) | NSF ID: 37119121206 | | ı | | |

3. Detailed Transaction Payment Report-

Requirement:

New Report - We would like a payment report that captures all transactions for all payment channels in addition to the ability to capture payments from a specific payment channel. Also, we would like the ability to report on a specific transaction. Ideally this detailed transaction report would have the functionality to link to a specific transaction detail through a hyper link. The report should have the flexibility to filter by any date range, dollar amount, payment status, payment source, payment channel, customer ID. *Note: All additions are highlighted in black.

These include adding the following fields:

- Payment Channel
- MOP
- Payment Type

| KUBRA ID | OXS | | | Ассоцыі | ABCCO40 | | | | ļ | | | | |
|---------------------|-----------------|-------------|---------------------|-----------|-------------------|---------------------|--------|-----------------|-----|--|--------|-----|-------------------|
| eporting Period: 09 | - Transaction P | | | Run Date: | 09/20:7017 2:55 F | M . | | | | water water | | | |
| | | i. | to the state of the | | | 22,422,543,54,54,56 | | | MOP | Payment Type | 775055 | | |
| Paymentid. | Customerid | CauthynCode | | | Peymonitude | | CarUpt | Payment Channel | ACH | Tarant Light | e-Bill | Web | ***********6789 |
| 28776010517 | 999 | 538388136 | \$652.63 | 1/5/17 | 1/5/17 | APPROVED | | | ACH | | e-Bill | Web | *********** |
| 28779010517 | 999 | 551203202 | \$634,63 | 1/5/17 | 1/5/17 | APPROVED | | | ACH | *** *** ** *** *** | C-011 | Wab | ***********6789 |
| 28783010517 | 599 | 551831094 | \$652.63 | 1/5/17 | 1/5/17 | APPROVED | | | | - VI | e-BB) | Web | ***********444B |
| 28846011317 | 2.2E+14 | tst205 | \$107.15 | 1/13/17 | 1/13/17 | APPROVED | | | cc | VI | e-Bill | Web | ***********6789 |
| 26848011317 | 2.2E+34 | none | \$211.15 | 1/13/17 | 1/13/17 | PROCESSING | | | ACH | The state of the state of | 6-001 | Web | *********5789 |
| 28849011317 | 2.76+34 | none | \$106.13 | 1/13/17 | 1/13/17 | PROCESSING | | | ACH | MC | e-Dill | Web | ***********448 |
| 28852011317 | 2.2E+14 | tst664 | \$129.65 | 1/16/17 | 1/13/17 | APPROVED | | | CC | N/L | #-Bill | Wab | ********** |
| 26863013917 | 2.25+14 | 1940412071 | \$113.57 | 3/19/17 | 1/19/17 | CANCELLED | | | ACH | 44 11 44 4 4 4 4 4 4 4 4 | 6-8) | Web | **********6789 |
| 28864011917 | 2.25+14 | 1940442458 | \$140.47 | 1/19/17 | 1/19/17 | CANCELLED | ļ | | ACH | The state of the s | e-Bill | Web | ************* |
| 28865011917 | 2.2E+14 | 1940460190 | \$232.53 | 1/19/17 | 1/19/17 | CANCELLED | | | ACH | 100 | e-Bill | Web | ************ |
| 28856011917 | 2.2E+14 | 1941719913 | 571,29 | 1/19/17 | 1/19/17 | APPROVED | | | ACH | 2.00 | e-p)ii | Web | ************ |
| 28868011917 | 220000001941095 | 1941775796 | \$97.50 | 1/19/17 | 1/19/17 | APPROVEO | | | ACH | 201 200 100 100 100 100 | e-Bit | Web | ************6789 |
| 28914012717 | 2.2E+14 | 2741098266 | \$1.00 | 1/27/17 | 1/27/17 | APPROVED | | | ACR | The state of the state of | | Web | ************** |
| 28915012717 | 2.20+14 | 2752738400 | \$88,06 | 1/30/17 | 1/31/17 | APPROVED | | | ACH | Color Section Color | e-BIJI | Web | *************5789 |
| 28922013017 | 2.2E+14 | 3034646934 | \$95,10 | 1/30/17 | 1/30/17 | APPROVED | | | ACH | | | Web | ************* |
| 28859011717 | 2.2E+14 | 1740000365 | \$88.06 | 2/16/17 | 2/17/17 | APPROVED | | | ACH | 40,000 (3,000) | e-801 | Web | ************ |
| 28997022117 | 999 | tst279 | \$445.55 | 2/21/17 | 2/21/17 | AFPROVED | | | cc | VI | e-Bill | Web | 69664466446 |
| 29019030217 | 2.2E+14 | 6136592964 | \$20.00 | 3/2/17 | 3/1/17 | APPROVED | | | ACH | | e-Bill | Web | *********** |
| 29070030217 | 2.2E+14 | 6136953606 | \$97.34 | 3/2/17 | 3/2/17 | APPROVED | | | ACH | america (Sept. Sept.) | e-BIII | Web | ************* |
| 29022030217 | 2,25+14 | 615025B650 | \$13.00 | 3/2/17 | 3/2/17 | APPROVED | | | ACH | 124 15 4 A L C 15 1 | e-Bill | Web | ************* |
| 29023030217 | 2.2E+14 | 6192689559 | \$97.34 | 3/2/17 | 3/2/17 | APPROVED | | | ACH | 1 | e-Olli | | ************* |
| 29026030317 | 999 | 6235657832 | \$445,55 | 3/3/17 | 3/3/17 | APPROVEO | l | | ACH | The subsection | e-6()) | Web | 6/89 |

4. Account Transaction Report-

Requirement:

This is a new report that I created based on our current reporting capability. We would like a report that details of all transactions associated with a specific account. Please let us know if you have an existing report which provides this information. The report should include a breakdown of all possible merchants ie. vendor, processor, and settlement merchant information. "

Example:

| KUBRA iDoxs | | | | | Account: | ABCCO40 | |
|-----------------------------|--------------------------|---------------------------------------|------------------------|----------------|-------------|-------------------|--------------|
| Doxs Report - Acco | unt Transaction Report | | | | Run Date: | 09/20/2017 2:58 P | м |
| Reporting Period: 09/20/201 | 16 - 09/20/2017 | | | ļ | | | |
| Transaction Details | /1234567891 | | 1 | | | | |
| Account Number | 220000004007713 | | | | | | |
| Merchant Info: | 2005 2005 | ļ, | ļ | J | | | |
| Merchant Trans Date | 11/1/2017 3:00PM | 1 | 1 | | | | i |
| Vendor Trans Date | 11/1/2017 4:30PM | <u> </u> | į | | | | |
| Merchant Information: | 475 | } | i | | | | |
| /endor Merchant Code: | DECLE-UTLTY-UBWEB-G | | | | | | 1 |
| Proc Merchant Code: | 06CLB-UTLTY-UBWEB-VIP | | | | | | |
| Paymant Info: | | | ļ | <u> </u> | | | |
| Total Merchant Amt: | 516.37 | Pay Method: | VI- Visa | Exp/Check Nor: | 02/2021 | i | |
| Total Fee Amt: | \$3.75 | Processor | Y- Paymentech Spectrum | | | | 1 |
| Fotel Transaction Amt: | \$20.12 | Acci. Lest 4: | 1234 | | | | |
| Customer Billing Info | 5 123456789 | | ļ | | | | |
| Account Number | 1601000 | · · · · · · · · · · · · · · · · · · · | | | | | ì |
| JserPart1; | ſ | 1 | | | | | |
| JserPart2; | | I | | | | ,, | ļ |
| Line item | Settlement Merchant Code | Tran Amt | Fee Aml. | Merchant Amt | Refund Aml. | Refund Fee Amt | Refund Merc |
| Zold Xoll | 12CLB-UBWEB | \$20.12 | \$3.75 | \$16.37 | | | |
| | | | 1 | | · | | |
| Event ID | Even! Time | Event Code | Status Description | Ref Number | Auth Code | Rolum Code | Approval |
| Eron ID | | C Returned from processor | | | | | |
| 1 | Time | successful | Successful - Approved | | | | Approved |
| 2 | Time | A- Attempted | Pending-Initial Insert | | | | |
| | | | I | 1 | 1 | J | |

5. Remittance Summary

Requirement:

New Report - Summary of all transactions by payment source with a flexible date range and ability to filter by payment source, payment channel, payment type.

| ned Amount Net Amo |
|---------------------|
| 3.5 |
| |
| \$0.00 \$2 |
| \$0,00 \$10 |
| \$0.007 \$19 |
| \$0.00 \$6 |
| \$0.00 \$5 |
| \$0.00 \$1 |
| \$0.00 \$3 |
| \$0.00 \$6 |
| \$0.00 \$1 |
| \$5,151,007 \$99,31 |
| |

6. Return Report

Requirement:

Please Include the fee billed to CLB. Please provide a key for abbreviations. Are we able to run this report by payment channel? Note: All additions are highlighted in black.

These include adding the following fields:

• Settlement Merchant Code

Example:

| UBRA iDo |)XS | | Account | ABCEO40 | | | | | |
|--------------------------------|--|--|----------------|---|---|--|--|-------------------------|--|
| oxs Report - | - Return Report | | Ruo Date: | : 09:20:20(7 2:55 PM | | | | | |
| Signature (N.S. | Laborator CID Disease posside a b | ay for abbroviations. Are we able to run this | mond by nava | and change? Note | All addition | on are bioblioblad in | black | | |
| | 207016 - 9920:2017 | BY FOR BEDETOVERSORS. FOR WE HOW TO THE THE | dboir by base | KIR LIMINOR MORE | - HII EUU ILIO | to are magning materi | THE CALL THE PROPERTY OF THE PARTY OF THE PA | | |
| many transporter to the second | Commence of the Commence of th | INCHES Y CONTROL OF THE PARTY O | SKZ000G0000ZZZ | CONTRACTOR | P. C. | 20000300000000000000000000000000000000 | Description | | %(**45********************************** |
| rejni)10 | Category Account Number | Settlement Merchant Code Payment Data | | Artivity Date | Method of Payment | Pleaser Code | Description | Retorn Amount Acete | |
| 9522071317 | RECD 220000004007713 | T 02/L3/2017 | 07/13/201 | 7 07/13/20176 | ACII | R01: | (RQ1) Insufficient funds | \$10,14 | 5 |
| 3220713[7] | RTM 220080004007713 | 07/13/2017 | 07/13/2017 | | ACII | 801 | (R0) Insufficient funds | (5 0.14) | (2) |
| 3323071317 | RECD 7200000407713 | 02/13/2017 | D7/13/2013 | | | R92 | (R02) Account Closed | \$10.19 | |
| 3230113 2 | RTM 220000004007713 | 07/13/2017/ | 07/13/201 | | <u>A</u> | R02 | (RO2) Account Closed | (\$10,19) | (S) |
| 324071317 | RECD 220000004007713 | 07/(3/2617) | 07/13/2017 | | ACIII | R9) | (It03) No accoust/account stored | \$10.74 | - 1 |
| 5240713171 | RTM 220000004007713 | 07/13/2017 | 07/13/201 | 7 07/13/2017 | ACH! | 203 | (RO3) No account account closed | (310.24) | (S |
| 32607[3]7 | RECD 220000007W1019 | 61/13/2017 | D7/13/2017 | 07/13/2017 | ACII | R04 | (RD4) Invakel acrount number | \$48.00 | 5 |
| 526071317 | RTM 220000002901019 | 07/13/2017 | 07/13/201 | 7 07/13/2017 | ACH | RD4 | (RD4) Invalid account sumber | (\$40.00) | (5- |
| 3270713173 | RECD 220000002901019 | 67/13/2017 | 07/13/2017 | 7 07/13/2017 | ACH | R05 | (RO3) Upsuthoryed debit to consumer account | 548.00 | |
| 327071317 | RTM 2200000029(1019) | 67/13/2017 | 02/13/201 | 07/13/2017 | ACH | 803 | (R05) Unanthorized debit to consumer account | (\$40.00) | (S |
| 5780713171 | RECD 22000002901019 | 67/13/2017 | 07/13/201 | 07/13/2017 | ACII | R06 | (R06) Returned by ODF(| \$40 no | |
| 1578071317 | RTM 220000002901019 | 07/13/2017 | 07/13/2017 | D7/(3/2017) | ACII | R06 | (R66) Returned by ODFI | (\$40.00X) ^P | (\$2 |
| 9529071317 | RECD 220000003522775 | 07/13/2017 | 02/11/201 | | | V[37] | Unknown Resson code | \$10.147 | |
| 52907[317 | RTM 2200000011227751 | 67/13/2012 | 07/13/201 | 7 97/13/2017 | t.c | 1737 | Uphnown Reason code | (\$10.14) | (\$ |
| 530071317 | RECD 220000003522775 | 07/13/2017 | 07/13/2013 | 07/(3/2017) | Œ | V[37] | Unknown Reason code | 510 (9) | - 5 |
| 3300713171 | R756 220690003522775 | 07/[3/2017] | 07/[3/2017 | 7 07/13/2017 | CC | V137 | Unknown Resign coder | (\$16.19) | (3) |
| 51[07[3]7 | RECD 220000003522775 | 07/13/2017 | D1/13/201 | 07/13/2017 | CC | V137 V137 | Uplasovin Reason pode | 510.24 | |
| 331071317 | RTM 220000003522775 | 07/13/2017 | 07/13/201 | | CC | | Unknown Rosson code | (\$10.74) | . (3 |
| 9533071317 | RECD 2200000607225555 | 07/13/2017 | 07/13/2017 | 7 07/13/2017 | CC | V237 | Upknown Rossen code | \$101.29 | 51 |
| 333071317 | RTM 220000000727555 | 97/13/2017 | 07/13/20) | 07/13/2017 | CC | V337 | Unknown Rosson code | (S101.29) | (\$10 |
| 334071317 | RECD 220000000722353 | 67/13/2017 | 07/13/2013 | | ĆĊ | V137 | Unknown Reason vode | \$101.29 | 51 |
| 334071317 | RTMF 2200000007221551 | 0743 2017 | 07/13/201 | 07/(3/2017) | cc | V137 | Linknown Ressan code | (\$101.29) | (2) |
| 335671317 | RECD 22000000722535 | 07/13/2017 | 07/13/201 | 07/15/2017 | CC | VD7 | Unknown Reason rode | 1101.29 | 51 |
| 3350713171 | RTM 220000000722555 | 67/(3/2617) | 07/13/2017 | 07/13/2017 | CC. | VIII | Linksows Results ettile | (\$101.29) | (SLI |
| 336071317 | RECD 220000000722555 | 07/13/2017 | 07/13/2017 | 7 07/13/2017 | PD | A02 | (A02) Chargelack | \$10.14 | |
| 9337071317 | RECD 220000000722355 | 02/13/2017 | 07/ 3/20/ | | PD | A0) | (A01) Consumer charged more than once | \$10.19 | |
| 532071317 | RECD 220000000722555 | 61/13/2017 | 97/13/201 | | PD | A04 | (A04) Fraudulent transaction | \$10.24 | |
| 7540071317 | RECD 220000003498309 | 61/13/2017 | 03/13/2013 | | PD | A95 | (ADS) Cardiolder received goods not charged | \$12.00 | |
| 9541071317 | RECID 220090003490303 | 07/13/2017 | 07/13/2017 | 07/13/2017 | PD | A05 | (AB6) Cardbolder disputing charge | \$12.00F | |
| 542071317 | RECES 220000003490302 | 07/(3/2017 | 07/13/2013 | 7 97/13/2017 | PD | A01 | (A07) Incorrect do las amount | 112.00 | |
| | | | | | | | | 0.00 | |
| | | | | | | | | | |
| | | 7 KUBRA Data Tracater Ltd. All rights reserved. | | | | | | | |

7. Reconciliation Report (002)

The Reconciliation report includes NSFs for Chase Paymentech (CPT)

Division ID is assigned by CPT and utilized to segregate different payment applications and channels.

Requirement:

| ror Report | | | Account. | ABCCO40 |
|-----------------|--|--|--------------------------------------|---|
| 1/2017 - 08/31/ | 2017 | | Run Date: | 09/20/2017 3:03 |
| | | | | |
|) Date | Banked Amount | Booked Amount | Difference | Status |
| 7 08/07/2017 | \$0.00 | \$230,25 | (\$230.25) | Error |
| 7 08/08/2017 | \$0.00 | \$153.04 | (\$153.04) | Error |
| 7 08/09/2017 | \$0.00 | \$259.65 | (\$259.65) | Error |
| 7 08/11/2017 | \$0.00 | \$5.55 | (\$5.55) | Error |
| 7 08/14/2017 | \$0.00 | \$18,95 | (\$18.95) | Error |
| 7 08/16/2017 | \$0.00 | \$65.75 | (\$65.75) | Error |
| 7 08/28/2017 | \$0.00 | \$194.68 | (\$194.68) | Error |
| 7 08/29/2017 | \$0.00 | \$101.00 | (\$101.00) | Error |
| 7 08/30/2017 | \$0.00 | \$67.65 | (\$67.65) | Error |
| | Date 7 08/07/2017 7 08/08/2017 7 08/09/2017 7 08/09/2017 7 08/14/2017 7 08/16/2017 7 08/28/2017 7 08/29/2017 | Date Banked Amount 7 08/07/2017 \$0.00 7 08/08/2017 \$0.00 7 08/09/2017 \$0.00 7 08/11/2017 \$0.00 7 08/14/2017 \$0.00 7 08/16/2017 \$0.00 7 08/28/2017 \$0.00 7 08/29/2017 \$0.00 | Date Banked Amount Booked Amount | Date Banked Amount Booked Amount Difference |

8. <u>InPerson Transactions</u>

Requirement:

These include adding the following fields:

• Customer ID (account number)

| KUBRA | | | | Account: | ABCCO4D | | | | | | |
|-------|--------------------------------|-------------------------------|-------------------------|-------------|------------------|----------|------------|--------------|----------|---------------|---|
| | port - Payr riod: 05/03/201 | nent Report 6 - 10/03/2017 | | Run Date: | 10/03/2017 10:46 | AM | | | | | |
| | Channel | | | | Confirm Code | Amount | Entry Date | Payment Date | Status | CSR User | Payment Account |
| POS1 | Point of Sale | 00029757092617 | 2200000000006213 | CC | tst021 | \$164.08 | 09/26/2017 | 09/28/2017 | APPROVED | MSipicki CSR | 7********7905 |
| POS1 | Point of Sale: | | 220000002723809 | 00 | tst617 | \$160,03 | 09/26/2017 | 09/26/2017 | APPROVED | KFerguson CSR | *************8291 |
| POS1 | Point of Sale | 00029759092617 | 220000003826073 | CC | tst121 | \$189.98 | 09/26/2017 | 09/26/2017 | APPROVED | KFerguson CSR | 8000******* |
| POS1 | Point of Sale | 00029760092617 | 220000003047655 | CC | tst755 | \$129.18 | 09/26/2017 | 09/26/2017 | APPROVED | KFerguson CSR | *********4923 |
| POS1 | Point of Sale | | 2200000000006213 | CC | tsi349 | \$164.0B | 09/26/2017 | 09/26/2017 | APPROVED | MSipicki_CSR | 90000******************* |
| FOS1 | Point of Sale | | 220000003043695 | CC | 1st315 | \$104.79 | 09/26/2017 | 09/26/2017 | APPROVED | MSjajcki CSR | *************************************** |
| POS1 | Point of Sale | 00029763092817 | 220000003043695 | CC | ts1389 | \$104.79 | 09/28/2017 | 09/26/2017 | APPROVED | MSjoicki CSR | 4923 |
| | | © 2017 KUBRA Data | Transfer Ltd, All right | s reserved. | | | | | | | |

EXHIBIT "A-1"

Technical Proposal



KUBRA'S Technical Proposal to the City of Long Beach for RFP No. FM16-153 for Payment Processing Services

DUE: VERSION:

DUE: August 17, 2016 by 11:00 a.m.

Technical Proposal - Copy

KUBRA Proprietary

This document is proprietary to KUBRA and must be treated on a confidential basis. It may be used solely for KUBRA purposes. Use or disclosure of the document or the information contained therein for any other purposes is not permitted without prior authorization.



PROPOSAL CONTACT INFORMATION:

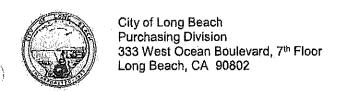
ADDRESS: KUBRA

14105 S. Normandie Ave. Gardena, CA 90249 www.kubra.com

SALES REP: Greg Weeks

Manager, Regional Sales

PHONE: 800.766.6616 ext. 230 greg.weeks@kubra.com



Request For Proposals Number FM16-153

For Payment Processing Services

| Release Date: | 06/09/2016 |
|---------------------------|------------|
| Pre-Proposal Conference | 06/23/2016 |
| Contractor Questions Due: | 06/30/2016 |
| Post Q & A: | 07/12/2016 |
| Due Date: | 07/28/2016 |

City Contact: Michelle King, Buyer II 562-570-6020

See Section 7 for instructions on submitting proposals.

| Company Name KUBRA America West, Inc. Contact Person Greg Weeks |
|---|
| Address 14105 S. Normandie Ave. City Gardena State CA Zip 90249 |
| Telephone (800) 766-6616 Fax (905) 624-2886 Federal Tax ID No. |
| E-mail: <u>greg.weeks@kubra.com</u> |
| Prices contained in this proposal are subject to acceptance within 180 calendar days. |
| I have read, understand, and agree to all terms and conditions herein. Date 8/12/16 |
| Signed RBM MA |
| Print Name & Title R. Braden Short, Vice President, North American Sales & Client Relations |
| Rev 2014 1001 |



Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

June 21, 2016

ADDENDUM # 1

RFP FM 16-153 - Payment Processing Services

Thank you for your participation in the Request for Proposal for Payment Processing Services.

Since issuing the RFP on June 9, 2016, the City of Long Beach has identified additional questions and requests additional information from Contractors to include in their proposal.

Per RFP Section 4, Proposal Requirements, please address the following questions:

1. Question:

Do you have specification for an integrated POS that is EMV certified?

a. If yes, is this specification final? Has it been used in production?

b. If no, do you intend to, and when?

2. Question:

What gateways/processors are supported for EMV payments?

3. Question:

Is your specification a semi-integrated specification? (provides separation of the EMV terminal from the POS by way of an application that performs

the management of the terminal).

4. Question:

Do you have certification test plans documented for certifying an integrated

POS?

5. Question:

Does the specification support service fees? Describe?

6. Question:

Does the specification support voids, and refunds?

7. Question:

Does the specification support contactless payments?

8. Question:

What EMV terminals are supported as part of your certification now? Are

other devices planned? If so which ones?

9. Question:

Are there any constraints or limitations of the specification that we should

be aware of?

| 1 | Λ | \cap | jest | ion. |
|-----|-----|--------|------|------|
| - 1 | 11. | . WI | 1621 | IOH. |

Can you provide a diagram of the payment flow using your integrated POS

EMV specification?

| Prepared By: | Michelle King Buyer II | _Date: Jui | ne 21, 2016 | |
|------------------|---------------------------------------|------------|----------------------|---|
| Acknowledged By: | KUBRA America West, Inc. Company Name | | | : |
| | R. Braden Short Print Name | | Vice President Title | |
| | AB MANUTE | | 8/12/16 Date | · |

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

June 21, 2016

ADDENDUM # 2

COST PROPOSAL SECTION

RFP FM 16-153 - Payment Processing Services

The attached Excel workbook replaces Exhibit B, Excel Spreadsheet Cost Proposal that was included with the original RFP for Section 6, Cost.

The revised cost proposal spreadsheets have been modified to provide greater flexibility and additional detailed information.

Please note that there are four tabs in the Excel workbook.

| Prepared By: | Michelle King Buyer II | _Date: June | 21, 2016 | |
|------------------|---------------------------------------|-------------|-------------------------|---|
| Acknowledged By: | KUBRA America West, Inc. Company Name | | | _ |
| | R. Braden Short Print Name | | Vice President Title | |
| | Signature | ghound or | 8/12/16 Date | |

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

SIGN-IN SHEET
Payment Processing RFP 16-153
Thursday, June 23, 2016
9:00am - 10:00am, 3rd Floor LCR

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Thursday, June 23, 2016
9:00am - 10:00am, 3rd Floor LCR

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SIGN-IN SHEET Payment Processing RFP 16-153 Thursday, June 23, 2016 9:00am - 10:00am, 3rd Floor LCR

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Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

June 23, 2016

ADDENDUM # 4

PRE PROPOSAL CONFERENCE CALL #2 and REVISED DATES

RFP FM 16-153 - Payment Processing Services

Due to technical difficulties the City of Long Beach will be conducting a 2nd Pre Proposal Conference call. This is a call in only no attendance in person.

Date: Thursday, June 30, 2016 @ 8:30 am

Join by phone: 1-408-792-6300 Access Code: 802 913 734

The time line for the Request for Proposal has also changed. See new dates.

2nd Pre Proposal:

June 30, 2016 @ 8:30 am

Contractor questions due:

July 12, 2016 by 11:00 am

Post questions and answers:

July 26, 2016 by 11:00 am

Proposal Due Date:

August 9, 2016 @ 11:00 am

| Prepared By: | Michelle King Buyer II | Date: June 23, 2016 | |
|------------------|---------------------------------------|----------------------|---------|
| Acknowledged By: | KUBRA America West, Inc. Company Name | | |
| | R. Braden Short Print Name | Vice President Title | <u></u> |
| | RIVE | 8/12/16 Date | |

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



City of Long Beach Purchasing Division 333 West Ocean Boulevard, 7th Floor Long Beach, CA 90802

Attachment G

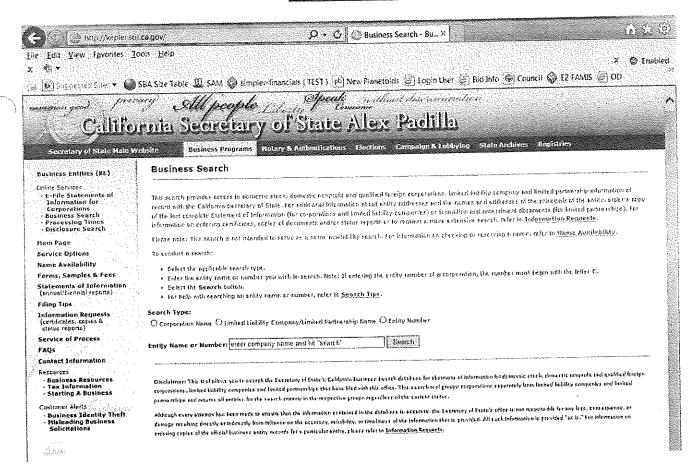


Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State. Individual and sole proprietor companies are exempt.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/





Department of Financial Management Division of Procurement 333 W Ocean Blvd. 7th floor, Long Beach, California 90802 p 562.570.6020 Michelle King@Longbeach.gov

July 26, 2016

ADDENDUM #6

QUESTIONS & ANSWERS

RFP FM16-153 Payment Processing Services

1. Question: What is the City's long term objective in absorbing convenience fee costs?

Answer: At this time the City is considering absorbing convenience fees for utility services however it's unknown if the City will consider absorbing convenience fees for other services.

2. Question: Section 3.2.3: Is it the City's intention to use the selected vendor for both payment processing and bill presentment?

Answer: No, the City is only looking for a vendor to process payments.

3. Question: Does the City record phone calls of staff accepting payments?

Answer: Yes, both business license and garage sale payments are taken over the phone and recorded.

4. Question: Section 3.2.6: Are payments accepted in-person as well as by phone and web? Does the City accept check payments by phone?

Answer: Yes, the City accepts payments in-person, by phone, and web, including check payments by phone and web.

5. Question: Section 3.2.3 to 3.2.8: Does each Department have their own AR System? Will IVR and Teleworks be replaced?

Answer: Each billing system has its own accounts receivable and each system interfaces into one general ledger. The City does not have plans to replace the IVR (Teleworks).

6. Question: Can the City provide a list of payment providers certified to work with Teleworks?

Answer: The City does not have a list of certified payment providers that work with Teleworks. However, the Teleworks website http://www.tele-works.com/index.html may be of some help to answer the question.

7. Question: Which Gateway does Teleworks currently use?

Answer: The City does not know which gateway Teleworks uses.

8. Question: Are you open to alternative solutions which reduce multi-party and counterparty risks?

Answer: The City is open to alternative solutions that may reduce risk.

9. Question: Section 3.1.7: Can the City provide the breakdown for transactions under \$100? Can the City provide a breakdown by card mix (Debit, Visa, MasterCard, etc.) for each Department?

Answer: The following table demonstrates the estimated number of transactions under \$100.00 by bill type.

| | Transaction Amount \$0-\$100 | | | |
|-------------------------|------------------------------|---------|--|--|
| Bill Type/Source | Credit & Debit Cards | eChecks | | |
| In-Person Payments | 63% | N/A | | |
| Marina Slip (Recurring) | 4% | N/A | | |
| Mayor's Homeless Fund | 100% | N/A | | |
| Garage Sale Permits | 100% | N/A | | |
| Animal Care Licenses | 91% | N/A | | |
| Ambulance Service | 33% | 75% | | |
| Business Licenses | 18% | 21% | | |
| Billing and Collections | 4% | 6% | | |
| Utility Bills | 62% | 63% | | |

The following table demonstrates the credit and debit card mix by bill type in one year.

| Bill Type/Source | MasterCard Transactions | Visa Transactions | AmEx/Discover Transactions | Debit Card Transactions |
|-------------------------|----------------------------|----------------------|-------------------------------|----------------------------|
| In-Person Payments | 1,994 | 4,889 | N/A | 26,155 |
| Marina Slip (Recurring) | 1,966 | 3,977 | N/A | N/A |
| Mayor's Homeless Fund | 4 | 3 | N/A | . 8 |
| Garage Sale Permits | 476 | 1,648 | N/A | N/A |
| Animal Care Licenses | 1,416 | 4,913 | 145 | N/A |
| Ambulance Service | 85 | 477 | 5 | 48 |
| Business Licenses | 630 | 2,166 | 20 | 286 |
| Billing and Collections | 816 | 3,685 | 33 | 695 |
| Utility Bills | 31,050 | 126,589 | N/A | * |

^{*} Debit card transactions are included in MasterCard and Visa transactions.

10. Question: Is the City open to using two vendors for IVR services, for example one vendor for their IVR and one for their Merchant services and gateway?

Answer: No, the City prefers using one vendor

11. Question: Can the City provide the name of the current IVR vendor? Are providers expected to integrate with the current IVR system?

Answer: The current IVR vendor is Teleworks. There is integration between the IVR and the payment processing vendor.

12. Question: What Departments use the iNovah System?

Answer: Department of Financial Management, Police Department, and Development Services.

13. Question: What is the expected timeline for go-live?

Answer: In order to avoid any service interruption, the City plans to have service in place on or before October 30, 2017.

14. Question: Which Departments currently use BridgePay and OpenEdge?

Answer: The use of BridgePay and OpenEdge are a future direction for the City. It is planned that all Departments may use these solutions.

15. Question: Section 3.2.1: Will the city ensure that any cashiering systems implemented in the future are compatible with the chosen payment processor?

Answer: It is the City's plan to work with our selected payment processor and cashiering system vendor to make sure they are compatible.

16. Question: Can the city provide average transaction size for all Departments, separated by card and e-Check?

Answer: The following table demonstrates the estimated average transaction amount by bill type.

| | Estimated Average Transaction Amount | | |
|-------------------------|---|---------|--|
| Bill Type/Source | Credit & Debit Cards | eChecks | |
| In-Person Payments | \$156 | N/A | |
| Marina Slip (Recurring) | \$615 | N/A | |
| Mayor's Homeless Fund | \$80 | N/A | |
| Garage Sale Permits | \$17 | N/A | |
| Animal Care Licenses | \$33 | N/A | |
| Ambulance Service | \$336 | \$322 | |
| Business Licenses | \$290 | \$306 | |
| Billing and Collections | \$517 | \$630 | |
| Utility Bills | \$117 | \$101 | |

17. Question: Is this opportunity winner takes all?

Answer: Yes, the City will select one Contractor.

18. Question: Is the merchant responsible for providing the IVR service or can they partner with an IVR provider?

Answer: The City would prefer one point of contact.

19. Question: Section 3.3.12: Is there minimum funding in the City funded model? Is a minimum guaranteed amount provided?

Answer: The City does not guarantee any minimum nor specify any minimum funding.

20. Question: Does the vendor have an option to propose a Convenience Fee model only?

Answer: Contractors do not need to provide every possible cost combination, but failure to do so, may reduce the competitiveness of the proposal.

21. Question: Is there any scenario where in-person services will be convenience fee funded?

Answer: No, the City has not requested a cost proposal for in-person convenience fees.

22. Question: How should vendors provide responses which contain multiple solutions?

Answer: Please refer to Addendum #2, cost proposal tables are provided in Excel and can be replicated for alternative pricing options.

23. Question: Are vendors allowed to provide proposals for a single solution/option?

Answer: Contractors do not need to provide every possible cost combination, but failure to do so, may reduce the competitiveness of the proposal.

24 Question: Are you open to solutions which implement improvements to existing City processes?

Answer: Yes, the City is open to improvements to existing processes.

25. Question: Will there be various wallets for American Express, etc?

Answer: Currently the City does not accept American Express, only Visa and MasterCard.

26. Question: Given the technical difficulties at the first meeting, have submittal dates changed?

Answer: Yes, please see Addendum #4 for new dates.

27. Question: What do you like about your current payment processing services?

Answer: The current payment processor has been providing services to the City for over 10 years without interruption. The City is requesting proposals seeking competitive pricing and services for the City and its customers.

28. Question: Is there anything you dislike about your current payment processing services?

Answer: The current payment processor has been providing services to the City for over 10 years. The City is seeking new reliable payment processing options and services for the City and its customers.

29. Question: Are there any additional services not currently provided that you would like to have in the future?

Answer: The City would like to implement mobile technology. The City would like an eCheck solution to verify the routing number as well as the account number at the time the transaction is processed. In addition, the City is interested in solutions that reduce risk to the City and its customer.

30. Question: How do you currently communicate with your customers in relation to your electronic payment services and billing?

Answer: The City currently provides e-bills to its utility customers and offers the ability to pay via the web and by phone.

31. Question: Are you looking for all customer payment card and banking data to be on the contractor's secure screens to limit your PCI risk, or on the City's screens?

Answer: The City would prefer the data be on the Contractor's secure screens.

32. Question: Can the City provide additional transactional information with regards to what % of the transactions expressed in table 3.1.7 would relate to an amount under \$100? If this data is not available, what is the average transaction size for Utility payments for E-check, and Credit and Debit cards?

Answer: The following table demonstrates the estimated number of transactions under \$100.00 by bill type.

| | Transaction Amount \$0-\$100 | | |
|-------------------------|------------------------------|---------|--|
| Bill Type/Source | Credit & Debit Cards | eChecks | |
| In-Person Payments | 63% | N/A | |
| Marina Slip (Recurring) | 4% | N/A | |
| Mayor's Homeless Fund | 100% | N/A | |
| Garage Sale Permits | 100% | N/A | |
| Animal Care Licenses | 91% | N/A | |
| Ambulance Service | 33% | 75% | |
| Business Licenses | 18% | 21% | |
| Billing and Collections | 4% | 6% | |
| Utility Bills | 62% | 63% | |

33. Of the 3,300 or so return e-check items, what is the average transaction size of these return items or the total \$ volume of the returns? What % of this volume has been collected?

Answer: The average transaction size of each returned eCheck item is \$136.00. The City does not track the percentage of collections from returned eChecks.

34. Question: Describe the reason as to why these e-check items have been returned? (i.e. administrative errors, non-sufficient funds).

Answer: Typically, eChecks are returned due to invalid account number.

35. Question: Does the current e-check solution provide any verification against a good or bad check writer data base?

Answer: No, the current eCheck solution only verifies the routing number and not the account number.

36. Question: Please provide clarity on the role Teleworks IVR would play with regard to the new selected vendor? Please confirm the City is looking to have the new selected vendor provide the "back-end" payment processing on the IVR piece specific to Utilities.

Answer: In the past, Teleworks has been open to working with other City vendors to complete projects. However, we cannot confirm this with Teleworks until we have chosen a vendor and begin discussions on the project implementation.

37. Question: Is Teleworks willing to work with the newly selected vendor in the role you describe? Which payment processors is Teleworks certified with (if applicable)?

Answer: Again, Teleworks has been open to working with other City vendors to complete projects. However, we cannot confirm this with Teleworks until we have chosen a vendor and begin discussions on the project implementation. At this time, the City does not know all the payment processors that are certified with Teleworks, however, the Teleworks website http://www.tele-works.com/index.html may be of some help to answer the question.

38. Question: Please elaborate how recurring payment data works with iNovah.

Answer: The current process is very cumbersome and the City would prefer not to use it. Suggestions on improving this process will be welcome during implementation.

39. Question: What are the primary drivers for issuing this RFP?

Answer: The current contract is due to expire next year and the City is required to issue an RFP for the requested services.

40. Question: What are the top 3 goals you would like to achieve as a result of this project?

Answer: The City has many goals for this project such as an interest in obtaining the lowest cost for its customers and the City; the ability to utilize state-of-the-art technology that enables the City to accept EMV credit cards, provide mobile phone application, and accept recurring credit cards; secure infrastructure; and prompt and reliable customer service.

41. Question: On what date would you like to go live with the new solution?

Answer: In order to avoid any service interruption, the City plans to have service in place on or before October 30, 2017.

42. Question: Is there anything, such as a contract end date, that is influencing this target date?

Answer: Yes, the current contract is due to expire next year and the City is required to bid out the requested services.

43. Question: Are you working with a consultant for this initiative? If yes, then who is the consultant?

Answer: No the City is not working with a consultant for this initiative.

44. Question: System Requirements 3.6.2 and 3.6.3 express the requirement for Contractor to have demonstrated experience and reference sites with iNovah by System Innovators. While this Company has not worked directly with iNovah, we have experience integrating with hundreds of systems and will integrate with iNovah as required by the City. Will the lack of demonstrated functional integration with iNovah by System Innovators and associated reference sites result in the rejection of a proposal?

Answer: Contractors that are unable to demonstrate functional integration with the City's cashiering solution, iNovah by System Innovators and provide reference sites will not be considered.

45. Question: Section 3.1.1, How are electronic checks currently accepted? Please provide the departments where accepted and the solution used to process the payments. Are they processed with the current merchant services provider or directly to the City's bank?

Answer: eChecks are taken over the phone and web for utility bills, ambulance services, business licenses, billing and collections, and Harbor rental fees. eChecks are processed with the current merchant services provider.

46. Question: Addendum #2, For Cost Proposal 1, where all fees are to be absorbed by the City, please list all terminal models, gateways, point of sale, software, etc. that are utilized or will be utilized to process transactions. What will be existing and what is the City looking for the processor to provide and/or replace? Please list by department.

Answer: Please refer to Section 3.2 - Current Applications, Section 3.5 - System Requirements, and 3.6 - System Requirements. The City plans to utilize one processor for all departments.

47. Question: Section 3.1.4, The City is currently using Teleworks to provide IVR access for credit card and e-check payments. Is the City looking to retain Teleworks as their IVR vendor or is the City seeking to replace Teleworks as their IVR vendor? If applicable, in what time frame would Teleworks be replaced?

Answer: The City is planning on retaining Teleworks.

48. Question: Section 5.1.1, There is a reference to an Attachment G but one was not provided in the initial RFP proposal. Please provide this attachment.

Answer: Attachment G has been posted as Addenda #5

| Prepared By: | Michelle King | Date: July 26, 2016 | |
|------------------|---------------------------------------|---------------------------------------|--|
| , | Buyer II | · · · · · · · · · · · · · · · · · · · | |
| Acknowledged By: | KUBRA America West, Inc. Company Name | | |
| | R. Braden Short | Vice President | |
| | Print Name | Title | |
| | RRU D | 8/12/16 | |
| | Signature | Date | |

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

August 8, 2016

ADDENDUM #7

RFP FM 16-153 - Payment Processing Services

Due date has been extended to August 17th, 2016 @ 11:00 am

This Addendum is to extend the due date for proposals, to clarify the required range of services in proposals, to clarify the number of vendors that may be selected, and to clarify certain aspects of the evaluation criteria.

- 1. The due date for proposals is extended 6 working days to August 17, 2016. Any proposals submitted are unopened, and if not changed, will be used. Alternatively, vendors may ask for them to be returned or destroyed and may submit a new proposal. Only one proposal may be submitted.
- 2. A proposal may be for a subset of services and the City may select more than one vendor to best achieve the overall set of services it desires. However, the City is interested in the primary set of services and the overall services being provided in a manner that is efficient. Efficiency includes the required City administration effort, coordination, identification and resolution of issues, and the design and implementation of interfaces, and the complexity of ongoing operations and interrelationships. While the City would prefer one vendor, and if multiple vendors, a single point of contact, other arrangements and multiple vendors may be considered, if it is in the best interests of the City.
- 3. Any award for new features (such as mobile pay) may not have immediate implementation and may be delayed for a significant period of time pending implementation of new systems or other priorities. Vendors proposing new features should make clear the level of City effort required to implement the new features.
- 4. The response to Question 10 in Addendum #6, is modified to be: While the City would prefer one vendor, and if multiple vendors, a single point of contact, other arrangements and multiple vendors may be considered, if it is efficient and in the best interests of the City. Efficiency includes the required City administration effort, coordination, identification and resolution of issues, and the design and implementation of interfaces, and the complexity of ongoing operations and interrelationships

5. The response to Question 17 in Addendum #6, is modified to be: While the City would prefer one vendor, and if multiple vendors, a single point of contact, other arrangements and multiple vendors may be considered, if it is efficient and in the best interests of the City. Efficiency includes the required City administration effort, coordination, identification and resolution of issues, and the design and implementation of interfaces, and the complexity of ongoing operations and interrelationships

The evaluation criteria in 8.1 are modified to include efficiency in terms of City administration, coordination, identification and resolution of issues, and the design and implementation of interfaces, and the complexity of ongoing operations and interrelationships. Those characteristics are specifically included in 8.1.2 Experience (as it relates to whether others have successful, efficient and effective experience with multiple vendors performing services), 8.1.6 RFP conformance, and 8.1.8 Cost.

| Prepared By: | Michelle King Buyer II | _Date: | August 8, 2016 | |
|------------------|---------------------------------------|----------|----------------|--|
| Acknowledged By: | KUBRA America West, Inc. Company Name | | | |
| | R. Braden Short | | Vice President | |
| | Print Name | | Title | |
| | RBM | Δ | 8/12/16 | |



Department of Financial Management Division of Procurement 333 W Ocean Blvd. 7th floor, Long Beach, California 90802 p 562.570.6020 Michelle.King@Longbeach.gov

September 1, 2016

ADDENDUM #8

COST PROPOSAL SECTION

RFP FM 16-153 Payment Processing Services

Thank you for your participation in the Request for Proposal for Payment Processing Services, RFP FM 16-153.

Since issuing the RFP on June 9, 2016, the City of Long Beach has identified additional information and clarification which is required to ensure a fair appraisement of those bidding. Contractors should resubmit their Cost Proposal spreadsheets in Excel using the format provided. Only the Cost Proposal spreadsheet should be resubmitted; the entire RFP does not need to be resubmitted.

Please ensure the information provided in the Cost Proposal spreadsheet is numeric (a specified value in the form of a number and/or a percent). If formulas are utilized, all formula components must be numeric. Clarifying language is acceptable (e.g., "per transaction" or "for eChecks") as long as it is further defining a specified numeric value. Cost Proposal spreadsheets which use terms such as "Processor Costs" or "Interchange Rates" without providing a full schedule of actual numeric values will not be considered. Also, terminology such as qualified, non-qualified, guaranteed, and non-guaranteed are discouraged but must be fully defined if used, including attachment of all pricing tiers and their assigned transactions. By submitting tiered pricing, the Contractor agrees that the prices assigned to the tiers and the categorization of transactions to the tiers will not be altered during the duration of the contract, and that the consistent application of the schedule will be verifiable at any time upon request by the City.

In addition, each Cost Proposal submitted must include four additional tables (provided). Based on four sample transaction amounts, \$100.00, \$300.00, \$500.00 and \$700.00, Contractors must calculate the total amount of all fees to be assessed to the City or Customer. If a component of the cost is variable, the average/typical value of that variable must be clearly identified, explained, and utilized for the sample calculations.

RFP FM 16-153 - Payment Processing Services Addendum #8 Page 2

The values entered into the Cost Proposal spreadsheets must include any and all interchange fees, dues, assessments, pass-through fees, service fees, processing fees, authorization fees, and any other costs to be charged to the City or its customers in relation to a transaction. Contractors whose bids include any transaction-related costs to be paid by the City or its customers that are not included in the Cost Proposal spreadsheets will be disqualified. If any such costs are discovered after selection of a Contractor, they shall not be accepted or paid by the City or its customers.

The attached Excel workbook replaces Exhibit B, Excel Spreadsheet Cost Proposal that was included with the original RFP for Section 6, Cost and Addendum #2.

The Cost Proposals are due on or before September 13, 2016 at 12:00 noon PST

Please submit the revised Cost Proposals to RFPPurchasing@longbeach.gov

| Prepared By: | Michelle King | _Date: Septemb | er 1, 2016 | |
|--------------------|----------------------|----------------|--------------------------|----------|
| A almouted and Pur | Buyer II KUBRA Daha | Transfer | 1-14 | , |
| Acknowledged By: | Company Name | , with the | N=1 () / | |
| | Print Name | 201 | CFO Title | |
| | J. J. NA | | <u>Softember</u> Date | 01/06/61 |

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

October 20, 2016

ADDENDUM #9

COST PROPOSAL SECTION

RFP FM 16-153 Payment Processing Services

To ensure all proposers have received this addendum, we are asking for you to confirm receipt via email to RFPPurchasing@longbeach.gov

The City of Long Beach is seeking additional clarification regarding the Cost Proposal Section of the Request for Proposal for Payment Processing Services, RFP FM 16-153. Please ensure that your response is submitted in accordance with all five of the following guidelines.

1. Due to the various credit card types, the City is requesting that the sample calculations for all Cost Proposals be revised to reflect the cost of a Visa (CPS/Retail 2 for Select Emerging Market) Credit Card (when applicable). The values entered into the Cost Proposal spreadsheets must include an interchange fee of 1.55% per volume and \$0.0695 per item.

In addition, the calculation must include any and all transaction fees, dues, assessments, passthrough fees, service fees, processing fees, authorization fees, and any other costs to be charged to the City or its customers in relation to a Visa transaction.

Contractors who's Cost Proposal include any transaction-related costs to be paid by the City or its customers that are not included in the Cost Proposal spreadsheets will be disqualified. If any such costs are discovered after selection of a Contractor, they shall not be accepted or paid by the City or its customers.

- 2. Please ensure the information provided in the Cost Proposal spreadsheet is numeric (a specified value in the form of a number and/or a percent).
 - a. If formulas are utilized, all formula components must be numeric.
 - b. Clarifying language is acceptable (e.g., "per transaction" or "for eChecks") as long as it is further defining a specified numeric value.
 - c. Cost Proposal spreadsheets which use terms such as "Processor Costs" or "Interchange Rates" without providing an actual numeric values in the Excel spreadsheet cell will not be considered.

RFP FM 16-153 - Payment Processing Services Addendum #9 Page 2

- 3. Terminology such as qualified, non-qualified, guaranteed, and non-guaranteed are discouraged but must be fully defined if used, including attachment of all pricing tiers and their assigned transactions. By submitting tiered pricing, the Contractor agrees that the prices assigned to the tiers and the categorization of transactions to the tiers will not be altered during the duration of the contract, and that the consistent application of the schedule will be verifiable at any time upon request by the City.
- 4. Please complete Cost Proposal spreadsheets in Excel using the format provided. Only the Cost Proposal spreadsheet should be resubmitted; the entire RFP does not need to be resubmitted.

The attached Excel workbook replaces Exhibit B, Excel Spreadsheet Cost Proposal that was included with the original RFP for Section 6, Cost, Addendum #2, and Addendum #8.

5. Submit the revised Cost Proposals to RFPPurchasing@longbeach.gov

The Cost Proposals are due on or before November 3, 2016 by 4:00 PM

| Prepared By: <u>Michelle King</u> Buyer II | _ Date: October 20, 2016 |
|---|--------------------------|
| Acknowledged By: | |
| Company Nan | ne |
| | |
| Print Name | Title |
| Signature | Date |

PROCESSING COSTS

6.1

6.1.1 Cost Proposal 1: Processing fee paid by the City

Under this cost proposal, assume the contract awarded from this RFP will treat any payment processing fees as direct cost to the City, with no convenience fees charged to customers. Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown.

through assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide (or You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please duplicate the table below and continue numbering (Methodology 1A, 1B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (passattach) a description that includes any explanations, breakdowns, volume or other discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be accepted or paid by the City or its customers.

As directed in the original RFP, in addition to the processing fee cost table(s) for this cost proposal, please describe expected changes in volume if the City paid all payment processing fees, and provide expected activity levels in a form similar to that in sections 3.1.6 and 3.1.7 (Excel table is not provided here).

| Methodology 1A | | | | | | | | | |
|-------------------------|---------|----------|-------|-------|------------------|-----------|--------|---------------|----|
| Bill Type/Source | Paid By | Independ | (vec | WR | Virtual Terminal | Recurring | Mobile | eCheck Other: | |
| In-Person (Various) | City | 0.15* | N/A | N/A | N'A | NA | N/A | NA. | NA |
| Mayor's Homeless Fund | City | 0.15* | 0.15* | 0.30* | NA | N/A | 0.15* | 0.15* | |
| Utility Bill | City | 0.15* | 0.15* | 0.30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Billing and Collections | City | 0.15* | 0.15* | 0.30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Business License | City | 0.15* | 0.15* | 0.30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Ambulance Service | City | 0.15* | 0.15* | 0:30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Animal Care Licenses | City | 0.15* | 0.15* | 0:30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Garage Sales | City | 0.15* | 0.15* | *08.0 | 0.15* | 0.15* | 0.15* | 0.15* | |
| Marina Boat Slips | City | 0.15* | 0.15* | 0.30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Harbor Rental Fees | City | 0.15* | 0.15* | *06.0 | 0.15* | 0.15* | 0.15* | 0.15* | |

*Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Detailed pricing below and breakdown below

Processing fee paid by the City on a \$100.00 Transaction Amount

| Bill TypelSource | Transaction In | Instersor | Web | IVR | Virtual Terminal | Recurring | Mobile | eCheck | Other: |
|-------------------------|----------------|-----------|---------|---------|------------------|-----------|---------|---------|--------|
| In-Person (Various) | \$100.00 | 2.06 | A/N | N/A | N/A | ΑN | N/A | MA | N/A. |
| Mayor's Homeless Fund | \$100.00 \$ | 2.06 | \$ 2.06 | \$ 2.21 | NA | NA | \$ 2.06 | \$ 0.20 | |
| Utinty Bill | \$100.00 | 1,19 | \$ 1.19 | \$ 1.34 | \$ 1.19 | 1.19 | \$ 1.19 | \$ 0.20 | |
| Billing and Collections | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 2.06 | \$ 2.06 | \$ 0.20 | |
| Business License | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 2.06 | \$ 2.06 | \$ 0.20 | |
| Ambulance Service | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 2.06 | \$ 2.06 | \$ 0.20 | |
| Animal Care Licenses | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 2.06 | \$ 2.06 | \$ 0.20 | |
| Garage Sales | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 2.06 | \$ 2.06 | \$ 0.20 | |
| Marina Boat Slips | \$100.00 | 2.06 | \$ 2.06 | \$ 2.21 | \$ 2.06 | 3.06 | \$ 2.06 | \$ 0.20 | |
| Harbor Rental Fees | \$100.00 | 2.06 | \$ 2.06 | 5 2.21 | \$ 2.06 | 3.06 | \$ 2.06 | \$ 0.20 | |
| | | | | | | | | | |

6.1.1 Cost Proposal 1: Processing fee paid by the City (Continued)

Processing fee paid by the City on a \$300.00 Transaction Amount

| Bill Type/Source | Transaction Amount | inserson | - February | WR | Virtual Terminal | Recurring | Mobile | eCheck | Other |
|-------------------------|-----------------------|----------|------------|---------|------------------|-----------|---------|-------------|-------|
| In-Person (Various) | \$300.00 | 5.42 | -57.0 | NA | N/A | N/A | P/N | 1 00 | |
| Mayor's Homeless Fund | \$300.00 | 5.42 | \$ 5.42 | \$ 5.57 | 10. | N/A | \$ 5.42 | GE. | |
| Utility Bill | \$300.00 | 1.45 | \$ 1.45 | \$ 1.60 | 2 | \$ 1.45 | 4 45 | es es | |
| Billing and Collections | \$300.00 | 5 5.42 | \$ 5.42 | \$ 5.57 | 49 | \$ 5.42 | \$ 5.42 | €S | |
| Business License | \$300.00 | 5 5.42 | \$ 5.42 | \$ 5.57 | 49 | | | · 69 | |
| Ambulance Service | \$300.00 | 5 5.42 | \$ 5.42 | \$ 5.57 | ь | | | . 69 | |
| Animal Care Licenses | \$300.00 | \$ 5.42 | \$ 5.42 | \$ 5.57 | 8 | | | · 69 | |
| Garage Sales | \$300.00 | 5 5.42 | € | \$ 5.57 | €\$ | | \$ 5.42 | မာ | |
| Marina Boat Slips | \$300.00 | \$ 5.42 | \$ 5.42 | \$ 5.57 | \$ | | \$ 5.42 | ₩ | |
| Harbor Rental Fees | \$300.00 | \$ 5.42 | \$ 5.42 | \$ 5.57 | 8 | i | \$ 5.42 | · 69 | |
| | 1 1 1 1 | | | | Water Control | | | | |

Processing fee paid by the City on a \$500.00 Transaction Amount

| FIOCESSING IEE DAID BY THE CITY ON A \$200.00 I ransaction | ity on a \$500.00 | ransaction | Amount | | | | | | |
|--|--------------------------|------------|----------|---------|------------------|--|---------|------------|-------|
| Bill Type/Source | Transaction Amount In | n-Person | Web | IVR | Virtual Terminal | Reculring | Mobile | eCheck Oth | Other |
| In-Person (Various) | \$ 200.00 | 8.78 | NA | NA | NA | N/A | ΝΆ | | T/N |
| Mayor's Homeless Fund | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | N/A | NA | \$ 8.78 | \$ 0.20 | |
| Utility Bill | \$500.00 | 1.71 | \$ 1.7.1 | \$ 1.86 | \$ 1.77 | \$ 1.77 | \$ 1.71 | \$ 0.20 | |
| Billing and Collections | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | \$ | 49 | \$ 0.20 | |
| Business License | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | \$ 8.78 | es. | s | |
| Ambulance Service | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | 8 | - 69 | ↔ | |
| Animal Care Licenses | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | €9 | + 65 | s | |
| Garage Sales | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | S | · 69 | es | |
| Marina Boat Slips | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | \$ 8.78 | + 69 | s | |
| Harbor Rental Fees | \$500.00 | 8.78 | \$ 8.78 | \$ 8.93 | \$ 8.78 | \$ 8.78 | · \$ | 8 | |
| December for a late of the state of the stat | H 00 001 | | , | | | The state of the s | | | |

Processing fee paid by the City on a \$700.00 Transaction Amount

| Bill Type/Source | Transaction Amount | nPerson | JEW. | WR | Λ | Virtual Terminal | Recurring | Mobile | ၁ခ | eCheck Other: | |
|-------------------------|--------------------|-------------|----------|---------------|----------|------------------|-----------|----------------|----------|---------------|---|
| In-Person (Various) | \$ 00.007\$ | s 12.14 N/A | N/A | ¥≱ | Z | NA | γN | NA | N/A | | |
| Mayor's Homeless Fund | \$700.00 | 12.14 | \$ 12.14 | \$ | 12.29 N | N/A | ΝΆ | \$ 17 | 12.14 \$ | 0.20 | |
| Utility Bill | \$700.00 | 1.97 | 1.97 | \$ | 2.12 \$ | 1.97 | \$ 1.97 | \$ | 1.97 | 0.20 | |
| Billing and Collections | \$700.00 | 12.14 | \$ 12.14 | 5 | 12.29 \$ | 12.14 | \$ 12.14 | \$ | 12.14 \$ | 0.20 | |
| Business License | \$ 00.007\$ | 12.14 | \$ 12.14 | 4 | 12.29 \$ | 12.14 | 69 | \$ | 12.14 \$ | 0.20 | |
| Ambulance Service | \$700.00 | 12.14 | \$ 12.14 | \$ | 12.29 \$ | | s | 69 | 12.14 \$ | 0.20 | |
| Animal Care Licenses | \$ 00.007\$ | 12.14 | \$ 12.14 | \$ | 12.29 \$ | | €9 | . 69 | 12.14 \$ | 0.20 | |
| Garage Sales | \$700.00 | 12.14 | \$ 12.14 | \$ | 12.29 \$ | | \$ | - S | 12.14 \$ | 0.20 | i |
| Marina Boat Slips | \$700.00 | 12.14 | \$ 12.14 | \$ | 12.29 \$ | 12.14 | \$ | · S | 12.14 \$ | 0.20 | |
| Harbor Rental Fees | \$700.00 | 12.14 | \$ 12.14 | 69 | 12.29 \$ | 12.14 \$ | | \$ | 12.14 \$ | 0.20 | |

| Fee Value V | | | AVG Transact | ion AV | G Transaction | AVG Transaction AVG Transaction AVG Transaction AVG Transaction | AVG Transaction |
|--|-------------------------------|-----------------|--------------|--------|---------------|---|-----------------|
| \$ 100.00 \$ 300.00 \$ 500.00 \$ 5 700 \$ 5 700 \$ 5 500.00 \$ 5 5 500.00 \$ 5 5 500.00 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | CARD | Fee | Value | | Value | Value | Value |
| \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.045 \$ 0.04 | Card Variable Costs | | .\$ 100. | \$ 00 | 300.00 | \$ 500.00 | \$ 700,00 |
| \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.010 \$ 0.0105 \$ 0.0695 \$ 0.0695 \$ 0.0195 \$ | KUBRA Processing/Gateway Fee* | \$ 0.150 | \$ | 50 \$ | 0.150 | \$ 0.150 | \$ 0.150 |
| \$ 0.10 \$ 0.10 \$ 0.10 \$ 0.10 \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.55% \$ 1.775 \$ 1.55% \$ | Authorization Fee* | \$ 0.04 | \$ | 45 \$ | 0.045 | \$ 0.045 | \$ 0.045 |
| 1.55% \$ 1.55 \$ 4.65 \$ 7.75 \$ 1.55 \$ 0.0695 \$ 0.0695 \$ 0.0695 \$ 0.0695 \$ 0.0695 \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ 0.13% \$ 0.13 \$ 0.39 \$ 0.65 \$ 0.65 \$ 2.064 \$ 5.424 \$ 8.784 \$ 12 if IVR+\$0.15 \$ 2.214 \$ 5.574 \$ 8.934 \$ 12 | CARD Processing Fee* | \$ 0.10 | \$ | 10 \$ | 0.10 | \$ 0.10 | \$ 0.10 |
| \$ 0.0695 \$ 0.0695 \$ 0.0695 \$ 0.0695 \$ 0.0 \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ 0.0 0.13% \$ 0.013 \$ 0.039 \$ 0.65 \$ 0.0 if IVR+\$0.15 \$ 2.064 \$ 5.424 \$ 8.784 \$ 1.0 if IVR+\$0.15 \$ 2.214 \$ 5.574 \$ 8.934 \$ 1.0 | Interchange % ** | 1.55 | \$ | 55 \$ | 4.65 | \$ 7.75 | \$ |
| \$ 0.0195 \$ 0.0195 \$ 0.0195 \$ \$ 0.0195 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Interchange Per Item ** | \$ 0.069 | \$ | 95 \$ | 0.0695 | \$ 0.0695 | \$ 0.0695 |
| 6.13% \$ 0.13 \$ 0.39 \$ 0.65 \$ if IVR+\$0.15 \$ 2.214 \$ 5.574 \$ 8.934 \$ | Association Authorization | \$ 0.019 | \$ | 95 \$ | 0.0195 | \$ 0.0195 | \$ 0.0195 |
| if IVR+\$0.15 \$ 2.064 \$ 5.424 \$ 8.784 \$ if IVR+\$0.15 | Association Assessments | 0.13 | \$ | 13 \$ | 0.39 | \$ 0.65 | \$ 0.91 |
| \$ 2.214 \$ 5.574 \$ 8.934 \$ | ESTIMATED TOTAL VARIBALE COST | _ | \$ 2.0 | 54 | 5.424 | \$ 8.784 | \$ 12.144 |
| | ESTIMATED TOTAL VARIBALE COST | Γ if IVR+\$0.15 | \$ 2.2 | 14 \$ | 5.574 | \$ | \$ 12.294 |

Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

| ACH Variable Costs COSTIMATED TOTAL VARIBALE COST IF IVR+\$0.15 \$ 100.00 \$ 300.00 \$ 500.00 \$ 500.00 \$ 700.00 \$ 500.00 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.200 | АСН | Fee | | Value | Value | đi | Value | Value |
|--|-------------------------------|---------------|------|--------|-------|-------|-----------|-----------|
| \$ 0.150 \$ 0.150 \$ 0.150 \$ 0.150 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | ACH Variable Costs | | S | 100.00 | \$ | 00.00 | \$ 500.00 | \$ 700.00 |
| \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.05 \$ \$ 0.05 \$ \$ 1.00 \$ | KUBRA Processing/Gateway Fee* | \$ | \$ (| 0.150 | \$ | 0.150 | \$ 0.150 | \$ 0.150 |
| if IVR+\$0.15 \$ 0.350 \$ 0.350 \$ 0.350 \$ 180 | ACH Processing Fee* | \$ 0.0 | \$ | 0.05 | \$ | 0.05 | \$ 0.05 | \$ |
| \$ 0.350 \$ 0.350 \$ 0.350 \$ | ESTIMATED TOTAL VARIBALE COST | | 45 | 0.200 | \$ | 0.200 | \$ 0.200 | \$ |
| | ESTIMATED TOTAL VARIBALE COST | if IVR+\$0.15 | 45 | 0.350 | \$ | 0.350 | \$ 0.350 | |

Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

| Value Value Value 0.00 \$ 300.00 \$ 500.00 \$ 700.00 150 \$ 0.150 \$ 0.150 \$ 0.150 0.45 \$ 0.045 \$ 0.045 \$ 0.045 0.10 \$ 0.045 \$ 0.045 \$ 0.045 - \$ - \$ - \$ - 500 \$ 0.7500 \$ 0.7500 \$ 0.7500 195 \$ 0.0195 \$ 0.0195 \$ 0.0195 1145 \$ 1.455 \$ 1.715 \$ 1.975 345 \$ 1.605 \$ 1.865 \$ 2.125 | | Velue | 1/-1-1 | | |
|--|--------|-----------|-----------|----------|-----------|
| \$ 300.00 \$ 500.00 \$ \$ 0.150 \$ 0.150 \$ \$ 0.045 \$ 0.045 \$ 0 \$ 0.10 \$ 0.10 \$ 0 \$ \$ 0.7500 \$ 0.7500 \$ | | Value | Value | Value | Value |
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| \$ 0.045 \$ 0.045 \$ 0.045 \$ 0.05 \$ 0.00 \$ 0.10 | 0.150 | \$ 0.150 | \$ 0.150 | \$ | \$ |
| \$ 0.10 \$ 0.10 \$ 0.10 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 0.045 | \$ 0.045 | \$ 0.045 | \$ 0.045 | \$ |
| \$ - \$ - \$ 0.7500 \$ 0.7500 \$ 0.7500 \$ 0.0195 0.0195 \$ 0.0195 \$ 0.0195 0.0195 | 0.10 | \$ 0.10 | \$ 0.10 | \$ 0.10 | \$ |
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| \$ 0.0195 \$ 0.0195 \$ \$ 0.39 \$ 0.65 \$ \$ 1.455 \$ 1.715 \$ \$ 1.605 \$ 1.865 \$ | 0.7500 | \$ 0.7500 | \$ | \$ | \$ 0.7500 |
| \$ 0.13 \$ 0.39 \$ 0.65 \$ \$ 1.195 \$ 1.455 \$ 1.715 \$ \$ 1.345 \$ 1.605 \$ 1.865 \$ | 0.0195 | \$ 0.0195 | \$ 0.0195 | \$ | \$ |
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| \$ 1.605 \$ 1.865 \$ | - | \$ 1.195 | \$ | \$ | * |
| | | \$ 1.345 | \$ | \$ | s |

Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

^ Requires enrolment with Visa for Utility Interchange Program

6.1 PROCESSING COSTS (continued)

6.1.2 Cost Proposal 2: Convenience fee paid by customer (with current exceptions)

Under this cost proposal, assume the contract awarded from this RFP will charge a convenience fee to the customers (with the exception of in-person payments and recurring Marina Boat Slip payments, which will continue to be charged as direct costs to the City consistent with current practice).

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown.

duplicate the table below and continue numbering (Methodology 2A, 2B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through assessments, explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be accepted or paid You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description that includes any by the City or its customers.

The RFP does not require you to describe expected changes in volume under this proposal, as it is identical to how fees are currently broken out between the City and its customers.

Methodology 2A

| Bill Type/Source | Paid By | गलंडात्स्या | Web | WR | Virtual Terminal | Recurring | Mobile | eCheck | Other: |
|-------------------------|--|-------------|--------|--------|------------------|-----------|--------|--------|--------|
| In-Person (Various) | City | 0.15* | N/A | AW | ΑN | N/A | NA | N/A | N/A |
| Mayor's Homeless Fund | Customer | \$1.95 | \$1.95 | \$1.95 | A/N | N/A | \$1.95 | \$1.95 | |
| Utility Bill | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Billing and Collections | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | City (recurring); Customer (other). | \$5.00 | \$5.00 | \$5.00 | \$5.00 | 0.15* | \$5.00 | \$5.00 | |
| Harbor Rental Fees | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |

*Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Detailed pricing below and breakdown below

Convenience fee paid by customer (with current exceptions) on a \$100.00 Transaction Amount

| Bill Type/Source | Transaction Amount | ंग्वाड ह्वाना | Web | WR | Virtual Terminal | Recurring | Mobile | eCheck | Other: |
|-------------------------|-----------------------|---------------|--------|--------|------------------|-----------|--------|--------|--------|
| In-Person (Various) | \$100.00 | 2.064 | N/A | - NA | N/A | N/A | NIA | N.A. | NA |
| Mayor's Homeless Fund | \$100.00 | \$1.95 | \$1.95 | \$1.95 | N/A | N/A | \$1.95 | \$1.95 | |
| Utility Bill | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Billing and Collections | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$100.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$ 2.064 | \$5.00 | \$5.00 | |
| Harbor Rental Fees | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |

6.1.2 Cost Proposal 2: Convenience fee paid by customer (with current exceptions) (Continued)

| Convenience fee paid by customer (with current exceptions) on | with current ex | ceptions) on a | a \$300.00 Transaction Amount | ction Amount | | | | | |
|---|-----------------------|----------------|-------------------------------|--------------|------------------|-----------|--------|--------|--------|
| Bill Type/Source | Transaction Amount | maseanil | deb) | İVR | Virtual Terminal | Recurring | Wobile | eGraek | Other: |
| In-Person (Various) | \$300.00 | \$ 5.424 | N/A | N/A | N/A | N/A | N/A | N/A | A/N |
| Mayor's Homeless Fund | \$300.00 | \$1.95 | \$1.95 | \$1.95 | N/A. | N/A | \$1.95 | \$1.95 | |
| Utility Bill | 00'008\$ | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Billing and Collections | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$195 | |
| Animal Care Licenses | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$195 | |
| Marina Boat Slips | \$300.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$ 5.424 | \$5.00 | \$5.00 | |
| Harbor Rental Fees | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
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| Bill Type/Source | Transaction Amount | (jukaeson | GSW | WR | Virtual Terminal | Recurring | Mobile | eCheck | Other |
|-------------------------|-----------------------|-----------|--------|--------|------------------|-----------|--------|--------|-------|
| In-Person (Various) | \$500.00 | \$ 8.784 | N/A | N/A | AN | NA | NA | N/A | NA |
| Mayor's Homeless Fund | \$500.00 | \$1.95 | \$1.95 | \$1.95 | N/A | N/A | \$1.95 | \$1.95 | |
| Utility Bill | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Billing and Collections | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$500.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$ 8.784 | \$5.00 | \$5.00 | |
| Harbor Rental Fees | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |

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| Bill Type/Source | Transaction Amount | กอระธาน | ALM | IVR | Virtual Terminal | Recurring | Mobile | Oteck | Other: |
|-------------------------|-----------------------|-----------|--------|--------|------------------|-----------|--------|--------|--------|
| In-Person (Various) | \$700.00 | \$ 12.144 | | N/A | NA | N/A | N/A | | N/A |
| Mayor's Homeless Fund | \$700.00 | \$1.95 | \$1.95 | \$1.95 | NA | ŊĄ | \$1.95 | | |
| Utility Bill | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Billing and Collections | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | - \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$700.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$ 12.144 | \$5.00 | \$5.00 | |
| Harbor Rental Fees | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |

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|--|-------|-----------------|--------|---------------|------------|--------|-----------|-----------|
| CAND (All except Cully Dr) | | ree | | value | | Value | Value | Value |
| Card Variable Costs | | | v | 100:00 | S | 300.00 | \$ 500.00 | \$ 700.00 |
| KUBRA Processing/Gateway Fee* | \$ | 0.150 | \$ | 0.150 | ₩ | 0.150 | \$ 0.150 | \$ |
| Authorization Fee* | \$ | 0.045 | \$ | 0.045 | ٠, | 0.045 | \$ 0.045 | \$ 0.045 |
| CARD Processing Fee* | \$ | 0.10 | ₹ | 0.10 | -γ- | 0.10 | \$ 0.10 | \$ 0.10 |
| Interchange % ** | | 1.55% | ψ, | 1.55 | ٠, | 4.65 | \$ 7.75 | \$ 10.85 |
| Interchange Per Item ** | \$ | 0.0695 | \$ | 0.0695 | ↔ | 0.0695 | \$ 0.0695 | \$ 0.0695 |
| Association Authorization | \$ | 0.0195 | Ϋ́ | 0.0195 | የ ን | 0.0195 | \$ 0.0195 | \$ 0.0195 |
| Association Assessments | | 0.13% | 45 | 0.13 | ψ. | 0.39 | \$ 0.65 | \$ |
| ESTIMATED TOTAL VARIBALE COST | | | ₩ | 2.064 | ₹. | 5.424 | \$ 8.784 | \$ 12 |
| ESTIMATED TOTAL VARIBALE COST If IVR+\$0.15 | 30.15 | | ş | 2.214 | s | 5.574 | \$ 8.934 | \$ 12.294 |
| * Danotes fixed cost items for term of surgeoment all other costs are should be founded. | 9 | + all other cer | 40 200 | day cadt acca | 1 | | | |

* Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

| АСН | leten | Fee | Value | | Value | Value | Value |
|---|-------|-------|--------|--------|-----------|-----------|----------|
| ACH Variable Costs | | | \$ 100 | 100.00 | \$ 300.00 | \$ 500.00 | 5 700:0 |
| KUBRA Processing/Gateway Fee* | \$ | 0.150 | \$ 0. | 0.150 | \$ 0.150 | \$ | \$ 0.150 |
| ACH Processing Fee* | \$ | 0.05 | \$ | 0.05 | \$ 0.05 | \$ 0.05 | \$ |
| ESTIMATED TOTAL VARIBALE COST | | | \$ 0. | 0.200 | \$ 0.200 | \$ 0.200 | \$ |
| ESTIMATED TOTAL VARIBALE COST If IVR+\$0.15 | 0.15 | | \$ 0. | 0.350 | \$ 0.350 | \$ 0.350 | \$ |

Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

Card Association Interchange fees

http://usa.visa.com/merchants/merchant-support/interchange-reimbursement-fees.isp

https://usa.visa.com/content/dam/VCOM/download/merchants/visa-usa-interchange-reimbursement-fees-2016-april.pdf

6.1 PROCESSING COSTS (continued)

6.1.3 Cost Proposal 3: Processing fee paid by the City and/or Customer

Under this cost proposal, assume the contract awarded from this RFP will charge a convenience fee to the customers (with the exception of in-person payments and recurring Marina Boat Slip payments, as well as Utility Bills, which will be charged as direct costs to the City).

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown. You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description that includes any explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be duplicate the table below and continue numbering (Methodology 3A, 3B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through accepted or paid by the City or its customers.

As directed in the original RFP, in addition to the processing fee cost table(s) for this cost proposal, please describe expected changes in volume if the City paid payment processing fees for Utility Bill payments in addition to in-person payments and recurring Marina Boat Slip payments, and provide expected activity levels in a form similar to that in sections 3.1.6 and 3.1.7 (Excel table is not provided here).

Methodology 3A

| Methodology 3A | | | | | | | | | |
|-------------------------|--|-----------------|---------|---------|------------------|-----------|---------|-----------|---------|
| Bill Type/Source | Paid By | ्राष्ट्रहरूमा 🦠 | gan, - | IVR | Virtual Terminal | Recurring | Mobile | eCheck Ot | Offier: |
| In-Person (Various) | City | 0.15* | N/A | N/A | NA | N/A | A/N | | N/A |
| Mayor's Homeless Fund | Customer | \$1.95 | \$1.95 | \$1.95 | NIA | NA | \$1.95 | \$1.95 | |
| Utility Bill | City | 0.15* | 0.15* | 0.30* | 0.15* | 0.15* | 0.15* | 0.15* | |
| Billing and Collections | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | City (recurring); Customer (other). | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | 0.15* | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | Customer | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| | | | | | | | | | |

*Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Detailed pricing below and breakdown below

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| Bill TypelSource | Transaction Amount | गुज्ञहसूनग | Web | WR | Virtual Terminal | Recurring | Mobile | eCheck Ot | Other: |
|-------------------------|-----------------------|------------|---------|---------|------------------|-----------|---------|-----------|--------|
| In-Person (Various) | \$100.00 | \$ 2.06 | N/A | N/A | N/A | N.A. | N/A | ΝΆ | Ň/A |
| Mayor's Homeless Fund | \$100.00 | \$1.95 | \$1.95 | \$1.95 | N/A | NA | \$1.95 | \$1.95 | |
| Utility Bill | \$100.00 | \$ 1.19 | \$ 1.19 | \$ 1.34 | \$ 1.19 | \$ 1.19 | \$ 1.19 | \$0.20 | |
| Billing and Collections | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$100.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 2.06 | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |

6.1.3 Cost Proposal 3: Processing fee paid by the City and/or Customer (Continued)

| Transaction Amount | क्षित्रसम्बद्धाः | qe)h | WR | Virtual Terminal | Recurring | Mobile | sGreek | Other |
|--------------------|------------------|--|--|---|---|---|--|--|
| 00.000\$ | \$ 5.42 | | ΝΆ | AN | N/A | A/N | VIN | V IN |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | ŊÄ | N/A | \$1.95 | \$1.05 | S |
| \$300.00 | \$ 1.45 | € | | \$ | 4 | | | |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | - 1 | | |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 20.50 | |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | |
| \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| \$300.00 | \$ 5.00 | \$ 5.00 | 69 | 69 | 63 | | 4 | |
| 00'00£\$ | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | - 1 | 2.5 | |
| 3 60-20000000 | Translettion | Transcloid Instance \$300.00 \$ 5.42 \$300.00 \$1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 \$300.00 \$ 1.95 | .00 \$ 1.8 .00 \$ 1.8 .00 \$ 1.9 .00 \$ 1.9 .00 \$ 1.9 .00 \$ 1.9 .00 \$ 1.9 | 5.42 Web. WR 5.42 N/A N/A 5 \$1.95 \$1.95 6 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 5 \$1.95 \$1.95 | Met. Wet. WR VITALITATION .00 \$ 1.95 \$ 1.95 \$ 1.95 N/A .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 .00 \$ 1.95 \$ 1.95 \$ 1.95 \$ 1.95 | Metal Web NIA NIA Recurrent NIA .00 \$ 1.95 | 5.42 W/42 W/8 Vinual Terminal Recurring Recurring Mobile Mobile 5.42 N/A N/A N/A N/A N/A 5 \$1.95 \$1.95 N/A \$1.95 \$1.95 1.45 \$ 1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 \$1.95 \$1.95 \$1.95 \$1.95 \$1.95 5 | 5.42 W/eb W/A W/Italy Terminal Recurring Mobile eGneck 5.42 N/A N/ |

| | | | | | - | | | | |
|---|--------------------|--------------------|-----------------------|---------|------------------|-----------|---------|--|-----------------------------|
| Processing fee paid by the City and/or Customer on a \$500. | and/or Customer on | | 10 Transaction Amount | Ħ | | • | | | |
| | Transaction | | | | | | | AN ON THE PROPERTY OF THE PARTY | RESTRICTED RESERVED AND THE |
| Bill Type/Source | Amount | ्राप्ट्रभावन्त्रम् | Web | WR | Virtual Terminal | Recurring | Mobile | eCheck | Other: |
| In-Person (Various) | \$500.00 | 8.78 | | NA | N/A | NA | N/A | | NIA |
| Mayor's Homeless Fund | \$500.00 | \$1.95 | \$1.95 | \$1.95 | NA | N/A | \$1.95 | \$1.95 | |
| Utility Bill | \$200.00 | 1.71 | \$ 1.71 | \$ 1.86 | \$ 1.71 | s. | \$ 1.71 | \$0.20 | |
| Billing and Collections | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1,95 | \$1.95 | |
| Garage Sales | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$200.00 | 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 8.78 | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | \$500.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| | | 7 | | | | | | , , , | |

| Processing tee paid by the City and/or Customer on a \$700.00 | d/or Customer o | | ransaction Amount | ınt | | | | | |
|---|-----------------------|----------|-------------------|---------|------------------|-----------|---------|-----------|-------|
| Bill Type/Source | Transaction Amount | ्राज्यका | (Veb | IVR | Virtual Terminal | Recurring | Mobile | eCheck Ot | Other |
| In-Person (Various) | \$700.00 | \$ 12.14 | N.A | ŊÄ | N/A | NA | NA | | N/A |
| Mayor's Homeless Fund | \$700.00 | \$1.95 | \$1.95 | \$1.95 | N/A | N/A | \$1.95 | \$1.95 | |
| Utility Bill | \$700.00 | \$ 1.97 | \$ 1.97 | \$ 2.12 | \$ 1.97 | \$ 1.97 | \$ 1.97 | \$0.20 | |
| Billing and Collections | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Business License | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Ambulance Service | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Animal Care Licenses | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Garage Sales | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Boat Slips | \$700.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 12.14 | \$ 5.00 | G | |
| Harbor Rental Fees | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| | ! | | | | | | | | |

| | 1965 | | Ĺ | | | | | |
|--|-------|------------------|-----------|-----------------------|---------|--------|-----------|------------|
| The second of the second of the second secon | | ree | | Value | | Value | Value | Value |
| Card Variable Costs | | | Ş | 100.00 | \$ | 300:00 | \$ 500.00 | \$ 700.00 |
| KUBRA Processing/Gateway Fee* | ş | 0.150 | \$ | 0.150 | \$ | 0.150 | \$ 0.150 | \$ |
| Authorization Fee* | Ş | 0.045 | \$ | 0.045 | \$ | 0.045 | \$ 0.045 | \$ 0.045 |
| CARD Processing Fee* | \$ | 0.10 | \$ | 0.10 | γ۰ | 0.10 | \$ 0.10 | |
| Interchange % ** | | 1.55% | ❖ | 1.55 | . √> | 4.65 | \$ 7.75 | + 4 |
| Interchange Per Item ** | ❖ | 0.0695 | ⟨ \$ | 0.0695 | رب د | 0.0695 | \$ 0.0695 | , ,, |
| Association Authorization | \$ | 0.0195 | ş | 0.0195 | · | 0.0195 | \$ 0.0195 | , • |
| Association Assessments | | 0.13% | ۍ. | 0.13 | - V | 0.39 | \$ 0.65 | 1 • |
| ESTIMATED TOTAL VARIBALE COST | | | ₩ | 2.064 | · | 5.424 | \$ 8.784 | \$ 17 |
| ESTIMATED TOTAL VARIBALE COST If IVR+\$0.15 | 0.15 | | \$ | 2.214 | \$ | 5.574 | \$ 8.934 | \$ 12.294 |
| * Denotes fixed rost term of surgement all other contact the surgement to | 10000 | + all other cart | 30 | 7 -1-1: 0 m 4 m m m m | | | | |

cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

| ACH | Fee | Value | Value | Value | Value |
|--|------------------|------------------------|---------------------------|-----------|----------|
| ACH Variable Costs | | \$ 100.00 | \$ 300.00 | \$ 500.00 | 700.00 |
| KUBRA Processing/Gateway Fee* | \$ 0.150 | \$ 0.150 | \$ | · · | \$ 0.150 |
| ACH Processing Fee* | \$ 0.05 | \$ 0.05 | | | · · |
| | | + |) | , | c0.0 |
| ESTIMATED TOTAL VARIBALE COST | | \$ 0.200 | \$ 0.200 | \$ 0.200 | 0.200 |
| ESTIMATED TOTAL VARIBALE COST if IVR+\$0.15 | 1.15 | \$ 0.350 | Ş | s | |
| | | | | | |
| * Denotes fixed cost items for term of agreement all other costs and the second form | toon to location | t do tough name one of | The second facilities and | | |

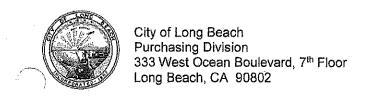
Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

| CARD / Utility bill | Fee | - | Value | Value | Value | oileV | |
|---|-----------|----------|--------|-----------|-----------|-------------|---|
| Card Variable Costs | | 101 | 100.00 | | 3.14 | 10 | |
| KUBRA Processing/Gateway Fee* | \$ 0.1 | 0.150 | 0.150 | \$ 0.150 | \$ | | |
| Authorization Fee* | \$ 0.0 | 0.045 \$ | 0.045 | \$ 0.045 | \$ 0.045 | . \$ | |
| CARD Processing Fee* | \$ 0. | 0.10 | 0.10 | \$ 0.10 | \$ 0.10 | \$ | 0.10 V/MC utility interchange are per item: the percentage |
| Interchange % | \$ | \$ | - | - \$ | ٠, ٠, | \$ | does not apply in the program: |
| Interchange Per Item^ | \$ 0.7500 | \$ 00 | 0.7500 | \$ 0.7500 | \$ 0.7500 | \$ | 0.7500 does not include deposits, chargehacks, declined anthe |
| Association Authorization | \$ 0.0195 | \$ \$6 | 0.0195 | \$ 0.0195 | \$ 0.0195 | \$ | 0.0195 Visa rate is \$0.75 (Commercial \$1.50) |
| Association Assessments | 0.1 | J.13% \$ | 0.13 | 68.0 \$ | \$ 0.65 | \$ | 0.91 and MC is \$0.65 (Commercial \$1.50) |
| ESTIMATED TOTAL VARIBALE COST | | • | 1.195 | \$ 1.455 | \$ 1.715 | \$ | |
| ESTIMATED TOTAL VARIBALE COST if IVR+\$0.15 | 0.15 | 3 | 1.345 | \$ 1.605 | \$ 1.865 | \$ 2.125 | |
| | | | | | | | |

* Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

^ Requires enrolment with Visa for Utility Interchange Program



Attachment A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

| I have rea | d, understand and agree to comply | with the terms a | and conditions | specified in this l | Request for |
|------------|-----------------------------------|------------------|----------------|---------------------|-------------|
| | Any exceptions MUST be docume | | | • | • |

| YES | X | NO | SIGNATURE | - KRM | | mandle plans / manufacture and a manufacture and |
|-----|---|----|-----------|-------|---|--|
| | | | | | , | |

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

| RFP SECTION NUMBER | RFP PAGE NUMBER | EXCEPTION (PROVIDE A DETAILED EXPLANATION) |
|--|--------------------|---|
| RFP Provisions | | |
| Section 12.19 Inventions | 14 . | KUBRA Services are provided as a SaaS (Software as a Service) and Generally KUBRA would continue to own any improvements or inventions arising from the Services. |
| Pro-Forma Agreement | Attachment B | |
| Section 5B self- insured retention or deductible | B-5 | KUBRA can provide notice of any deductibles or self-insured retention but the amount would not be subject to the advance approval of City. |
| Section 5C Insurance | B-5 | KUBRA's insurer would agree to give 30 day notice of non- renewal or cancellation but not reduction. KUBRA could provide advance notice of any reduction. |
| Section 5G modification to insurance coverage | B-6 | Any change in the requirements would be subject to the mutual approval of KUBRA |
| Section 6 Assignment and Subcontracting | B-6 | KUBRA should be able to assign the Agreement without consent in the event of a merger, sale of its assets or business, reorganization, etc. |
| Section 8 Materials | B-7 | The Contract should indicate that any expenses related to consumables or postage would be charged to the City. |

| Section 9 Ownership of Data | B-7 | These sections should indicate that although City data will remain the property of City, KUBRA will retain all title and all ownership rights, in and to all formats computer programs, specifications, etc. arising from the provision of services under the Agreement. |
|---|------|---|
| Section 10 Termination | B-8 | In the event that City terminated the Contract for convenience, KUBRA would expect 90 day notice rather than 30 days. |
| Section 11 Confidentiality | B-8 | The Agreement should also provide that subject to applicable law, City will keep KUBRA's confidential information confidential. |
| Section 13 Additional Costs and Redesign | B-8 | This section should be subject to the requirement that the performance issue was not the result of the actions or inaction of City. |
| Section 18 Indemnity | B-10 | KUBRA is generally indemnified under its contracts for claims arising out of the provision of the contracted services if the claim is not a result of KUBRA's breach of the Contract or negligence. KUBRA generally requires a cap on its liability equal to 6 months service fees. |
| Additional comments | | The Contract should include a force majeure clause |



City of Long Beach Purchasing Division 333 West Ocean Boulevard, 7th Floor Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

RBU LAJ 8/12/1

Authorized signature and date

R. Braden Short, Vice President

Print Name & Title



City of Long Beach Purchasing Division 333 West Ocean Boulevard, 7th Floor Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

| KUBRA America West, Inc. Business/Contractor/Agency | | |
|---|---|-----------|
| R. Braden Short Name of Authorized Representative | Vice President Title of Authorized Representative | PARAMA |
| RBM ASSIGNATURE OF Authorized Representative | | r20141001 |



City of Long Beach Purchasing Division 333 West Ocean Boulevard, 7th Floor Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:

2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and

Coverage sections of rules implementing Executive Order 12549.

3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment —Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.

2. The City of Long Beach checks the <u>System for Award Management at www.sam.gov</u> to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.

3. If your business is in compliance with the conditions in the form, please have the appropriate

person complete and sign this form and return with your bid/proposal/agreement.

4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.

5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.

6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12.11.13

Form W=9

(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| intern | Revenue Service | | |
|---|---|---|--|
| | Name (as shown on your income tax return) | | |
| | KUBRA AMERICA WEST INC. | | |
| ري دي | Business name/disregarded entity name, if different from above | | the state of the s |
| Print or type Specific Instructions on page 2. | Check appropriate box (or federal (ax classification): Individual/sole proprietor C Corporation S Corporation Partnership Trust Umited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Other (see instructions) Address (number, street, and opt. or suite no.) | · | Exemptions (see instructions): Exempt payee code (if any) Exemption from FATCA reporting code (if any) and address (optional) |
| ` ` | group group of the contract of the property of the contract o | ester a name a | ino appress (obilonal) |
| S | 14105 S. NORMANDIE AVE | | |
| See | e katar a lekit i witter i dawara ku tiri | | |
| (C) | GARDENA, CA 90249 | | |
| South Control | List account number(s) here (optional) | | The second secon |
| 2 | | | |
| Enter | our TIN in the appropriate box. The TIN provided must match the name given on the "Name" line | Social sec | urity number |
| resid∈ entitic | d backup withholding. For individuals, this is your social security number (SSN). However, for a it alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> page 3. | | |
| Note numb | If the account is in more than one name, see the chart on page 4 for guidelines on whose it to enter. | Employer | dentification number |
| Pari | [Certification | | |
| Unde: | penalties of perjury, I certify that; | *************************************** | V = 4/19 |
| 1. The | number shown on this form is my correct taxpayer identification number (or I am waiting for a num | ber to be iss | sued to me), and |
| 2 La Se | not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have lice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divis- onger subject to backup withholding, and | e not been n | otified by the Internal Revenue |
| | a U.S. citizen or other U.S. person (defined below), and | | |
| 4. The | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co | rrect. | |
| Certification of the contract | cation instructions. You must cross out item 2 above if you have been notified by the IRS that you if you have failed to report all inferest and dividends on your tax return. For real estate transactions paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individends, you are not required to sign the certification, but you long on page 3. | are currently, item 2 doe | s not apply. For mortgage |
| Sign Herr | Signature of U.S. porson b | Feb. 1 | 2,2015 |
| | | | Martinals and properties in commercial |

Ger eral Instructions

Section references are to the internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments effecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you in yments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandenment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (Including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1, Certily that the TIN you are giving is correct (or you are waiting for a number to be lessed).
- 2. Certify that you are not subject to backup withholding, or
- 3. Caim exemption from backup withholding if you are a U.S. exempt payes, if applicable, you are also centlying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign pertners' share of offectively connected income, and

 Certify that FATGA code(s) enfored on this form (if any) indicating that you are exempt from the FATGA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For lederal tax purposes, you are considered a U.S. person if you are:

- * An individual who is a U.S. citizen or U.S. resident allen,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- * A comestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade of business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Furtner, in pertain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a toreign person, and pay the section 1446 withholding fax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Attachment F

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

| Printed Name: R. Braden Short | Title: Vice President |
|-------------------------------------|-----------------------|
| Signature: RRULA | Date: 8/12/16 |
| | |
| Business Entity Name: KUBRA America | West, Inc. |

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

| | KUBRA America West, Inc. | Federal Tax I | D No. |
|-----------------------|---|--------------------------------|--|
| | 14105 S. Normandie Ave. | | and the state of t |
| City: Gar | dena | _State:_ <u>CA</u> | ZIP: 90249 |
| Contact F | Person: Greg Weeks | Telephone: 8 | 00-766-6616 |
| Email: gr | eg.weeks@kubra.com | Fax: 905-624 | 1-2886 |
| | | | |
| Section 2 | . COMPLIANCE QUESTIONS | | |
| A. | The EBO is inapplicable to this Cono employees. Yes X | intract becaus | e the Contractor/Vendor has |
| В. | Does your company provide (or many employee benefits? X Ye | ake available | at the employees' expense) |
| | (If "yes," proceed to Question C. does not apply to you.) | if "no," procee | d to section 5, as the EBO |
| O. | Does your company provide (or many benefits to the spouse of an e X Yes No | | at the employees' expense) |
| Ď. | Does your company provide (or many benefits to the domestic partn | | |
| | X Yes No (If you ans proceed to section 5, as the EBO answered "yes" to both Question Syou answered "yes" to Question C section 3.) | is not applicate C and D, plea | ole to this contract. If you are continue to Question E. If |
| <u>já</u> L | Are the benefits that are available the benefits that are available to the X_YesNo | | |
| | (If "yes," proceed to section 4, as continue to section 3.) | you are in con | npliance with the EBO. If "no, |
| | | | |

Section 3. PROVISIONAL COMPLIANCE

| A. | the following date: |
|--------------------------------------|---|
| | By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or |
| | At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or |
| | Upon expiration of the contractor's current collective bargaining agreement(s). |
| B. | If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.) |
| Section 4 | REQUIRED DOCUMENTATION |
| Oity to pro your plans | issuance of purchase order or contract award, you may be required by the ovide documentation (copy of employee handbook, eligibility statement from a insurance provider statement, etc.) to verify that you do not discriminate in ion of benefits. |
| Section 5. | CERTIFICATION |
| foregoing By signing Equal Ber | inder penalty of perjury under the laws of the State of California that the is true and correct and that I am authorized to bind this entity contractually, this certification, I further agree to comply with all additional obligations of the lefits Ordinance that are set forth in the Long Beach Municipal Code and in of the contract of purchase order with the City. |
| Executed | this 12th day of August 20 16 at Mississauga ON |
| Name_R. | Braden Short Signature RBM |
| Title Vice | President Federal Tax ID No. |

Business Entitles (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search Processing Times Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources Tax Information Starting A Business

Customer Alerts

- Business Identity Theft
 Misleading Business
 Solicitations



Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, July 08, 2016. complete or certified record of an entity.

Elections

| Entity Name | KUBRA AMERICA WEST, INC. |
|-----------------------------|--|
| Entity Number | ₩ C2268124 |
| Date Filed: | 1D/2D/2D00 |
| Status: | ACTIVE |
| Jurisdiction: | CALIFORNIA |
| Entity Address: | 214 NORTH TRYON STREET, HEARST CORPORATION |
| Entity City, State, Zip: | CHARLOTTE NC 26202 |
| Agent for Service of Proces | C T CORPORATION SYSTEM |
| Agent Address | 818 WEST SEVENTH ST STE 930 |
| Agent City, State, Zip. | LOS ANGELES CA 90017 |

Indicates the information is not contained in the California Secretary of State's database.

- . If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code
- · For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information R
- · For help with searching an entity name, refer to Search Tips.
- · For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Modify Search New Search Printer Friendly Back to Search Results

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Section A | Introduction

Include any introductory remarks deemed appropriate. Briefly discuss such topics as company background, management, facilities, staffing, related experience, and financial stability.

KUBRA was formed in 1992 and our first product was outsourced invoice printing and mailing services. We initially focused on the commercial and distribution verticals where we printed and mailed invoices, statements, and reminder notices for a number of organizations. We developed our own composition software internally to receive and render documents for print production. Over the years, we have expanded our product line to include a document archival/retrieval solution as well as full e-bill presentment and payment services to meet the demands of the government, home services, insurance, and finance industries.

On September 3, 2014, the Hearst Corporation announced the acquisition of an 80% stake in KUBRA. This acquisition provides us the opportunity to take on a number of new initiatives and enables us to make significant investments in our core solution platforms and support infrastructure to better support our clients and our partners going forward. Hearst brings 127 years of knowledge and financial strength generating in excess of \$12 billion in annual recurring revenue. KUBRA operates as an independent unit under Hearst.

As a subsidiary of Hearst, KUBRA has the opportunity to accelerate our own acquisition strategy which started with the acquisition of iFactor in January 2016. With this strategic acquisition, KUBRA gained a complete suite of customer communications products that includes utility maps, mobile apps, automated alerts, and preference management tools. Our integrated platform provides a highly efficient, technologically-advanced solution that meets the current demands of our clients and carries them well into the future. Our robust solution stack is built on an integrated, modular model, which allows our clients to select an initial set of features upon which to build over time. KUBRA now offers the most complete and integrated suite of cloud-based solutions available making us the leading customer experience management solution provider in the market today. That's why over 550 organizations across North America trust KUBRA to be their customer experience partner.

The diagram below outlines our combined solution offering.



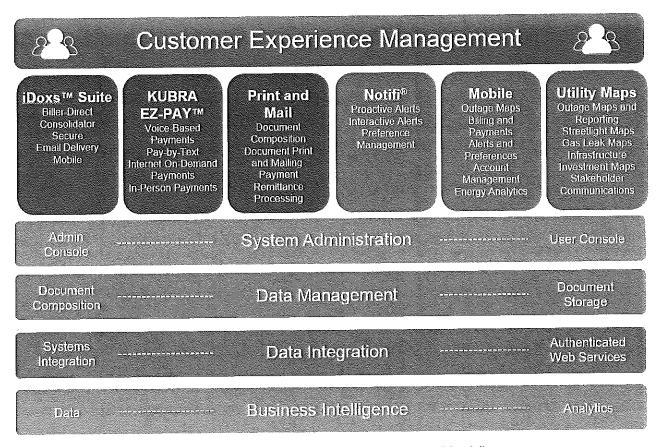
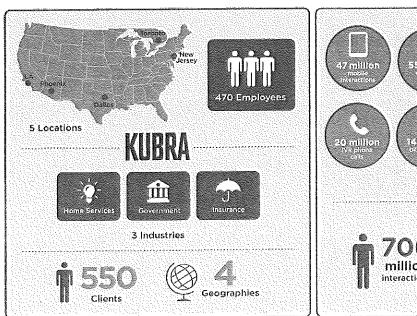


Figure 1: KUBRA's Integrated Solution Set (Confidential)

Our total customer experience management solution suite provides features for nearly every aspect of a customer's interaction with you. From bills and payment processing, to interactive maps and mobile applications, we can help your customers experience a unified presence across whatever communication channels they choose. Because we take a modular view, you are free to select solutions that make sense today and then leverage additional modules when it makes sense for you.

As a company, we are also ramping up opportunities to collaborate across the Hearst family of companies. With more than 150 businesses touching consumers in areas as diverse as television, print, digital advertising, and investment ratings, this family of companies brings a wealth of opportunity for us to derive more value for our utility clients. We already have pilot programs active to leverage digital advertising capabilities from Hearst as a way to allow clients to offset convenience fees, and we continue to look at partnership possibilities with other Hearst Media companies that could bring mutual benefit to our clients in shared markets.

KUBRA by the Numbers



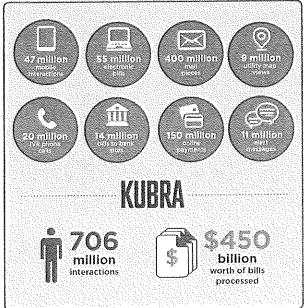


Figure 2: KUBRA by the Numbers (Confidential)

With 470 employees, KUBRA is a financially stable organization that has almost doubled its revenue over the past few years. KUBRA is an independent unit of the Hearst Corporation, one of the nation's largest diversified media and information companies, which speaks to KUBRA's financial standing and backing.



Section B | Company Overview

1. In this Section please describe your company ownership and structure.

On September 3, 2014, the Hearst Corporation announced the acquisition of an 80% stake in KUBRA. This acquisition provides us the opportunity to take on a number of new initiatives and enables us to make significant investments in our core solution platforms and support infrastructure to better support our clients and our partners going forward. Hearst brings 127 years of knowledge and financial strength generating in excess of \$12 billion in annual recurring revenue. KUBRA operates as an independent unit under Hearst.

2. Identify any companies that provide services directly to your organization, which are mission-critical to the delivery of the services referenced in this RFP.

One of KUBRA's key differentiators is that we do not utilize subcontractors for any of our product lines. All services will be provided by KUBRA under one comprehensive contract.

Provide a summary of any unique expertise, products or services that distinguish your organization.

Key differentiators that distinguish KUBRA from our competition and make us the ideal business partner include:

- Government/Utility Experience A strong track record in providing similar services to similar clients such as San Francisco PUC, SMUD, Eastern Municipal Water District, Contract Costa County, Riverside Public Utilities, and more means the City can count on us to meet your service and support requirements.
- Mobile Payment & Billing Solutions Built and integrated on the same technology platform, these include responsive web design, optional mobile app, and 2-way SMS messaging.
- Pay bills at 7-11 or CVS (Optional payment channel) KUBRA also provides a solution which allows your unbanked and underbanked customers to pay bills with cash at local retailers such as 7-11 and CVS. Further details and pricing are included in Appendix B of the separately provided Cost Proposal.
- Pay bills through indoor/outdoor kiosks @ the City of Long Beach (Optional payment channel) KUBRA also provides a kiosk solution to divert In-Person Payments away from a live City of Long Beach employee. Further details and pricing are included in Appendix C of the separately provided Cost Proposal.
- Real-Time Payment posting to your backend systems with our flexible web services provides immediate notification of payments to the City. KUBRA has extensive experience working with Oracle CC&B in the utility industry.
- Migration Experience We have completed over 50 migration projects in the past five (5) years and with that experience come best practices and expertise. KUBRA will ensure minimal impact to your existing enrolled client base and the privacy of their data.



- Integration Capabilities KUBRA provides multiple deployment options depending on our clients' desired needs. Our solution supports a standalone model fully hosted by KUBRA or integration with existing client solutions to provide payment processing capabilities.
- Next day funds availability with extended cut-off timelines (up to 7:00 p.m. PT)
- Scale & Resources KUBRA powers 55 million enrolled end-user accounts and processes over 150 million e-payments per year. Our solution is scalable and we maintain a 50% capacity output level to allow for additional volume and redundancy.
- Data Security & Privacy KUBRA's facilities, processes, systems, and applications are designed to protect the availability, integrity, and confidentiality of automated information and the resources used for its collection, storage, processing, and transmittal. The transmission and storage of your data is protected by state-of-the-art firewall software, data integrity audits, intrusion detection, data encryption, and password secure application access. We are PCI Level 1 certified and SAS70/SSAE 16 compliant.
- Enterprise Reporting & Tracking KUBRA's enterprise application enables the City to source a singular and unified display of all customer account activity and transactional payment details across payment channels, types, and status. All features are available within a common reporting, tracking, and management console.
- Reliability & Experience With proven performance and support for over 24 years with 99.9% uptime metrics with four unified operation centers across North America, we are dedicated to providing our customers a solution that meets their needs and the needs of their customers. We will continue to advance our product to achieve the highest levels of usability.
- Innovative & Technology Focused We are ranked by Deloitte as one of the 500 fastest growing technology companies in North America.
- Targeted Marketing & Messaging Our advanced targeted marketing applications enable you to weave e-inserts, text, and online graphical messages across all e-billing touch points including the e-bill site, detail bill, e-mails, etc. using our powerful customer segmentation tools.
- Consolidated Electronic Remittance Our electronic remittance add-on module can provide you with a consolidated feed specific to all of the pay-any-one networks. KUBRA can capture this file (direct contracts with all networks); provide it in the existing remittance file; populate the data into the payment warehouse for reporting, tracking, and presentment; and, eliminate an additional remittance feed and process.
- **Complete Solution** As the only vendor that provides print/mail, e-billing, notification, and payment services with the latest functionality we deliver the best overall solution of any vendor at the lowest overall cost.
- Adoption Marketing KUBRA has a comprehensive set of adoption marketing support services that assists billers in achieving above-average paperless billing rates. Services include paper-based marketing campaigns, call center scripting, third party events/contest, environmental partnerships, and tracking/reporting support.



Section C | References

Please provide information requested in Section 5, Company Background and References.

5.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

5.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/). (See Attachment G)

KUBRA is an independent unit of the Hearst Corporation, one of the nation's largest diversified media and information companies. We were incorporated in the State of California on October 20, 2000 under entity number C2268134.

| Entity Name: | KUBRA AMERICA WEST, INC. |
|-------------------------------|--|
| Entity Number: | C2268134 |
| Date Filed: | 10/20/2000 |
| Status | ACTIVE |
| Jurisdiction: | CALIFORNIA |
| Entity Address: | 214 NORTH TRYON STREET, HEARST CORPORATION |
| Entity City, State, Zip: | CHARLOTTE NC 28202 |
| Agent for Service of Process: | C T CORPORATION SYSTEM |
| Agent Address: | 818 WEST SEVENTH ST STE 930 |
| Agent City, State, Zip: | LOS ANGELES CA 90017 |

Figure 3: CA Secretary of State Registration (Confidential)



5.1.2 Location of the company offices.

KUBRA maintains operations at the following locations throughout North America:

CA Headquarters 14105 S. Normandie Ave.

AZ Facility 40 E. Rio Salado Pkwy. Suite 535

955 Freeport Pkwy. Suite 200 Coppell, TX 75019

TX Facility

NJ Facility 30 Knox Dr. Piscataway, NJ 08854

Gardena, CA 90249

Canada Facility 5050 Tomken Rd. Mississauga, ON L4W 5B1

Tempe, AZ 85281

5.1.3 Location of the office servicing any California account(s).

TX Facility 955 Freeport Pkwy., Suite 200 Coppell, TX 75019

5.1.4 Number of employees both locally and nationally.

KUBRA has 470 employees. We currently have 14 employees in our Gardena facility that supports outsourced document printing/mailing. We have no employees residing in Long Beach.

5.1.5 Location(s) from which employees will be assigned.

Employees from our Dallas, TX and Mississauga, ON offices will be assigned to the City's project.

5.1.6 Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

Greg Weeks Manager, Regional Sales 5050 Tomken Road Mississauga, ON L4W 5B1 P: 800.766.6616 / 230 M: 416.896.4671



5.1.7 Company background/history and why Contractor is qualified to provide the services described in this RFP.

Recognized as the #1 market share leader in e-payments, e-billing, and self-service solutions with feature-rich functionality and established best practices all powered by one common technology platform, KUBRA can deliver a complete and fully integrated solution that supports all requirements of this RFP.

KUBRA maintains relentless focus on its clients' needs and commitment to providing premier customer care and state-of-the-art product offerings. KUBRA provides City of Long Beach with an experienced partner with a secure, state-of-the-art document production, e-billing, and payment platform. With **five (5)** facilities across North America, **750** million online documents composed and stored, **400** million first class mail pieces, **150** million e-payments, **55** million e-bills delivered, **11** million alert messages, and **47** million mobile interactions annually, you can have the confidence in KUBRA's experience and track record.

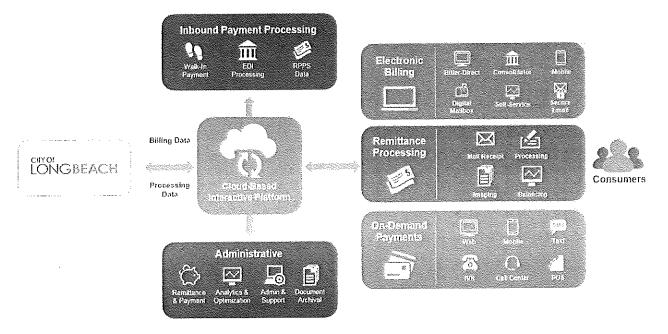


Figure 4: KUBRA's Integrated Solution Set (Confidential)

We are proud to serve **185** North American utilities spanning municipal, water, electric, and gas utility clients, including **58** of the top **100** gas and electric utilities in the US.

KUBRA has extensive <u>experience working with Oracle CC&B</u> in the utility industry. Past examples of work include current partners Duke Energy/Progress Energy, Tucson Electric Power, Cal Water, New Jersey Natural Gas, San Jose Water, Rappahannock Electric, Laclede Gas, Contra Costa County, Toronto Hydro, and South Jersey Gas.



Our experience with CC&B covers document processing, electronic bill presentment, payment and integration.

KUBRA also has <u>experience supporting iNovah cashiering systems</u> with regional clients such as Contra Costa County and Riverside Public Utilities.

5.1.8 Length of time Contractor has been providing services described in this RFP to the <u>public and/or private sector</u>. Please provide a brief description.

With over 24 years of experience, KUBRA has a proven track record in providing e-payment solutions as evidenced by the numerous accounts that we support. Following is a high-level history of our advances in e-commerce.

- 1995 Our first e-commerce solution supporting EDI translation and delivery services was introduced. We marketed this product directly to the commercial/distribution industries. We supported translation of legacy data to EDI formats and supported direct connections to multiple EDI VANS.
- 1999 We released our first internet-based e-billing product to the North American marketplace. The solution was built on the Bluegill platform (subsequently purchased by CheckFree) and supported the Biller-Direct e-billing model with full capabilities including online bill presentment and payment.
- 2001 We introduced our first e-bill product that was built from the ground up on KUBRA technology – iDoxs™ Suite. This product not only supported the Biller-Direct model, but also the e-bill consolidator channels.
- 2004 We introduced our first one-time non-enrolled e-payment solution (IVR, Call Center, Internet) for quick one-time payments across multiple payment types with both convenience fee and non-convenience fee configurations.
- 2005 We introduced secure e-mail delivery or a new PUSH e-bill delivery model. This was built into the iDoxs Suite as a module.
- 2010 We introduced our mobile e-billing suite and our first Interactive Outbound Messaging solution.
- 2011 We developed our text solution that supports 2-way SMS messaging with payments options with certification across all networks.
- 2016 We acquired iFactor adding communication and outage management solutions to our suite.



5.1.9 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Greg Weeks will serve as the primary contact assigned to the City during the contracting phase. Greg is the Manager, Regional Sales and has worked with KUBRA for the past 20 years. Greg has been focused on the government and utility markets within the western region of the U.S. for the past 14 years and has a tremendous amount of experience working in a consultative role with public agencies. Greg brings a significant amount of experience to the table for all components of the proposed services.

Immediately upon award, KUBRA will assign a Client Services team (CSt) for the life of your relationship with KUBRA. This team has extensive experience within the payment industry and its members will have, on average, 7-10 years of experience within their fields.

A Project Manager will be assigned for the implementation of your project as well as any subsequent projects that may be implemented during the contract period. Supporting the Project Manager will be the CSt Technical Lead. The Technical Lead will be responsible for maintaining the relationship between KUBRA and the City by serving as a client advocate for project questions and operational issues as well as working with the City's and KUBRA's implementation teams to ensure timely delivery of the solution. Managing the entire relationship for the City will be your KUBRA Client Relationship Manager. The CRM's core focus will be to serve as the primary contact and internal advocate to direct resources and activities within the KUBRA organization. The CRM will be available to meet and discuss performance regularly at the request of the City and will have ultimate accountability for strategic client relationship management. This unique approach ensures you have continuity of personnel and knowledge transfer to provide a more comprehensive and optimized method of interacting with KUBRA today, tomorrow, and well into the future.

Below is a list of the personnel that KUBRA anticipates assigning to the City's account as part of your CSt during the implementation and who will be involved with on-going maintenance as well.

- Greg Weeks, Manager Regional Sales
- Tara Mondelli, Director of Client Relations
- Tony Dilorio, SVP of Service Delivery
- Braden Short, VP of North American Sales & Client Relations
- Nish Bandara, Director of Client Services
- Muhammad Kazmi, Manager, Client Solutions
- Sam Siddiqui, Project Manager



- Monica Pop, Sr. Programmer
- Chris Campbell, IT Developer

Due to privacy concerns, detailed, full-length resumes for our personnel are considered confidential and are not released in public forums such as RFP responses. However, high-level example resumes listing the qualifications and experiences of key personnel that will be assigned to the City's account is provided below.

| Name | Position | Degrees/Experience | |
|--------------|--------------------|--|--|
| Sam Siddiqui | Project Manager | Considerable knowledge in the analysis, design, and re-engineering of systems applications and business processes | |
| | | Experience in the documentation of system and business requirements and specifications | |
| | | Extensive knowledge in creating step-by- step technical and user manuals, design and development of user and test-case scenarios, and root-cause analysis | |
| | | Ability to develop test plans, conduct user testing, training, and implementation of new processes and technology | |
| | | Exceptional problem solving and sound decision making capabilities | |
| | | Recognized by associates for quality of data, alternative solutions and confident, accurate decision making | |
| | | Extensive experience in all MS office and project management software, MS windows operating systems, designing and implementing web-enabled and enterprise client/server applications with various software tools in various architectures | |
| | | ■ PMI certified | |
| | | Content management via ERP systems/SQL databases, operations and deployment cross asset, cross region | |
| | | Gathers and documents business and functional requirements | |



| | | On-going operational support liaison/Application end user training for new and current users |
|--------------|---------------------------------|--|
| | | Leads meetings involving content publishers, development heads, business managers and key stakeholders |
| | | Works closely with IT architects and Support Teams and helps in the technical analysis of solutions |
| | | Works closely with QA teams and helps in the execution of test plans for major release cycles |
| | | Average Tenure at KUBRA: 7 Years |
| Nish Bandara | Nish Bandara Manager, Client | Familiar with Relational Database Design using Microsoft SQL Server |
| | Solutions | Systems Modeling Using MS Visio |
| | | ■ Familiar with SDCL practices |
| | 1 | ■ Created Logical models using Erwin 4.0 |
| | | ■ Networking – LAN, WAN, TCP/IP |
| | | Microsoft Office Suite including 7+ years' experience with Excel, Word, Outlook |
| | | Active Directory |
| | | Strong leadership, organizational, time management, and customer service skills |
| | | Strategic Analysis and Feasibility Assessment Report for Retailer |
| | | Performed Economic and Market Research to identify key threats, emerging trends, and potential profit areas for company |
| | | Analyzed key processes within the company and re-designed those processes along with the information systems to make operations more effective |
| | | Evaluated budgets to determine feasibility of new systems within the current work environment |
| | | Average Tenure at KUBRA: 9 Years |



| Monica Pop | Senior Programmer | Extensive experience (11 years) in structural and object-oriented programming in C/C++ and Visual CC++ |
|----------------|----------------------|---|
| | | Experience in developing web oriented applications including Java, AWT, JSP, JavaScript, JDBC, etc.) |
| | | Four years modeling and developing client- server and N-tier architecture based on COBRA |
| | | Experience in development of multi- threaded and real-time systems |
| | | Communication and Internet protocols |
| | | Voice compressions and modern communications |
| | | Detailed oriented with strong team leadership skills combined with the ability to work individually |
| | | ■ Strong analytic skills |
| | | Designs and develops HTML, JavaScript, JSP, Java Servlets and Java EJB to provide a web interface |
| | | Debugging, regression testing, and fixing defect notifications in JSPs, Java EJB, Java Servlets and IBM DB2 stored procedures |
| | | Designs and implements software packages Average Tenure at KUBRA: 9 Years |
| Jonathan McKee | IT Developer | Proficient in a programming (C#, VB.NET, ADO.NET, C, C++, VB, ADO, COBOL, OOP, Java) |
| | | Analysis and Design (SDLC, Data/Process, Modeling, Feasibility, I/O Design & Prototyping) |
| | | Web Development (ASP.NET, ASP, JSP, JavaScript, HTML, XHTML, CCS, XML, XSL) |
| | | Databases (SQL, Server 2000 (SQL, Transcript-SQL), Oracle 8/9i (SQL*Plus/PL- SQL) |



| | | Networking (Active Directory, DHCP, DNS, SMTP, TCP/IP, Novell NetWare 5.x) | | |
|---------------|---|--|--|--|
| | | Operating Systems (Windows 95, 98, 2000, XP, 7, Windows 2000/2003 Server UNIX) | | |
| | | Miscellaneous (MS Office, Crystal Reports, IIS5.X/6.0, Flash) | | |
| | | Provides technical support for customers on WIN and MAC platforms | | |
| | | Guides installations of internet software and DSL Modems | | |
| | | Assists in establishing new connections and troubleshoots existing ones | | |
| | | Provides support and introduces new features | | |
| | | Assists in creating/updating FAQs | | |
| | Assists agents with difficult or ambiguous situations | | | |
| | | Average Tenure at KUBRA: 10 Years | | |
| Tara Mondelli | Director, Client | Ten years of customer service within the public and private sectors | | |
| | Relations | Responsible for account management | | |
| | | Ensures client changes are completed effectively | | |
| | | Responsible for aiding, improving and expanding relationships with existing clientele | | |
| | | Acts as a liaison between the client, IT, Programming and Production/Operations Departments | | |
| | | Proficient in Microsoft Word, Excel, Power Point, Outlook | | |
| | E. | Acts as main point-of-contact for high priority accounts | | |
| | | Maintains relationships with upper management (VPs and Directors) in key departments (Marketing, Customer Service, Finance IT, etc.) | | |



| | IS | Works extensively to research and resolve internal, client-related, production, and operational issues in an effective and timely manner |
|---|----------|--|
| , | 整 | Prioritizes all client-related work orders via the Change Management Process. |
| | F | Holds regular meetings with Client Development and various departments within IT to maintain the Work Order Prioritization Spreadsheet |
| | 15 | Conducts user training as it relates to file transmission, insert specifications/guidelines, e-bill and Change Management |

5.1.10 Provide an audited financial report including financial history for the past five years.

KUBRA is not a publicly-traded company. KUBRA is an independent unit of the Hearst Corporation, one of the nation's largest diversified media and information companies, which speaks to KUBRA's financial standing and backing.

To protect the confidentiality of our financial information, the requested statements have been couriered separately from our Finance Department to the attention of Michelle King.

| Ę | 43 | Subconfractor | Information |
|-----|----|--|--|
| 2.3 | 1 | ************************************** | THE SCHOOL SECTION AND ADDRESS OF THE SECTION ADDRESS OF THE SECTIO |

| 5.2.1 | Does this proposal include the use of subcontractors? | | | | | |
|-------|---|---|-----------------------|---|--|--|
| | Yes | parameter (1980) | NoX | Initials_&3 | | |
| | If "Yes", | Contractor r | must: | | | |
| • | 5.2.1.1 | 5.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services. | | | | |
| | 5.2.1.2 Provide the same information for any subcontractor indicated in Section 9.1 for the Contractor as prima | | | for any subcontractors as is Contractor as primary contractor. | | |
| | 5.2.1.3 | References as specified in Section 5.3 below must also be provided for any proposed subcontractors. | | | | |
| | 5.2.1.4 | payment o | of any subcontractors | led Contractor provide proof of used for this project. Proposals shall will be notified of such payments. | | |



5.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

No subcontractors are required with the KUBRA offering for the scope of this RFP.

5.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years.

Information provided shall include:

- Client name;
- Project Description;
- Service dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
 and.
- · Client project manager name, telephone number, and email address.

Reference #1:

Contra Costa County

Vertical Market:

Government

Location:

Martinez, CA

Project Name:

iDoxs Suite Utility Edition (e-Billing and Self-Service Platform)

Project Description:

KUBRA processes 70,000+ online payments per year. In addition,

KUBRA composes and provides a print ready file for

approximately 1,200,000 bills and notices per month and provides

document archival of almost 1 million online documents for

internal and external access.

Service Dates:

October 2013 Implementation to present (Currently a client)

Technical Environment:

iNovah is utilized as the cashiering system; CIS = County Land

Information System (LIS)

Client PM Contact:

Brice Bins (Chief Deputy Treasurer/Tax Collector) - Not the PM

but very involved w/KUBRA

(925) 957-2848

brice.bins@tax.cccounty.us

Reference #2:

Riverside Public Utilities

Vertical Market:

Municipal Utility

Location:

Riverside, CA

Project Name:

iDoxs Suite (e-Billing and Self-Service Platform) and iConnect™

(e-Bill Distribution to Fiserv and FIS)

Project Description:

KUBRA supports 98,000 + enrolled e-bill users, processes

16,700+ online payments per month across enrolled subscribers, and delivers 2,000 + e-bills into Fiserv and FIS per month. In



addition, KUBRA processes 8,600 + EZ-PAY™ payments per

month.

Service Dates:

2005 to date (Current client)

Technical Environment:

iNovah is utilized as the cashiering system; CIS = Systems &

Software

Client PM Contact:

Yenise Peoples

(951) 826-5296

ypeoples@riversideca.gov

Reference #3:

Eastern Municipal Water District (EMWD)

Vertical Market:

Municipal Utility

Location:

Perris, CA

Project Name:

Client has implemented multiple projects over the course of the

relationship

Project Description:

KUBRA services for EMWD include iMail™ (document

composition, print, and mail), iDoxs Platform (document archival), iDoxs Suite (e-billing and self-service platform), and iConnect (e-bill distribution). We currently compose, print, and mail approx. 150,000 bills, notices, and letters per month and archive 36+ months of all online documents for internal and external access. KUBRA solutions also support the management of over 45,000 online subscribers and distribution of 7,000 bills per month to Fiserv/FIS channels and the processing of over 46,000 online payments monthly through the IVR, web, and enrolled channels.

Service Dates:

February 2011 to Aug 2016 (Client has implemented multiple

projects over the course of the relationship)

Technical Environment:

CIS = Ventyx

Client PM Contact:

Casandra Maiben, Sr. Business System Analyst

(951) 928-3777 ext. 4272 maibenc@emwd.org

Reference #4:

Sacramento Municipal Utility District (SMUD)

Vertical Market:

Municipal Utility

Location:

Sacramento, CA

Project Name:

Migration to KUBRA

Project Description:

KUBRA already provided many of the above noted services (Since 2004) via a partner and in 2014 the project commenced to migrate all services away from the partner and over to KUBRA via

a direct contract. The services included:

• iDoxs Suite (e-Billing and Self-Service Platform)

KUBRA EZ-PAY (One-time On-demand Payments)

iMail (Document Composition, Print, Mail)



Service Dates:

January 2014 - September 2015 - Migration to KUBRA (services

noted above)

Technical Environment:

SAP CIS; KUBRA also be worked with SMUD to integrate with their SAP ERP application and their online customer portal

initiative via our single sign on (SSO) feature (common set of User

IDs and Passwords).

Client PM Contact:

Terri Chapin (Technology Management)

(916) 732-5087

terri.chapin@smud.org

Reference #5:

San Francisco Public Utilities Commission (SFPUC)

Vertical Market:

Municipal Utility

Location:

San Francisco, CA

Project Name:

Phase 1: New Biller-Direct Site and SSO

Phase 2: EZ-PAY and Retail Cash Payments

Project Description:

KUBRA supports and processes 50,000+ monthly payments and

distributes and consolidates 15,000 Fiserv bills and

payments/month. KUBRA also supports 18,000+ monthly invoice views with a current e-bill adoption rate of 25+%. Currently implementing Phase 1: New Biller-Direct Site and SSO and then work will commence on Phase 2: EZ-PAY and Retail Cash

Payments.

Service Dates:

June 2015 project started and is scheduled to go live in August 2016; Client has utilized KUBRA since 2004 and recently signed 5

year contract to continue services.

Technical Environment:

CIS = Oracle CC&B; Current implementation includes Single Sign

Or

Client PM Contact:

Marge Vizcarra, Customer Services Director (Not the PM but very

involved)

(415) 551-4707

mvizcarra@sfwater.org



5.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business license.

Understood. KUBRA will obtain all necessary licenses in order to conduct business with the City of Long Beach. Please note that KUBRA has a facility in Gardena, CA and is currently registered with the California Secretary of State under entity number C2268134.



Section D | Contractor Requirements

Include a precise statement as to your compliance or exception to each of the four requirements sections as specified in Section 3, Project Scope. Responses are required for each on the following Sections:

3.3 SERVICE REQUIREMENTS

3.3.1 The selected Contractor will be an authorized agent of the City for the purpose of providing credit card, debit card, and eCheck processing services.

Confirmed. KUBRA will be the sole provider of credit card, debit card, and e-check processing services for the City. No portion of our solution will be subcontracted.

3.3.2 The Contractor shall have proven work experience in relation to business processes, in order to improve the framework with which the City constructs and deploys its payment processing solutions.

Confirmed. Recognized as the #1 market share leader in e-payments, e-billing and self-service solutions with feature-rich functionality and established best practices all powered by one common technology platform, KUBRA provides the City with an experienced partner with a secure, state-of-the-art document production, e-billing, and payment platform. With five (5) facilities across North America, 150 million e-payments, 55 million e-bills delivered, 11 million alert messages, 47 million mobile interactions, 750 million online documents composed and stored, and 400 million first class mail pieces annually, you can have the confidence in KUBRA's experience and track record.

We are proud to serve **185** North American utilities spanning municipal, water, electric, and gas utility clients, including **58** of the top **100** gas and electric utilities in the US.

KUBRA has extensive experience working with **Oracle CC&B** in the utility industry. Past examples of work include current partners Duke Energy/Progress Energy, Tucson Electric Power, Cal Water, New Jersey Natural Gas, San Jose Water, Rappahannock Electric, Laclede Gas, Contra Costa County, Toronto Hydro, and South Jersey Gas. Our experience with CC&B covers both document production and electronic bill presentment and payment.

KUBRA also has <u>experience supporting iNovah cashiering systems</u> with regional clients such as Contra Costa County and Riverside Public Utilities.

3.3.3 The Contractor shall transmit remittances to bank accounts specified by the City. The account number(s), ABA routing numbers, etc., will be provided to the Contractor upon contractual agreement as well as when banking account information changes. Remittances shall be deposited via ACH Credit. The City and the Contractor will determine how notification of transactions settlement dates and amounts will be processed.

Confirmed. All settlement funds will be deposited to the bank account(s) as designated by the City via ACH credit. Payments will be settled directly to your financial institution with remittance information provided to your accounts receivable system in a format you specify, at a time you dictate. KUBRA will never be in receipt of your funds. KUBRA supports next day funding for ACH, Visa, MasterCard, and Discover transactions. American Express transactions are deposited one to three business days later.

The City will be able to define your own settlement timelines and reconciliation processes (e.g., cut-off today and send the remittance file same day or next day). We support daily cut-off times up to 7:00 p.m. PT.

3.3.4 The Contractor shall confirm eCheck verification of both the routing number and checking account occurs before the transaction is completed and prior to authorization.

Confirmed. Our solution validates the routing and transit numbers in real-time against the Thompson Financial Directory. Checking account numbers are validated in real-time for structure based on the routing and account numbers entered.

3.3.5 A separate file shall be retrieved by the City upon notification detailing the payment transaction information. The file must contain sufficient transaction information to allow the City to identify the customer and account information and system to which the payment is to be credited and be in a City defined format.

Confirmed. KUBRA will provide a daily Remittance File to the City for updating your billing system. The file will be transmitted via secure FTP. The file format, layout, and contents will be based on your defined specifications.

In addition to the Remittance File, KUBRA's online reporting tool, the User Console, provides a Reconciliation Report that displays any discrepancies between the banked and booked amounts. The User Console also provides a Remittance Batch Report that provides a summary of batch transactions for a specified period. Also available in the User Console is a Funding Report which displays deposit information regarding the funds transferred to your account based on date range and category. All reports are available 24x7 and may be viewed online or exported in a CSV, Excel, or XML file for further analysis.



3.3.6 The Contractor and software shall be Health Insurance Portability and Accountability Act (HIPPA) compliant and be Payment Card Industry – Data Security Standard (PCI-DSS) compliant and able to submit proof of compliance to the City with this proposal. Contractors shall agree to maintain any association-mandated certifications that may become relevant to the City's credit card, debit card, and eCheck processing. The Contractor shall provide the City at no charge with expertise and guidance regarding PCI compliance among its merchants when necessary.

KUBRA understands that the protection of customer data is of utmost importance to our clients. As such, we are PCI DSS Level 1, SSAE 16, HIPAA, GLBA, SOX, NACHA, and Red Flag compliant providing you with complete assurance that confidential customer data will not be compromised. KUBRA obtains an independent third party QSA approved auditor to complete monthly network scans and annual PCI certification. In addition, KUBRA completes a full SSAE 16 audit each year by an independent auditor.

While KUBRA takes on the burden of PCI compliance, in most cases, due to the nature of our payment applications, we will be happy to provide PCI compliance assistance to the City as necessary. KUBRA's Information Security, Privacy, and Compliance group will provide this assistance. Any questions regarding PCI compliance can be referred to this group through your assigned KUBRA Client Relationship Manager.

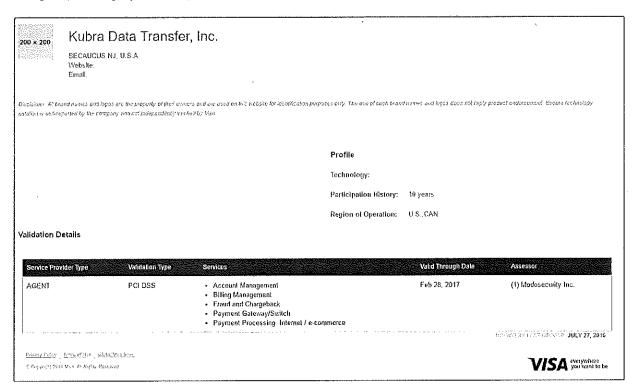


Figure 5: Evidence of PCI Compliance (Confidential)



3.3. 7 No charges other than those specifically authorized shall be charged to the customer or the City by the Contractor without advance written consent by the City.

Noted and compliant.

3.3.8 The identifying data and payment amount shall be electronically transmitted to the City within twenty-four (24) hours of receipt from the bank or financial institution with which the Contractor has its Merchant Account Agreement. The Contractor shall provide a means for the City to confirm receipt of pending customer payments.

KUBRA supports both batch and real-time posting back to the City's CIS system. Our real-time APIs can immediately post back to the City all payment activity. In addition, the web-based User Console records all payments, regardless of channel, in real-time for easy research by your CSRs.

3.3.9 The Contractor shall have the capability to accept recurring credit card and eCheck payments from our customers.

Confirmed. KUBRA supports one-time, scheduled, and recurring payments using the following payment methods:

- Credit Card VISA, MasterCard, Discover, JCB, Diners, and American Express
- Signature Debit VISA, MasterCard, and Discover
- ATM PIN-less Debit Star, NYCE, Pulse, and Accel

The City may configure which channels to accept payments, the type of funding accounts to accept, and whether a service fee may apply. All payments are processed in our PCI Level 1 and SSAE 16 compliant environment and we support real-time payment update feeds to the City.

3.3.1 0 Contractor shall provide the capability for the City to void credit card and eCheck payments prior to the daily batch run.

Confirmed. All payment information and history is recorded in real-time. Authorized City personnel (using roles-based security) will be able to access KUBRA's online User Console to refund payments (in-full or partially), cancel payments, or correct payments made in error, all in real-time.

All reversed transactions will be processed immediately in real-time and recorded in your daily remittance file. If a same-day reversal is completed prior to the City's transaction cut-time, the transaction will be considered a void and the funds will never be removed from the customer's account. All reversals can be tracked through the User Console.



3.3.11 Contractor must demonstrate ability to tokenize and accept void or reversals without the originating card number data.

Confirmed. The iDoxs Suite fully supports tokenization. Each token is unique to a payment account and is stored securely within the database.

Refunding a Payment

Authorized City staff can easily reverse payment transactions via our secure, web-based User Console as previously mentioned.

A payment transaction with a status of approved (or remit), meaning it has been processed and approved by the payment processor, can be refunded within the Payment Manager of the User Console. Refunding the payment will return the funds to the customer's original payment method (CC, ACH, etc.).

The Payment Manager allows authorized City staff to refund a customer's payment after meeting a few parameters:

- You can refund any amount up to and including the full original amount.
- The payment has been processed with a status of Approved (or Remit).
- You have the correct permissions in your profile to perform a refund.

To begin the refund process, search for and locate the original payment in the Payment Manager. If you meet the parameters to execute a refund, you should see the Refund Payment link in the upper right hand corner.

- 1. Click Refund Payment.
- 2. Enter the refund amount and the reason for the refund.
- 3. Click Submit when finished.
 - If refunding an ACH payment, iDoxs will advise you with a pop-up that the payment may not have fully been closed by the financial institution.
 - The timelines will be dependent on your financial institution.
- 4. When ready to continue click *OK*. iDoxs will summarize the transaction details for your confirmation.
- When ready, click Continue and iDoxs will log the refund note which user processed the refund.

Refund Timelines

Refunds will not be process until five (5) days have passed since the original payment. If a refund is processed before the five (5) days have passed, it will be held for the remaining days starting from the original scheduled payment date. Once



the initial five (5) days from the original settlement have been passed the refunds will post next day.

Cancelling a Payment

A payment transaction with a status of Scheduled or Authorized, meaning it has not been sent for processing, can be cancelled within the Payment Manager. Cancelling the payment will stop the processing and no funds will be transferred.

The Payment Manager will allow you to cancel a customer's payment after meeting a few parameters:

- The payment has not transpired past the Authorized or Scheduled state.
- You have the correct permissions in your profile to perform a cancellation.

To begin the cancellation process, search for and locate the original payment in the Payment Manager. If you meet the parameters to perform a cancellation you should see the Cancel Payment link in the upper right hand corner.

- 1. Click Cancel Payment.
- 2. Enter a reason for the cancellation and click Submit when finished.
- 3. iDoxs will summarize the transaction details for your confirmation.
- 4. When ready, click *Continue* and iDoxs will log the cancellation and also note which iDoxs user it was processed by.

Please Note: Clients are only able to cancel a payment before it has been sent for processing.

3.3.12 No proposal requiring a guaranteed minimum or funding from or by the City will be considered.

The KUBRA proposed offering does not require a guaranteed minimum; however, the pricing is predicated on the business contemplated within the RFP.



3.4 PAYMENT TRANSACTION REQUIREMENTS

3.4.1 The Contractor shall establish, implement, and operate an interactive voice prompted and/or touch tone response driven system, interactive web-based payment service, recurring credit card payment service, an eCheck payment service, and mobile payment services for all City systems as determined by the City.

Confirmed. All of the City's payment processing requirements are met through our flagship product, the iDoxs Suite. The iDoxs Suite is our cloud-based e-payments platform that supports enrolled one time and recurring payments plus non-enrolled one-time (biller absorbed fee's and/or customer absorbed/convenience fees) all powered by a common solution technology platform and system architecture.

iDoxs Modules

- iDirect™ Module: Provides customer profile management, an enrollment engine (i.e., scheduled payments), display of balance due/summary billing information, retrieval of historical bills, and the ability to receive payment notifications by e-mail, SMS; or phone.
- iPay™ Module: Enables the selection of accounts to pay, stores payment methods, and schedules future and/or recurring payments
- iMessage™ Module: Used to send e-mail and/or text communications to customers in order to alert them when bills are issued and to send reminders at customerselected intervals
- **iMobile™ Module:** Provides customers with a mobile payment application that can be used to view and pay bills over their phones, phablets, or tablets

iDoxs Payment Channels

The iDoxs Suite supports multiple electronic document delivery and payment channels supporting ACH/e-checks, credit cards, and debit cards. Each City department will have the ability to select the channel(s) they wish to implement and whether payments will be agency funded or service fee funded.

- City Branded Site This customer portal will utilize a City branded user interface featuring the industry's latest functionality. Your customers will be able to view payment history; manage alerts (e-mail, text message, and IVR); create payment wallets; schedule payments; set up recurring payments; and, mange accounts.
- City Responsive Website Full functionality, such as the ability to view
 payment history, manage accounts, make payments, manage recurring
 payment rules, pay bills, and manage push notifications, is available via a
 responsive mobile browser. A responsive site provides an optimal experience



- on any device (desktop, mobile phone, and tablet) by offering a dynamic user experience.
- Pay-by-Text Simple and secure option for customers to pay bills. Customers
 receive SMS/Text payment alerts and make payments directly from their bank
 accounts, credit cards, or debit cards with a simple text message.
- IVR Notification & Payment Customers receive phone/IVR payment reminders and make payments directly from their bank accounts, credit cards, or debit cards with any phone.
- KUBRA EZ-PAY Non-Enrolled Payment Channels KUBRA will provide one-time payment channels for users who choose not to enroll. Our non-enrolled, on-demand payment solution supports multiple sales channels and multiple payment types (ACH, credit card, signature debit card, and PIN-less ATM debit cards) with electronic document presentment, real-time account balance display, and payment authorization. The City may also configure the payment type (ACH, Credit, or Debit) and service fees for the acceptance of the channels listed below.
 - Web/Desktop Customers can obtain balance information, make quick and secure payments, save payment information to a Payment Wallet, and set up Smart Reminders via e-mail and text message.
 - Responsive Web Provides an optimal viewing and interaction experience across any device. Customers have the same functionality as the desktop version, but dynamically rendered for their device.
 - o Mobile App Standalone app supporting the same features are the desktop
 - O IVR/Phone Customers can obtain balance information and make quick, secure payments in an automated and branded (voice prompts) fashion. The IVR channel can recognize repeat callers by their phone numbers simplifying the account validation process and leveraging stored payment information.
 - Pay-by-Text Simple and secure option for customers to pay bills.
 Customers receive SMS/Text payment alerts and make payments directly via SMS/Text using one of the "My Wallet" stored payment accounts.
 - Pay-by-e-Mail Customer receives a payment reminder that contains a link that takes the user to a payment summary page containing the amount to be paid and the payment method. He/she can make the payment by clicking the Pay Now button located below the summary.
 - KUBRA CSR Customers that prefer to make a payment via a live agent or customers having difficulties making payments via the automated channels can be routed to the KUBRA Call Center to process payments. Our agents can provide payment history and process payments in a PCI secure and compliant environment.



- o City CSR Your CSRs can service the customer up to the point of gathering the payment information, then the customer is transferred to a secure IVR payment environment to enter his/her payment information. Optionally, the customer can be transferred back to the call center after making the payment
- o **Kiosk** Strategically placed kiosks, either inside or outside of your facility location, provides your customers a convenient option to view their bill and pay with cash, check, credit, or debit cards. KUBRA provides a turn-key payment solution by combining all of the necessary aspects such as hardware, software, installation, service, collection, maintenance, repair, and processing into one complete solution. (<u>Optional for which pricing and further details are provided in Appendix C within the separately submitted Cost Proposal</u>).
- Retail Cash Payment KUBRA's Retail Cash Payment (RCP) provides a
 convenient and secure alternative to customers who prefer to use cash to
 pay bills. Customers provide a barcode to any CVS Pharmacy, ACE Cash
 Express, 7-Eleven, Family Dollar, Dollar General to make a utility bill
 payment with cash. (Optional for which pricing and further details are
 provided in Appendix B within the separately submitted Cost Proposal).
- 3.4.2 The Contractor, in consultation with the City, will develop the interactive voice and web-based prompts. Interactive prompts will not be placed into service without prior written approval of the City.
 - Confirmed. Web-based prompts and customized voice prompts will be designed in consultation with the City to reflect your own branding, business rules, and desired functionality.
- 3.4.3 The interactive voice response and interactive web-based site must clearly state to the customer that a convenience fee is charged by the provider for the convenience of using the service, and must state to the customer the amount of the fee and give the customer the option to cancel the transaction if unwilling to pay the charge. It must be clear to the customer the fee is not a payment to the City. In addition, the payment service/site must also have the capability to notify the customer when there is no fee to complete the payment transaction.

Confirmed. The convenience fee is displayed/read at various times during the payment process prior to payment submittal. KUBRA makes it clear to the customer that the convenience fee is not charged by the client. The customer must accept the convenience fee charged to continue through the payment process or may opt out of making the payment at any time prior to submittal. In instances where a convenience fee is not being charged, the customer will be notified.



3.4.4 The interactive voice response and interactive web-based site shall have the capability to be modified should the City determine to absorb processing fees versus charging customer's a processing fee.

Confirmed. KUBRA's solution is flexible to modify the funding model at any time.

3.4.5 In response to the demand for Spanish-speaking customer service, the interactive voice response shall offer a "Spanish" option for the City's monolingual Spanish customers. Also, should the demand for other languages (i.e. Khmer and Tagalog) arise, the City would like the ability to offer these language options to our customers.

KUBRA currently supports English, Spanish, French, Simplified Chinese, and Traditional Chinese. We continue to make new languages available to our customers and are willing to consider supporting other languages at the request of the City; however, any change will require mutual agreement between KUBRA and the City. If supported, a Project Change Request (PCR) will detail the costs to support the change (Please refer to the separate Cost Proposal for costs).

3.5 EQUIPMENT REQUIREMENTS

Due to government regulation, Contractor must support the implementation of EMV card readers (Verifone MX915 Pin Pad devices) as well as pin based debit card transactions.

Compliant. KUBRA utilizes Ingenico iPP320 POS devices which support EMV Chip & PIN as well as contactless payments.

3.6 SYSTEM REQUIREMENTS

Please see Exhibit A for a high level overview of the current process.

3.6.1 The Contractor must be able to modify its system(s) to accommodate additional payment types with a separate merchant account number required for each specific payment type. Prompts will be determined at the time additional payment types are added.

KUBRA's solution has been designed with the flexibility to meet the various needs of different government agencies/departments. Additional payment types with a separate merchant number can be added as necessary. KUBRA understands that prompts will be determined at the time additional payment types are added.



3.6.2 Contractor shall have demonstrated functional integration with the City's cashiering solution, iNovah by System Innovators. Additionally, iNovah may be replaced in three years and as a result, the successful Contractor will be required to interface with the replacement cashiering system.

KUBRA has implemented multiple accounts that utilize iNovah by System Innovators and we have included references for two in-state utility clients - Contra Costa County and Riverside Utilities.

3.6.3 Contractor must include reference sites where their gateway/processor solution is operating with iNovah.

KUBRA has included references for two in-state utility clients - Contra Costa County and Riverside Utilities - within section 5.3. Both of these support iNovah.

3.6.4 Contractor shall have current information technology product and service offerings relevant and necessary to the successful continuation of existing payment options with sufficient process redundancies so as to provide a high degree of service availability.

KUBRA upgrades our application technology regularly in order to provide the most efficient servicing for our clients at no cost. We follow a structured product development process with typically two major releases per year and additional patch releases as required which ensures we maintain our functionality leadership. New product functionality generally comes from customization requests from our large client base of utility clients that generate a tremendous breadth of new feature concepts and ideas.

Our products are provided as a Software as a Service (SaaS) solution; therefore, there are no changes required pertaining to hardware, software, or integration and there are no additional fees for the upgrades. Features of each release are noted as "Automatic" and "Configurable" in the release notes which are provided, via e-mail, 6-8 weeks in advance of the release date. You can accept or reject all configurable changes. If configurable changes are desired, these can be coordinated with your single, dedicated Client Relationship Manager (CRM).

In addition to our product releases, regular routine upgrades are introduced on an asneeded basis to address any and all Security and Regulatory changes. All patches, releases, and hot-fixes are first tested in our Test and Development networks, graduate to Pre-production (accessible by clients), and then finally to Production. Since KUBRA's solution is delivered as a Software as a Service (SaaS) model, KUBRA manages the entire process. All updates, upgrades, and enhancements are performed on-site at KUBRA facilities.

KUBRA has proven performance and support with 99.9% average uptime and availability of payment processing services. We currently process over 150 million electronic payments annually.



To provide customers with confidence in KUBRA's ability to maintain system reliability, we include binding language into our contracts dictating our availability and financial penalties for missed Service Levels. From our standard Service Level contract language, "KUBRA shall make access available to the Services twenty-four hours per day, seven days per week, less (a) scheduled maintenance; and (b) excusable downtime resulting from events beyond KUBRA's reasonable control (the "Availability Period"). KUBRA will conduct proactive monitoring of all servers, including monitoring disk space, CPU utilization, memory utilization and critical error messages. KUBRA will take commercially reasonable efforts to notify Client in advance of any potential server outages or equipment failures that would prevent Client from using the Services. KUBRA will provide support 24 hours per day, 7 days per week, to all servers. KUBRA will maintain at least 99.99 percent (99.99%) server availability during the Availability Period, which availability shall be measured monthly and based on a system-wide average."

Utilization is monitored through multiple systems including the load balancers SNMP traps and a dedicated process flow server. All systems and services are scoped and utilized at 50% maximum capacity to allow for extended spikes in utilization without adverse effects to services provided.

All systems are set up to be fully redundant. The following outlines KUBRA's high availability solutions:

- Power related: Dual power supplies for servers, dual power grid lines, dual UPS systems, dual power generators
- Network related: All critical network devices are in Active/Hot Stand-by architecture.
- Storage: Use of RAID Arrays to host critical data. KUBRA utilizes RAID Arrays for the storage and hosting of your business critical data, which can be scaled as volume increases.
- Internet Connectivity: Use of multiple/independent Internet Service Providers (ISP)

Within all of the facilities, we have redundancy with all core production areas to ensure continual availability. Production services are hosted on clusters of servers, not on singular systems. A server cluster is a group of independent servers managed as a single system for higher availability, easier management, and greater scalability. In the event of a server failure, the cluster can transfer resources to a surviving server.

KUBRA has a fully tested, regularly audited, enterprise-wide Disaster Recovery (DR) Plan that synchronizes response measures from multiple backup data center sites across North America. Our comprehensive DR Plan supports all critical data center inflection points including contingency for data transmission, application servers, storage, routers, hubs, and communication links. Our certified Business Continuity Plan includes detailed preventative measures, backup, restoration, and testing for site, network, and communication outages, data center equipment contingency, human resource deficiencies, and internal security compromises.



3.6.5 The Contractor will, at its expense, furnish and maintain all equipment, related software, and communication lines needed to perform the required service(s). The system(s) will be fully functioning at a time that is mutually agreed upon between the City and the Contractor.

Compliant. KUBRA utilizes the Ingenico iCT320 POS device from Chase Paymentech.

3.6.6 It is desirable that the Contractor employ the two compatible gateways, OpenEdge and Bridgepay.

Openedge and Bridgepay are intermediaries between the Merchant (Long Beach) and the Processor. KUBRA's model is to connect directly to the Processor (Chase Paymentech) to lower interchange costs, increase speed, and remove a failure point.

ADDENDUM 1 QUESTIONS

- 1. Do you have specification for an integrated POS that is EMV certified?
 - a. If yes, is this specification final? Has it been used in production?
 - b. If no, do you intend to, and when?

Yes, the Ingenico iCT320 POS terminal is already EMV compliant and in production for thousands of merchants across the country.

2. What gateways/processors are supported for EMV payments?

For our Service Fee Model, KUBRA utilizes Chase Paymentech exclusively. KUBRA maintains direct connections with the processor and does not use a third party gateway.

3. Is your specification a semi-integrated specification? (provides separation of the EMV terminal from the POS by way of an application that performs the management of the terminal).

No. Our POS device is a single integrated terminal that supports EMV (chip & PIN) and Contactless Payments.

4. Do you have certification test plans documented for certifying an integrated POS?

Yes.

5. Does the specification support service fees? Describe?

Yes, for Web, IVR and CSR payments in a 'card not present' scenario (i.e., the end user enters their card information via a key board or touch tone pad). For Card Present where the end user swipes or inserts the physical card into a POPS device, a Service Fee is only allowed for merchant segments classified as *Government Tax Payments* and *Higher Education*.



6. Does the specification support voids, and refunds?

Yes

7. Does the specification support contactless payments?

Yes

8. What EMV terminals are supported as part of your certification now? Are other devices planned? If so which ones?

KUBRA currently supports the Ingenico iCT320. Future devices are planned for card readers attached to an iPad or similar tablet.

9. Are there any constraints or limitations of the specification that we should be aware of?

Yes, it must route via KUBRA host. It is supported with Windows XP or 7 or higher with the following supported internet browsers (PIN debit and printer).

- Microsoft® Internet Explorer® 8.0
- Mozilla® Firefox® 5.01
- SUN® Java SEV1.4.2 11
- SUN® Java TM 6 Update 26
- Opera® 11.51
- Google® Chrome® 14.0.835.202m
- Apple® OS X with internet (printer only)
- Microsoft® Internet Explorer 5.0
- Safari® 5.1
- Google® Chrome Beta 5.0.342.9
- Mozilla® Firefox 6.0.1
- 2-USB port for connected card reader, PIN pad, or receipt printer

Every terminal will be assigned an IP address at the client side and expose the public IP address for KUBRA to access. Due to security reasons, the client should white list the KUBRA IP address to access the terminal.



10. Can you provide a diagram of the payment flow using your integrated POS EMV specification?

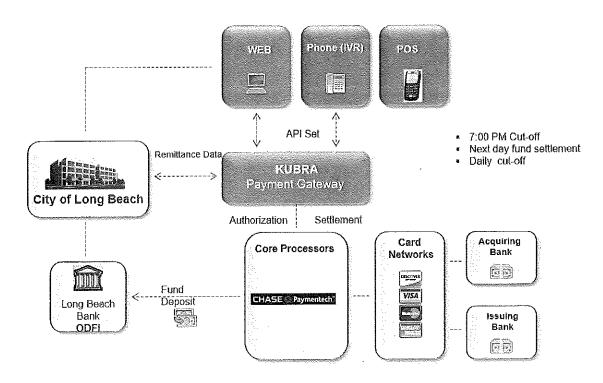


Figure 6: POS EMV Payment Flow (Confidential)



Section E | Proposed Implementation Schedule and Resources

Please provide a detailed implementation approach that addresses each of the phases below.

1. Please describe your proposed implementation plan including goals and objectives.

KUBRA has a well-formed and mature implementation methodology identified as our Project Management Methodology (PMM) which draws its foundation from the best of several industry standard methodologies, industry best practices, and our own experience in delivering our products and services many times over. We understand each project is unique and each project has its own set of requirements. Therefore, a primary tenet of our PMM is to ensure our clients realize a transparent and continuous flow-of-value throughout the project life cycle, culminating in the successful delivery of the projects objectives while creating competitive advantage for you.

As defined within our PMM, our projects follow an industry standard phased life cycle for the organization, management, and control of the project while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative. These phases include: *Initiation, Planning, Analyzing & Designing, Building, Testing, Implementation, Production*, and *Post-Production*.

KUBRA categorizes all of our projects into three overall stages: *Solution Assurance* (managed by the KUBRA Client Relations team), *Planning* (managed by the KUBRA Project team), and *Delivery* (managed by the KUBRA Project team). During Solution Assurance, we identify the opportunity with the client and give visibility of a potential partnership to KUBRA's Service Delivery and Client stakeholders. Upon recommendation of contract execution, the project is given a warm transfer into the aligned Project Management team for project kick-off.

We see this early visibility of projects into our organization (via the Solution Assurance phase) provides a heightened level of clarity once transitioned into HRSD's aligned KUBRA Project team. The result is an increase in project velocity, seamless project transition, and greater project control.

Our PMM is managed and governed by our Project Management Office (PMO). Our PMO has oversight responsibility for our project portfolio ensuring that all project work is consistently managed by the best practices outlined in our PMM, gained over many years of successfully implementing our clients. The primary purpose of our PMO is ensuring the success of every project for every client. As defined within our PMM, our projects follow an industry standard life cycle for the organization, management, and control of the project while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative.

To mitigate risk during the project, we work to identify and detail all requirements prior to commencement of development. Additionally, we employ an enterprise project management tool, Clarizen, to track projects while utilizing multiple internal and external project artifacts during the project life cycle. Clarizen also provides a crystallized view of risks and issues through assessment (identify, analyze, evaluate) and control (monitor, action, closure). You will also be provided a weekly status report that details project completion percentage, schedule status, project roadmap, period covered, accomplishments, and planned activity.



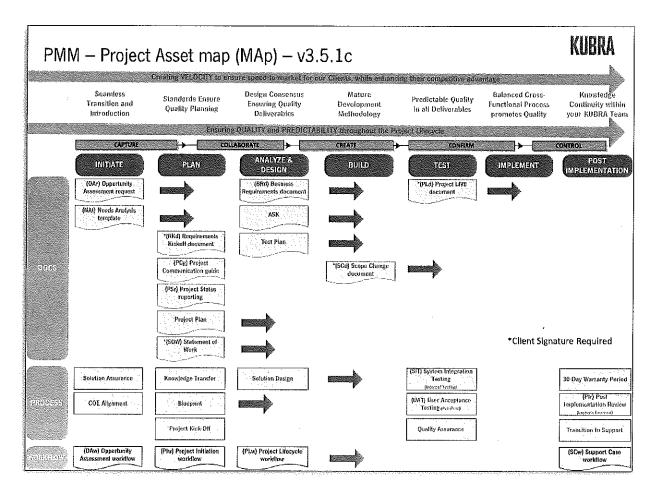


Figure 7: Project Asset Map (Confidential)



Wilestones

While our PMM provides the foundation for quality and timeliness through the processes, best practices, guidelines, templates, workflow, etc. contained within, we at KUBRA also respect the uniqueness represented by each project effort. As every project is unique, the milestones defined for that project can be just as unique. Our PMM contains a standard list of milestones including our Phase Gate Reviews that are tracked, managed, and reported on throughout the life cycle of the project.

| Phase | Milestone | Short Description |
|------------------------|-----------------------------------|--|
| PLANNING | Project Initiation | Key internal SLAs and handshakes ensuring a timely response to our clients |
| | SOW Agreement | Setting client expectations of Scope, Size, and Complexity |
| ANALYSIS & | Solutions Design | Key internal Design Review and Approval |
| DESIGN | Requirements Agreement | Presented in our SOW, BRd, and Project Plan, with the SOW and BRd as executable agreements |
| BUILD | Commencement | Committed and marked by our SOW |
| TEST | SIT Commencement | Integration commencement |
| | UAT Commencement | User Acceptance commencement |
| IMPLEMENTATION | Live | Marked with the completion of our PLd (Project Live Document) |
| POST IMPLEMENTATION | 30-Day Warranty Period to LIVE | Engaged Project Team through transition to Client Support within the same Center-of-Excellence |

Implementation Tools

The following key tools and documents are used during a project's implementation:

- Prospect Questionnaire
- Diagnostic Statement of Work
- Implementation Documentation Checklist
- Project Summary Report
- Implementation Services Statement of Work
- Requirements Document

KUBRA

- Implementation Project Plan
- Estimated Project Timeline
- Kick-off Agenda
- Contact Log
- Project Change Request Form
- Issue Report Form
- Test Plan Recommendations
- Project Sign-off Form
- 2. Provide a schedule that includes resources (both City and Contractor employees), requirements, milestones, and timelines.

The proposed project can be kicked-off from an implementation standpoint almost immediately after contract signing. The typical duration for this scope of work is 60-120 days from kick-off. A work plan for implementing the iDoxs Suite solution will ultimately be provided by the KUBRA Project team during the Planning stage, but we have provided an estimate below based on a start date of November 1, 2016.

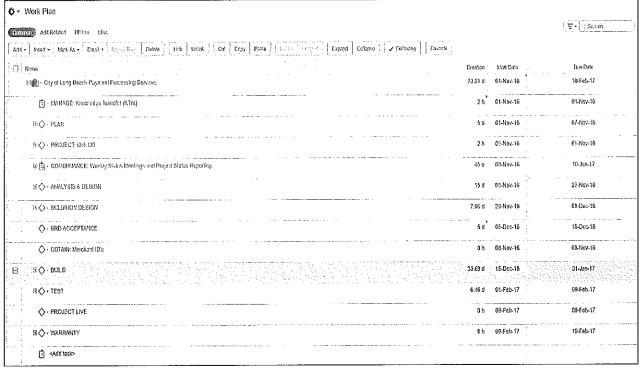


Figure 8: Sample Work Plan (Confidential)



KUBRA will require the resources of a small number of City personnel for the successful implementation of your project. The personnel required to implement the proposed solution should not exceed two or three individuals/skill sets. These resources do not need to be dedicated resources, but should be available for the success of the project.

Resources to include:

- Project Manager Prior to the start of the implementation, the City will designate a Project
 Manager to coordinate all activities and resources internally. The Project Manager will work
 with the KUBRA Project Manager to ensure that skilled and knowledgeable resources are
 assigned to support issue resolution, keep the project on track, and help guide the project to
 successful completion. He/she will be the focal point for all KUBRA communications relative to
 this project and who will have the authority to act on behalf of the City. Responsibilities include:
 - Serve as the interface between KUBRA and the City
 - Manage the City's team member resources, activities, and dependencies
 - Provide information and responses, coordinate delivery of billing files, identify exceptions, and coordinate parallel testing
 - Administer Project Change Control (during the implementation phase) along with the KUBRA Project Manager
 - Attend project meetings/weekly conference calls
- Network Communications Team At the outset, KUBRA will assign a Network Communications
 Coordinator to the implementation and requests that the City provide a corresponding individual
 to coordinate and test network connections (T1 lines, FTP or SFTP).
- Billing System Integration Team KUBRA requests that the City provide a resource or two to provide information as needed regarding the billing file and printer resources (fonts, logos, etc.) and to coordinate delivery of test files. Other responsibilities include User Acceptance Testing.

KUBRA Resources

KUBRA has performed over 1,000 implementations over the past 24 years and has developed highly effective and well documented implementation methodologies based on our best practices. KUBRA assigns each client an experienced Client Services Team (CSt) to carry out our implementations and provide on-going client support. CSts are comprised of a Technical Leader, Project Manager, Senior Programmer, QA Analyst, Quality of Service Analyst, Billing Administrator, User Acceptance Testing (UAT) Analyst, Database Analyst, and Client Support personnel. A dedicated CSt is assigned for the life of your relationship with KUBRA. This unique approach to service delivery ensures continuity of personnel and knowledge transfer to provide a more comprehensive and optimized method of interacting with KUBRA today, tomorrow, and well into the future.



KUBRA Support Services

Post-implementation, we provide our clients with a team of resources for support. Not only is KUBRA's Client Services team responsible for implementing your project, but it serves as the primary point-of-contact for all support and production-based requirements and issues after Go Live. All City support calls will be managed through KUBRA. For all our clients, KUBRA assigns a dedicated Client Relationship Manager (CRM) whose core focus is to serve as the primary contact and internal advocate to direct resources and activities within the KUBRA organization. The CRM is available to meet and discuss performance regularly and at the request of the City.

The CRM will have ultimate accountability for strategic client relationship management. He/she will manage client expectations, nurture and extend relations, act as a point-of-escalation on issues, support product implementation teams, manage contractual and financial elements of the relationship, and provide guidance on existing and complementary product roadmaps.

11. Describe the number of technical staff, along with the level and types of expertise required of City staff to responsibly maintain and enhance the system.

We currently employ 171 full-time employees within our Information Technology and Customer Technical Support Departments with a breakdown as follows:

| Customer Technical Support | |
|----------------------------------|--|
| Research and Product Development | |
| Project Management | |
| Project Implementation and QA | |
| Network Systems and Support | |
| Security and Audit | |

ALBRA

4. Please clearly describe the process flow of card payment acceptance from the point of sale through settlement, including "front-end" procedures performed at the point of sale and "back-office" procedures performed to settle transactions and accounts.

General Credit & PINIess Debit Card Payment Workflow

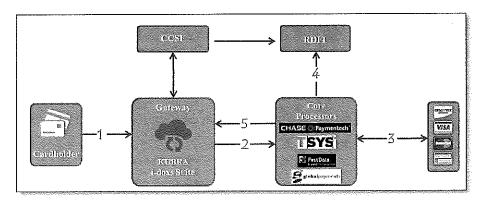


Figure 9: Credit & PINIess Card Payment Workflow (Confidential)

 The credit card transaction is initiated by the Subscriber (He/she enters the Credit Card number and Expiration date.) and KUBRA provides a validation* on the credit card information prior to releasing it to the Processor.

Validation – where the leading 4 digits of card number is analyzed to determine what card type it is. These first 4 digits are called the BIN number, plus a "Mod 10" mathematical check digit routine is performed against the entire Credit Card number to ensure its validity.

BIN - Bank Identification Number. The Bank Identification Number identifies the institution issuing the card. It is critical to the correct matching of transactions to the issuer of the charge card. This prefix system also applies to debit cards, charge cards, and electronic benefit cards. The BIN prefix system is also used to help identify potential security breaches or identity theft by comparing such things as the location of the issuing institution and the address of the cardholder.

- 2. In the Credit Card payment model, KUBRA is known as the "Gateway" and thus facilitates the movement of the payment record from the iDoxs application over to the Credit Card Processor.
- The Credit Card Processor reviews the payment request and verifies that the Subscriber has appropriate credit available on his/her card and sends an approval/authorization/rejection message to KUBRA.

As a merchant, when it comes to payment processing, what matters to you is whether or not your customer is able to use his or her card. Because it is not your responsibility to explain to your customer why his or her card was declined, this information is not transmitted to you. If a customer



wants to know the reason for the denial, he or she should use the customer service contact information on the back of the credit card to get more information.

Be aware that you may receive a declined response for a number of reasons. For instance, it may be because of a temporary situation such as a customer going over his/her credit limit or another issue, such as when a card is lost or stolen.

Batch (iDoxs Suite) Process – In the KUBRA batch export process, at 2:00 p.m. and 8:00 p.m. daily the process is as outlined in #2 and 3 above.

Real-Time (One-time/EZ-PAY) Process – In KUBRA's real-time process, there is actually an intermediary step to #3 called an "Authentication Hold" where the funds are approved against the Subscriber's Credit Card and are earmarked for funds capture during the Credit Card Company's settlement process at the end of the business day.

4. The Credit Card Processor transfers funds to the City's (RDFI) bank account.

Settlement is the process of managing electronic payment transactions so they can clear and be funded. To make this happen, KUBRA presents approved card transactions to Chase Paymentech who then submits those approved transactions to the payment brands for clearing through interchange. You may hear these transactions referred to as "deposit" transactions.

5. The Credit Card Processor sends an approval/authorization/rejection message to KUBRA. KUBRA then updates the Payment Manager with this information

Credit & PINIess Debit Card Settlement Workflow

Illustrated below is the timing of the Credit Card payment process in greater detail:

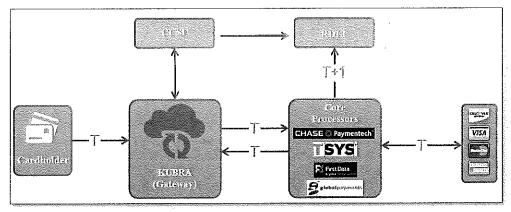


Figure 10: Credit & PINIess Debit Card Workflow (Confidential)

T - Date of Transaction. As per the diagram above, the Subscriber initiates the transaction within iDoxs on Day 1. KUBRA passes the payment file to the Credit Card Processor. The Credit Card Processor approves the payments and replies back to KUBRA, in real-time, with the confirmation code.

T+1 - Date of Transaction plus 1 Day (**T+1**). The Credit Card Processor captures the funds from the Subscriber's Credit Card account and deposits the funds into the RDFI.

5. Please indicate how your organization will assist the City in resolving card payment acceptance issues which may arise between your organization and the City, those availing themselves of the City's card payment acceptance, and other matters related to the process.

KUBRA provides post-production client support through our Service Delivery team, which supports our clients 24 hours a day, five (5) days a week. Weekend support is provided through our Client Support office so clients receive support 24x7x365. Live support services include assistance related to routine questions regarding use of the application; assistance in identifying and verifying the causes of suspected errors or malfunctions; advice on detours for identified errors or malfunctions where reasonably available; and, correction of reproducible errors that cause the applicable KUBRA system to deviate materially from the applicable documentation.

At any time, the City may contact our established escalation process resulting in notifications to your assigned CRM, the Vice President of Sales & Client Relations, and the Senior Vice President of Service Delivery. Escalation contact information will be provided during project kick-off.

KUBRA's service and support structure supports an automated e-mail response and tracking system as well as an online support case system (DocWeb™). Incidents are tracked via a work request "ticket" that is created in DocWeb and documents all correspondence through its entire "life cycle". The ticket is also used to collect vital information for the change management logs which detail all issues and the subsequent adjustments and revisions to the solution in question. The City will be able to logon to DocWeb and track all active and closed support cases including their statuses and all case associated e-mails. All e-mails and phone calls receive a response within 15 minutes and a support case is created via an automated e-mail.

The support system has pre-defined SLA times for issues reported into the support team. Standard response/resolution metrics are as follows:

- 30 second max wait time for initial contact to the call center
- 15 minute response for receipt and processing of an online inquiry
- 5 minutes average timeline to resolve 95% of e-bill support issues

All payment transactions, successful or rejected, are recorded in the reports that are available through the online Admin/User console dashboards, providing tools to help assist in researching payment issues. Please note, rejected payments are typically received within 24 hours after the original submission for ACH (bank account) payments, while debit/credit card payment statuses are reported in real-time.



Section F | Proposed Equipment

The City would like to utilize its existing equipment however understands that newer and/or upgraded equipment is available. Please provide a detailed listing of any equipment proposed which is considered necessary to successfully maintain eCheck and card payment processing at City facilities. The listing should include the recommended make and model, availability, estimated purchase and/or leasing cost, maintenance contracts available and estimated annual maintenance costs, supplies and other consumables required for operation, and any other item important to the installation, operation, or maintenance of the equipment. You may provide one or more alternative equipment solutions. You must provide written detailed specifications for any proposed equipment.

Below are details pertaining to <u>Point-of-Sale</u>. All pricing details are included in the separately provided Cost Proposal. We have also included details and pricing within the Cost Proposal for an optional <u>Kiosk</u> payment channel within Appendix C.

Point-of-Sale (POS)

Our Point-of-Sale is one of the many payment channels supported by KUBRA and our iSwipe™ product. The swipe devices are integrated with the KUBRA platform. With a simple design and advanced technology, the Ingenico® iCT320 device can help you take your credit card processing to a whole new level. It includes an integrated reader that accepts payments from both contactless credit cards and smart phones. With the additional slot that allows the acceptance of chip cards, your business will be ready when the U.S. transitions to the EMV global security standard.



This next-generation device offers an all-in-one credit card processing experience: a single terminal that accepts EMV chip transactions; contactless payments (both NFC and RFID); debit and credit card swipe; and, manual entry transactions. Plus, automatic remote downloading ensures that your terminal will receive software updates with no action on your part, paving the way for value-added offerings as contactless third-party apps and mobile wallets become the norm.

Highlights

- Self-service application allows your customer's agents the ability to make payments with immediate validation of account information, payment information, and delivery of a confirmation number
- Support for a variety of payment methods including credit card and debit card
- Supports real-time posting of the payment transaction via validation and confirmation by the biller through immediately accessible payment reports

KUBRA

- Consolidated "dashboard" console supports payer reconciliation, returns management, reporting, and payment administration
- The Ingenico iCT320 swipe device includes a quiet, fast thermal printer with trouble-free, drop-in, "clam shell" loading.
- Utilizes ARM9 and ARM7 microprocessor technology ensuring fast, convenient, and reliable transaction processing
- Integrated fast modem and Ethernet communication technologies
- Support for multiple transactions: enables chip and PIN and signature-based credit and debit transactions using mag-stripe, contactless cards, and smart phones (both RFID and NFC standards)
- High-speed communication with dial backup
- Certified with the Payment Card Industry PIN Transaction Security (PCI PTS) standards by encrypting customer PINs within a tamper-resistant security module (TRSM)
- 144 MB memory for value-added applications

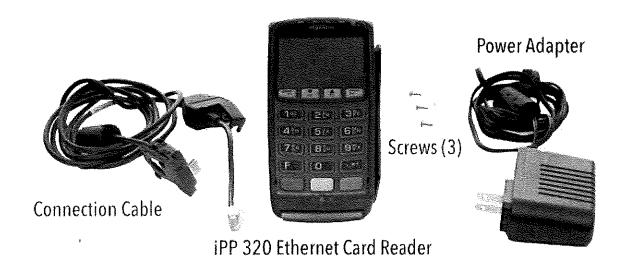


Figure 11: iPP 320 Ethernet Card Reader (Confidential)

About the iCT320 Device

The new generation iCT320 terminal combines its outstanding color display, the power to process 500 million instructions per second, the latest PCI PEC 2.0 security, and the revenue opportunities of countless value-added service in one unique product. A contactless EMV payment option supports card and mobile Near Field Communications (NFC) payment. The base unit contains Ethernet and fast dial modem support. Add an optional communications module (GPRS / Wi-Fi / Bluetooth) and you have a configuration tailored to your operational needs. In common with the latest generation of Ingenico terminals, the flexible, open platform at the heart of the iCT320 ensures compatibility with the entire



Ingenico solution range, with anytime, anywhere payments delivered through a complete range of wired and wireless connectivity options.

Security & Performance

The new Ingenico iCT320 terminal is EMV Level 1, Level 2, and PCI PED 2.0 certified, delivering a security-assisted standard and peace of mind for both the consumer and the merchant. Its 32-bit RISC crypto-processor provides a uniquely scalable and high-performance platform to support a host of new generation or reinforced security applications, with no impact on transaction speed or reliability.

Design & Ergonomics

With compact design and ergonomic styling, Ingenico's iCT320 offers a huge range of functionality. Clear backlit graphic displays and color screen allows easy reading and promotion of the merchant's brand, while the intuitively backlit designed keypad, with large keys, delivers ease of use for both merchant and consumer.

Communication

Equipped with an unparalleled array of communication technologies, such as fast modem, Ethernet, GPRS or USB, Ingenico's iCT320 delivers anytime, anywhere connectivity. A contactless EMV payment option supports card payment.

Estimated Purchase and/or Leasing Cost

Section 7.11 of the RFP states that "the narrative/technical proposal must not include cost and pricing information", therefore, we have provide this information in Section 6.4 of the separately uploaded "KUBRA Cost Proposal for Payment Processing Sycs".

Maintenance Contracts Available & Estimated Annual Maintenance Costs

Section 7.11 of the RFP states that "the narrative/technical proposal must not include cost and pricing information", therefore, we have provide this information in Section 6.4 of the separately uploaded "KUBRA Cost Proposal for Payment Processing Svcs".

Supplies & Other Consumables Required for Operation

Section 7.11 of the RFP states that "the narrative/technical proposal must not include cost and pricing information", therefore, we have provide this information in Section 6.4 of the separately uploaded "KUBRA Cost Proposal for Payment Processing Svcs".



Other Items Important to the Installation, Operation, or Maintenance of the Equipment

Field Services:

To reduce total cost of ownership and enable merchants and banks to maximize their terminal investments, Ingenico provides a comprehensive range of terminal and software update and management service both remotely and in the field.



Section G | Proposed Training

1. Your proposal for training must include the type of training available, the days/hours when training will be offered, the availability of training material, and the opportunities for retraining when the proposed solution is upgraded.

KUBRA will provide full training to your staff through our unique "Train-the-Trainer" certification process, managed by our KUBRA U Department. This training program is provided remotely as a standard, but can be provided at your preferred location in a format which is typically completed in one to two (1-2) days if requested (Subject to travel costs as noted in the cost proposal). Training is scheduled in your KUBRA customized project plan, at a mutually agreed upon date prior to your Go Live

The content of the course includes the end user interface and the web-based User/Admin Console interface consisting of the Document, Payment, Report, Release, and Notification Managers. Additional training will be provided on DocWeb, the system used for initiating and tracking support tickets.

All training tools will be provided to the City at no additional cost. Our training team has, on average, 12 years of experience working with print and electronic billing systems. Copies of the user guides, videos, and training materials can be provided upon request or online via the Help section of DocWeb. Instructional tutorials and videos are also included and updated when new features are released.

KUBRA U will provide additional training sessions to ensure you are completely comfortable with the solution and to review any enhancements chosen to deploy. They also provide web-based training for refresher courses and/or new hires as needed.

Admin Console - Designed for City Administrators

- Security Manager How to set up User/CSR Roles
- User Manager How to add/manage Users/CSRs and assign user roles
- Notifications Manager How to customize/test event triggered e-Mail, IVR, and SMS messages (e.g., e-mail confirmations)
- Payments Manager How to use the Payments Manager to search/research payments processed via iDoxs/KUBRA EZ-PAY
- Reports Manager How to access Audit, Notification, Inbound IVR, Payment, SLA, and Communication Reports
- Communications Manager How to create/schedule outbound messaging via IVR, Web, and e-Mail (iMessage)



User Console - Designed for City CSRs

- Notifications Manager How to view user and system-generated notifications sent via e-Mail,
 SMS, and Voice
- Payments Manager How to accomplish all of the tasks associated with payments such as searching for a payment and refunding or cancelling a payment. How to sign up customers for EFT processing. How to flag accounts as "Credit Card Only" processing, etc.
- Reports Manager An overview of the 30+ reports available
- Transaction Manager How to perform reporting on suspected fraudulent activity and tools to mitigate initial and ongoing fraudulent payment activities. How to create "rules" to block suspicious payments based on particular account numbers, bank accounts, card numbers, etc.
- CSR-assisted Payment A walk-thru for CSRs to make payments on behalf of City customers assuming you want your CSRs to make CSR-assisted payments, if this payment channel is deployed.
- 2. Provide any information as to continuing information or training in payment processing such as user groups, newsletters, e-mail groups, etc.

As noted above, our KUBRA U Department provides updated information, training, and newsletters to inform our clients.

3. Describe your training strategy and timeline.

KUBRA's strategy is to provide a comprehensive training program designed for both the CSR/End User and the Administrator so that both feel comfortable performing necessary business and support functions prior to Go Live and can essentially train other City personnel that may come on board in the future. This initial training program usually takes place over a period of one to two (1-2) days during project implementation, but prior to the project being deployed (Go Live). KUBRA will engage all the key personnel through a detailed, interactive clinic on all the key components required to support, leverage, and maximize the potential of the iDoxs Suite, KUBRA EZ-PAY, and the Admin/User Console dashboards.



Section H | Solutions and Qualifications

Please briefly describe your firm's expertise and approach in the following areas:

1. Documenting user requirements and defining system specifications for the implementation of the desired system.

Confirmed. In order to complete a project on schedule and within budget, we must ensure that we have as much information as possible about a client's existing system architecture and procedures, business structure, and culture, as well as their project requirements and expectations.

With this information, we draft a precise agreement with the client, which identifies roles and responsibilities, underlying assumptions, project deliverables, and specific completion criteria. This agreement, known as a Statement of Work, directs the activities of the project team and assists in the management of the client's expectations.

2. Describe required application development services necessary for this project's success.

KUBRA has a written/formal Software Development Policy that outlines high level procedures which must be followed for the development, maintenance, etc. of our applications. As part of our Software Development Life Cycle (SDLC), one of the main tenants has been to pursue the development of information systems in a very deliberate, structured, and methodical way, requiring each stage of the life cycle from inception of the idea to delivery of the final system, to be carried out rigidly and sequentially within the context of the framework being applied. In this process, the baseline configurations are documented and stored, allowing for a roll back point, and changes are tracked against the original baseline.

A high level overview of the steps taken during application development is as follows:

- Requirements Analysis Developers determine all application requirements.
- **Design** Application components are designed and planned in a manner consistent with application requirements as well as data and network security.
- **Development** Applications are coded based on the requirements keeping all application vulnerabilities in mind (e.g., memory bound issues, privilege, and access bypass).
- Code Review Peer developers, not solely the primary developer, must conduct code reviews of all new software.
- QA Implementation Implementation to the pre-production environment for QA testing
- QA Testing Functional and efficiency testing in the pre-production environment
- Documentation Written documentation on all application features and implementation
- Production Implementation Implementation to the production environment
- Production Testing Functional and efficiency testing in the production environment



Prior to introduction into the production network or systems, all changes are first tested on a QA or test network isolated from the production environment. The documented test plan is followed to ensure no adverse effects on the network, systems, or applications. User acceptance testing is conducted in a pre-production environment for which we provide access to our clients for initial and on-going testing post Go Live.

3. Application integration/interface construction and testing services, including specific quality assurance methodologies utilized.

We have a proven API set that supports two way web services in real-time to a client's CIS platform. We support standards such as SOAP 1.1/1.2, WSDL 1.1, and WS-BP 1.1, and we can pull or push data using the web services.

KUBRA utilizes a series of testing processes that include user acceptance testing, system integration testing, stress/load-balance testing, and 'pilot' testing of the initial application for deployment and for future updates/upgrades of the system. During a typical implementation, we proceed through approximately 15 different testing phases and use a number of different software applications to support each phase. We run four environments including Development, Test, Pre-Production, and Production. We use these environments to test and deploy implementations, work requests, and future releases of the product. User Acceptance Testing (UAT) is performed in the Pre-Production environment for which we provide access to our clients for initial and on-going testing post live date. The pre-production system is a duplicate of the production system except for any changes which are currently being tested.

Following is diagram from our internal testing documentation showing the steps involved in the project process:

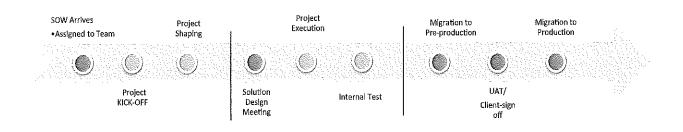


Figure 12: Testing Flow

After extensive user acceptance testing (UAT) by both KUBRA and the client, the project package is certified by our QA team and promoted to the production environment. The warranty period generally extends for 30 days post Go Live (Production) during which Project team members are available to effectively correct any random issues that may arise.

KUBRA

4. Provide a functional architectural diagram of the interactions between the components as they relate to the desired system enhancements and define your structural redundancies. Include in your proposal payment handling methods and options. Reversal methods, voiding methods and tracking of non-funded accounts are also of interest.

Our solution is built entirely on the Microsoft .Net framework. We use MS Windows as our operating system and MS SQL 2005-2008 for databases. The following lists the programming scripting, authoring languages, and tools used by KUBRA's development team in developing the system: Visual Basic, SQL Server, XML, ASP, HTML, VB Script, JavaScript, C#, and .NET. A functional architectural diagram is provided within **Appendix A**.

Utilization is monitored through multiple systems including the load balancers SNMP traps and a dedicated process flow server. All systems and services are scoped and utilized at 50% maximum capacity to allow for extended spikes in utilization without adverse effects to services provided.

All systems are set up to be fully redundant. The following outlines KUBRA's high availability solutions:

- Power related: Dual power supplies for servers, dual power grid lines, dual UPS systems, dual power generators
- Network related: All critical network devices are in Active/Hot Stand-by architecture.
- Storage: Use of RAID Arrays to host critical data. KUBRA utilizes RAID Arrays for the storage and hosting of your business critical data, which can be scaled as volume increases.
- Internet Connectivity: Use of multiple/independent Internet Service Providers (ISP)

As previously discussed, the iDoxs Suite supports payments made via the Web, Mobile, Text, Secure e-Mail, IVR, Consolidator Networks, Lockbox, CSR, Kiosk, and Retail Cash Locations. Further information regarding these payment methods and options are included below in response to question 7 as well as **Appendix B**.

All payment information (transaction attempts, successful, rejected, and returned) and history is recorded in real-time. Authorized City personnel will be able to access KUBRA's online User Console to refund payments (in-full or partially), cancel payments, or correct payments made in error, all in real-time. All reversed transactions will be processed immediately in real-time and recorded in your daily remittance file. If a same-day reversal is completed prior to the City's transaction cut-time, the transaction will be considered a void and the funds will never be removed from the customer's account. All reversals can be tracked through the User Console.

5. Describe the networking and communication infrastructure required to implement and maintain the components and the various implementation options supported.

The payment gateway needs a secure/dedicated TCP/IP connection via frame or VPN connection, and the settlement needs SFTP or FTP with PGP encryption if it is file-based.



6. Describe how you plan to address issues of security over the Internet and with mobile technology.

The transmission and storage of client data is protected by state-of-the-art firewall software, data integrity audits, intrusion detection, data encryption, and password secure application access. KUBRA uses Secure Socket Layer (SSL) 128 bit encryption, RSA, and 3DES encryption schemes for all transmissions of consumer data in order to assure privacy. Standard form authentication cookies are used and also IIS session cookies are used in some consoles.

Per KUBRA's Security Policy, client data is secured while in transit or at rest. Access to client data is restricted on a need-to-know basis. All access is monitored, logged, and reviewed by members of KUBRA's Security and Compliance Group. All changes to databases or changes to user access levels must be approved by KUBRA management and reviewed by the Security and Compliance Group. All client databases are kept separate with separate encryption keys, login IDs, and passwords. No cross database traffic is allowed. Additionally, KUBRA enforces the following:

- Use of two-factor authentication for remote access
- Use of encryption: While at rest or in transit, data is always encrypted.
- Use of File integrity monitors to detect any unauthorized changes in the protected environment

7. Describe how your proposed solution addresses the following:

- Payments by credit card
- Payments by eCheck
- Payments by debit card
- Payments by interactive voice response (IVR)
- · Payments by Internet through the City's website

The above payments are supported through KUBRA's iDoxs Suite and its one-time, non-enrolled application, KUBRA EZ-PAY. The iDoxs Suite is our cloud-based enrolled e-payment, e-billing and self-service platform that combines multiple e-billing delivery models (Biller-Direct, Consolidator, Mobile, and Secure e-Mail Delivery); enrolled payments; non-enrolled one-time payments (IVR, Call Center, Internet, Mobile, POS, Kiosk, and SMS); customer self-service and analytics; outbound interactive messaging (IVR, SMS Messaging, and e-Mail); in-bound e-payment consolidation; and, document archival/retrieval all powered by a common solution technology platform and system architecture. KUBRA supports multiple electronic document delivery and payment channels accepting ACH, credit cards, and debit cards.

Web Payment (Enrolled Web)

Our Biller-Direct e-bill channel supports an enrollment component; notifications and reminders (via outbound IVR, SMS text, and e-mail); bill history; usage graphs; payment scheduling tools (one-time, recurring, and threshold-based); self-service functionality; and, profile management. Once a customer enrolls in the Biller-Direct site, he or she will receive a notification through the preferred channel (IVR, SMS, or e-mail) as each bill is published with a link back to the site to log in or an option to pay. The customer will click on the link and then log in to the e-billing section of the site.



Once inside, he or she can view his or her current bill and submit a payment. KUBRA's Biller-Direct site is unified with all enrollment-based, self-service features so the end customer has one set of credentials. Once logged in, the customer can set up recurring payment plans (with credit cards, debit cards, and electronic checks); manage payment accounts and reminders; access billing and payment details; and, leverage other self-service tools such as shared account access, usage graphs, and notification management.

Highlights

- Customer self-service and analytics to allow your customers to manage their own accounts
- Electronic funds transfer (Legacy Direct Debit) processing
- Document archival/retrieval for 36 months
- Simplified enrollment process to achieve higher levels of customer satisfaction
- Real-time balance information

Responsive Web Design

KUBRA's customer-facing interfaces are built with Responsive Web Design (RWD) capabilities. RWD is an approach to web design aimed at crafting sites to provide an optimal viewing and interaction experience - easy reading and navigation with a minimum of resizing, panning, and scrolling - across a wide range of devices (from desktop computer monitors to mobile phones and tablets). All Biller-Direct functionality is available to the customer including detailed document viewing, scheduled payments, payment history, and profile management.

Interactive Voice Response (IVR)

KUBRA's IVR solution is integrated with our payment engine and supports the ability to make enrolled or non-enrolled IVR payments across multiple payment types. Customer account validation, payment authorization, balance update inquiry, etc. are all processed in an automated and branded (voice prompts) fashion with integration to and from your existing IVR/VRU (Voice Response Unit) environment. The IVR module can be sourced alongside the Call Center and Internet modules. Multi-tiered access to the IVR application is made via a truncation from your core IVR and the support of a direct connection through a supported 1-800 number via digital T1 lines into KUBRA's data center. The IVR module supports complete integration with the reporting, tracking, and monitoring tools across all e-payment sales channels.

KUBRA EZ-PAY (Non-Enrolled)

KUBRA will provide one-time payment channels for users who choose not to enroll. KUBRA EZ-PAY is our non-enrolled, on-demand payment solution that supports multiple sales channels and multiple payment types (ACH, credit card, signature debit card, and PIN-less ATM debit cards) with electronic document presentment, real-time account balance display, and payment authorization. The City may configure the service fees for the acceptance of these channels.



Full solution overviews of the iDoxs and EZ-PAY solutions, including available payment channels and functionality, are provided within **Appendix B**.

Payments by iNovah Cashiering System (web base)

KUBRA supports both batch and real-time connectivity to existing applications/systems. We have an extensive real-time web service/API set that can be used for both payment posting and account/status verification. With our real-time integration offering in a KUBRA hosted environment, KUBRA validates the account/status in real-time with real-time payment posting. KUBRA leverages APIs to retrieve and push updates to client systems. We support standards such as SOAP 1.1/1.2, WSDL 1.1, and WS-BP 1.1, and we can pull or push data using the web services.

Payments that are processed by City staff (POS)

City staff will be able to process POS payments via the KUBRA EZ-PAY In-Person Payments solution.

How It Works

- 1. The merchant/City swipes the card into the deployed POS device card reader and enters the dollar amount of the transaction, and merchant order number (discussed later*).
- 2. The transaction routes to KUBRA for authorization.
- 3. At the end of the day, the merchant transmits all approved transactions using the POS application (closes the batch).
- 4. These are then settled to the card issuer, and the funding is deposited into the merchant's specified bank account within two business days (for ACH settled merchant) after batch close.
- 5. Payments are consolidated into your daily batch remittance file for account posting.
- 6. Payment history is stored in the User Console's Payment Manager and is exposed to the customer-facing portal for a true consolidated payment history view.



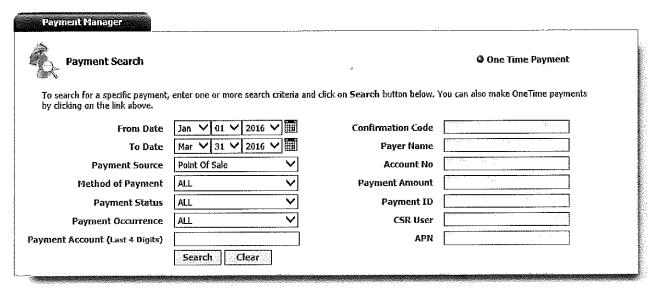


Figure 13: Payment Search (Confidential)

Enrollment in recurring payments on credit cards

Enrollment functionality is supported through the iDoxs Suite.

Emerging technology that is available.

Emerging technology that is available for you to consider includes:

- KUBRA EZ-PAY Pay-by-Text Offers a simple, secure and efficient way to extend your billing reach by allowing your customers to pay bills each month with secure text messaging.
- KUBRA EZ-PAY Retail Cash Payment (RCP) Solution which provides a fast, convenient and secure alternative to customers who prefer to use cash to pay bills. Customers can make cash payments at one of thousands of participating merchant locations such as 7-11, Family Dollar, and CVS Pharmacy.
- KUBRA EZ-PAY Self-Service Bill Payment Kiosks Offer an in-person payment solution that enhances the customer experience by providing customers with more choices and ease when making bill payments.

Pricing for the emerging technologies noted above can be provided after a requirements gathering session with the City.

8. Describe how your proposed solution will interface with the existing City systems and in particular how transactions will be generated (if necessary). This includes the ability to link to the City's IVR and Interactive Web System to accept payments directly from City customers using credit cards, debit cards, and checking accounts and providing payment files to the City and creating ACH transactions.

KUBRA's IVR solution is integrated within our payment engine and supports the ability to make non-enrolled or enrolled IVR payments across multiple payment types. Customer account validation, payment authorization, balance update inquiry, etc. are all processed in an automated and branded (voice prompts) fashion with integration to and from your existing IVR/VRU (Voice Response Unit) environment. The IVR module can be sourced alongside the call center and internet modules. Multi-tiered access to the IVR application is made via a truncation from your core IVR and the support of a direct connection through a supported 1-800 number via digital T1 lines into KUBRA's data center. The IVR module supports complete integration with the reporting, tracking, and monitoring tools across all e-payment sales channels.

Highlights

- Support across all payment types
- Support of multiple languages
- Adherence to NACHA and Credit Card PCI requirements
- Ability to access current balance and date/amount of last payment
- Deep integration with existing IVR
- The IVR Module supports "warm" or "cold" transfers from your existing VRU/IVR
- Customized voice prompts to reflect your corporate branding, business rules, and desired functionality
- The IVR module is synchronized with your Internet and Call Center modules reflecting payment activity in real-time.

Access Points

- Warm transfer from a CSR
- Warm transfer from the client's IVR
- Cold Transfer from the client's IVR
- Direct consumer dial via 800 number
- Web Services (maintain customer at the client's IVR)
- 9. Describe ceilings/limits on transaction payment amounts, if any.

KUBRA does not have any restrictions on payments other than \$1.00 minimum and \$999,999.99 maximum payment amounts per transaction.



10. In the last twelve (12) months, how many times has your system been inoperable to customers and for how long?

KUBRA has over 550 clients which utilize our solutions for electronic presentment and payment, and we maintain a 99.9% system up time. In 2015 and 2016, KUBRA did not experience any material downtime which degraded our services or the processing of payments outside of our regularly scheduled and published Maintenance Windows.

11. Describe your information privacy policies toward information that may be hosted by your services. Information obtained by the Contractor concerning customer accounts or customer credit information.

Below we have provided a high-level description of KUBRA's security policies in regards to our system and applications, network, information and data transmission, and data storage:

- Network Security: Our management, monitoring, and alerting capabilities extend to multiple types of Layer 2, 3, and 7 attacks. Multiple log servers receive information from multiple points including web application firewalls, Layer 2/3 firewalls, and web and SQL servers.
- Information Security: The transmission and storage of client data is protected by state-of-the-art firewall software, data integrity audits, intrusion detection, data encryption, and password secure application access. KUBRA uses Secure Socket Layer (SSL) 128-bit encryption, RSA, and 3DES encryption schemes for all transmissions of consumer data in order to assure privacy.
- Data Transmission Security: KUBRA uses the PGP encryption application for internet communications enabling you to encrypt files using KUBRA's public key. KUBRA supports both FTP and SFTP. Both of these protocols are supported for Encrypted Data Transfers across the internet or direct point-to-point dial-up links to ensure data integrity and privacy.
- Data Storage Security: KUBRA understands that the security of the subscriber data and sensitive financial information is of the highest priority for all parties involved and that is why KUBRA has developed comprehensive measures to ensure data and facility security are fail-safe. Physical site and data security measures, such as zoned access and intrusion detection, are designed to provide the highest levels of protection. The transmission and storage of client data is protected by state-of-the-art firewall software, data integrity audits, intrusion detection, data encryption, and password secure application access.

For internal security measures, all potential KUBRA employees with access to personally identifiable information are not permitted to begin work until they have passed background checks including criminal record checks and a drug tests. These are repeated every seven (7) years. Reference checks are also completed prior to hiring. When a new employee joins, that employee's access is validated against other employees that are in the same group and perform the same role. All access is verified and audited by the Information Security group, whether during on-boarding, off-boarding, position changes, and randomly through security audits.

In addition, all users are granted privileges based on business needs. User accounts are managed through Active Directory. To gain extended access rights, the privileged users need to complete an



authorization request and provide proper justification. The authorization request must be reviewed and signed by the appropriate Team Leader and then by a member of KUBRA management or the Information Security, Privacy, and Compliance group. The authorization request may also be sent by the HR Department related to a new hire or for a position change. After the authorization request is signed, an internal ticket is opened and a member of the Network Administrator group processes the Active Directory changes. Additionally, all privileged systems/applications are controlled, audited, and tracked. The audit generated logs allow read-only access.

12. Describe your experience with providing secure access to mainframe based information systems and all other City systems residing behind a firewall through the Internet.

KUBRA supports the following secured connectivity methods:

- Secured HTTP sessions (port 443) using SSL
- Secured FTP (port 22) using SSH
- Encrypted FTP and e-mails using PGP Keys
- Site-to-site VPN's using IPSec
- 13. The City's current process includes the use of a virtual terminal (POS) that provides the City with customer account information, and the ability to inquire and submit payments on behalf of the customer (a transaction fee is charged). Describe how your company will provide this same or similar service.

The Payment Manager within the web-based User Console provides the ability for authorized CSRs to take non-enrolled, one-time payments from customers. Payments can be made by credit card, debit card, or ACH (bank account).

To access the payment page, click on "One Time Payment" from the Payment Manager home page. Please note, this functionality is permission-based so only CSRs with permission to take payments will be able to do so.

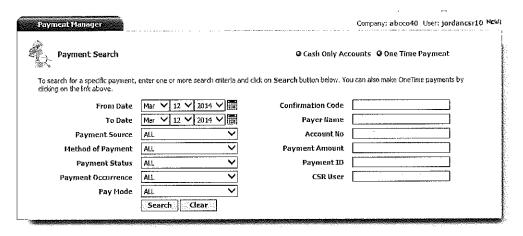


Figure 14: Payment Manager (Confidential)



14. Describe the process to add new merchant accounts.

For new merchant account requests, a merchant application will need to be completed and submitted through your KUBRA Relationship Manager who will then coordinate set up with the appropriate payment processor. It typically takes five to ten (5-10) business days for a new account to be established.

15. Currently FIS charges the City's customers a processing fee for credit card and eCheck payments made over the phone and the web. Should the City decide to incur some or all of these fees, please project the increase in payment transaction activity and fees the City can expect to incur.

Across our client base of government and municipal utilities, when a convenience fee model is supported (Third party charges customers a processing fee), 3% is the average utilization of customers. With a change to a biller-absorbed model, we find the customer utilization jumps to 18-30% so the projected increase is significant.



Section I | Reports

Provide a detailed overview of the reporting capabilities provided by your solution.

1. Discuss your standard reports, your report writer, on-demand reporting, custom report development, and audit capabilities.

KUBRA provides two client portal consoles for administrative and reporting tasks – the Admin Console and the User Console. The Admin Console is the "behind-the-scenes" module that manages the City's CSRs and provides the ability to manage and report on the application and the data currently loaded into the central database. The User Console allows authorized City personnel to run reports and manage customers.

The consoles support over 40 ad hoc reports that can be generated on demand. There is the ability to export your data into an Excel, CSV, or XML file for further analysis across all reports created. All data will be stored for a minimum of 36 months.

The Admin Console provides role-based access allowing Administrators greater control and flexibility when granting users access to the application. With segmented access, Administrators can establish group level profiles and then assign Users to each group and their associated attributes. There is no limit to the number of profile groups that can be established within the system. Options include access restrictions by date/time and IP address as well as a wide variety of available features/functions (e.g., ability to apply refunds and cancellations). With the ability of Administrators to build and maintain profile groups with extensive variables, you are able to institute a more controlled approach across each user's section.

The User Console provides easy-to-use reporting tools on all payment activity in real-time. Authorized CSRs can view all payment history for a given time period and view payment details by Date Range, Payment Source, Type, Status, Confirmation Number, Payer Name, Account Number, Payment Account, and Payment ID. Additionally, the User Console allows a CSR to take a one-time payment from a customer over the phone in a live, CSR assisted capacity, if desired.



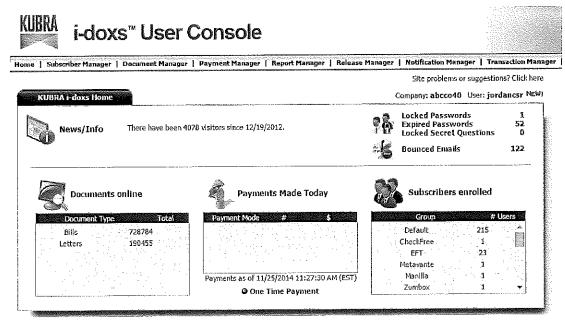


Figure 15: User Console (Confidential)



Highlights

- Manage CSRs and their productivity through various types of audit reporting and tracking
- Real-time authorization of payment account information eliminating ACH returns and credit card declines
- Enables a powerful collections tool for your Credit Department with real-time posting
- Real-time posting allows for reporting and tracking of the scheduled payment immediately after initiation.
- User Console gives collectors and CSRs the power to look up and modify all electronic payments regardless of payment type or entry mode (e.g., Call Center, IVR, Internet, or Mobile).
- Web-based access to all applications through a standard browser such as Microsoft Internet Explorer® - no client software in any capacity (eliminates need for proprietary client viewers or software plug-ins)
- Integrated Application access with data pre-populated within your CRM/CIS User Interface which allows for optimized processing of one-time Call Center assisted payments

The iDoxs Administrator at the City will create a unique user ID and password for each City employee that is granted access to view transactions and/or customer information online. With the ability of Administrators to build and maintain profile groups with extensive variables, you are able to institute a more controlled approach across each user's section.

User Console Functionality

Document Manager

View, e-mail, or print available documents

Payment Manager

- Search for a payment
- Take a one-time payment
- Refund/cancel a payment
- Manage a "Cash Only Accounts" list

Notification Manager

View user and system generated notifications sent via e-mail, SMS, and voice to subscribers

Report Manager

 Run reports to track enrollment, payments, subscriber activity, data loading, as well as e-mail and SMS activity

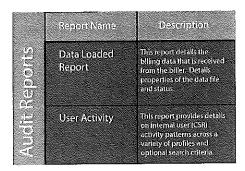


User Console Reports

The User Console's Report Manager provides a high level of granularity with respect to data management, user community support/monitoring, and payment settlement/tracking. It provides the City access to a multitude of data stored in the KUBRA platform. For each report, the User selects the Report Type then selects the specific report he or she wishes to run and enters the desired search criteria (dates, parameters, etc.). Reports include:

Audit Reports

Access to various activities based around the files loaded into the platform as well as User activity within the system. These reports are designed to provide statistical information on loaded files for auditing purposes.



Payment Reports

See what payments have been processed and give financial details useful to any business. Statistics such as payments successfully processed, refunded, and returned are available. This makes balancing a bank statement much easier.



| | (apore Name | Description |
|------------|----------------------------------|--|
| | Payment Source Summary | This report details a sum- mary of payments in the specified time period sorted by payment source. |
| <u>S</u>] | Pay Type Summary Report | This report details a sum- mary of payments in the sperified time period sorted by payment type. |
| Repor | CSR Payment Report | This report details a sum many of payments processed by CSRs sorted by the CSR that processed the payments. |
| HIGH | Payment Report | This report details a listing of all payments in 1-doss based on date range payment status, and customer ID. |
| Pay | Returns Report | Displays transaction information regarding the returned charges based on a selected date range, payment mode and category. |
| | Funding Report | Display deposit information regarding the funds transferred to your account based a selected date rage and category |
| | Credit Card Expiration Report | Provides a listing of all accounts with CCs set to expire within the selected date range. |



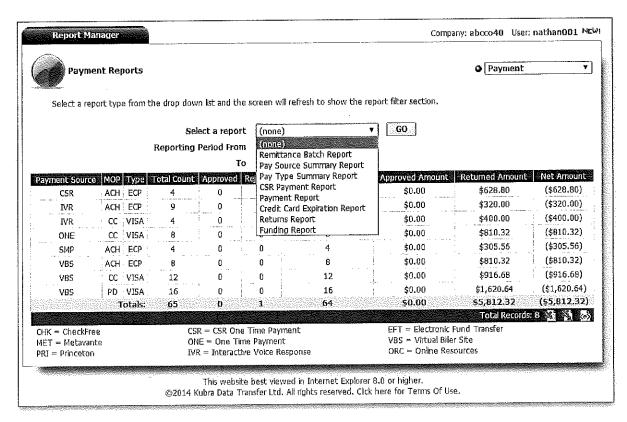


Figure 16: Report Selection (Confidential)

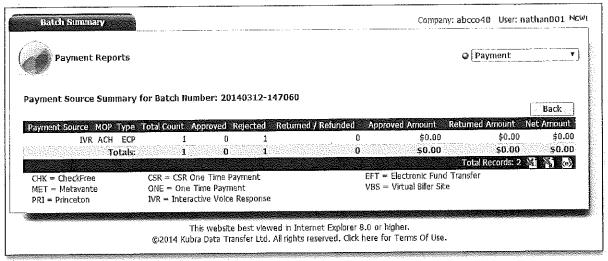


Figure 17: Payment Source Summary (Confidential)



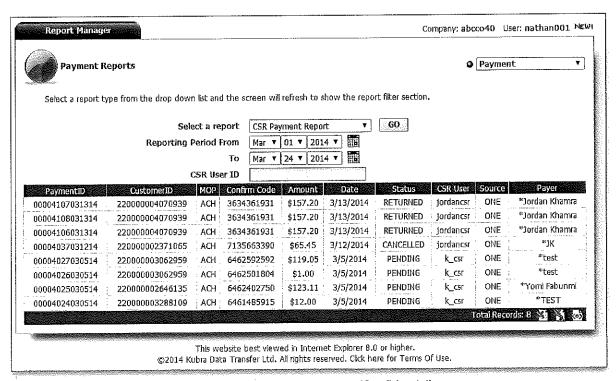


Figure 18: CSR Payment Report (Confidential)



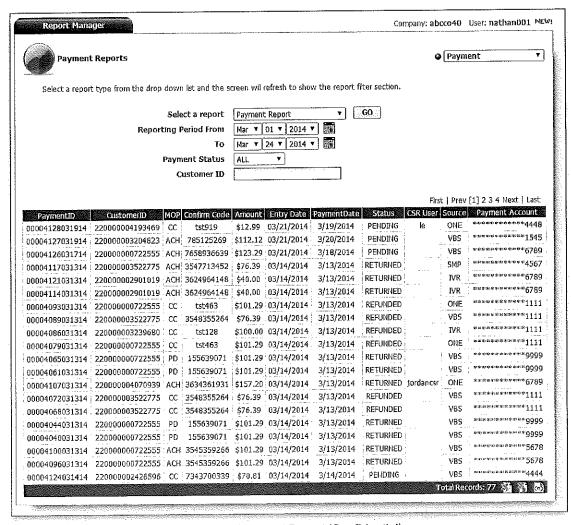


Figure 19: Payment Report (Confidential)



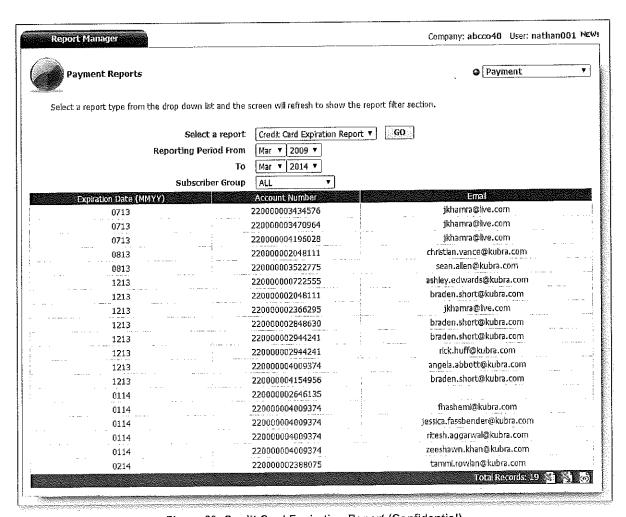


Figure 20: Credit Card Expiration Report (Confidential)



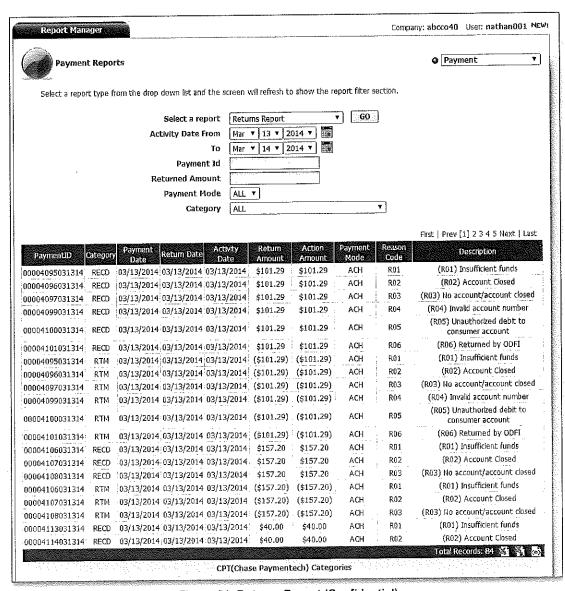


Figure 21: Returns Report (Confidential)



IVR Reports

Displays call/IVR statistics based on location, time, duration, date, etc.

| | Report Name | Description |
|---------------|---------------------------|--|
| | Call Summary | This report details, across a date range, the total volume of calls, length per call, and the maximin averages per date detailed. |
| | Call from Location | This report details across a date range, the specific area codes and exchange ID's across volume metrics. |
| | Time of Day Report | This report details, across a date range, the number of calls made spanning a date ranges, grouped by the hour of day each call was placed. |
| 3000 | Calls by Area Code | This report details, across a date range, the number of calls made from a specific area code. |
| IVR Payment F | Call Duration Report | This report details, across a date range, the number of calls made, grouped by the hour and the relative percentage of the calls made during that specific hour. |
| | Calls by Month | This report details, across a date range, the total number of calls, total minutes of all calls, and the average call length, grouped by month. |
| | Detail Call Summary | This report details, across a date range, the total number of calls, total minutes of all calls, and the average call length, grouped by date. |
| | Day of The Week Report | This report details, across a dale range, the total number of calls, total minutes of all calls, and the average call length, grouped by weekday. |



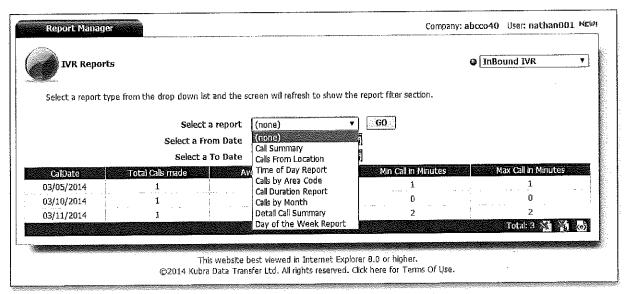
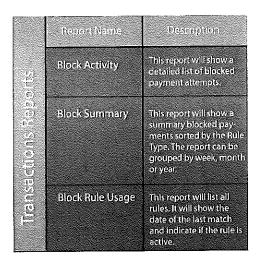


Figure 22: IVR Report Selection (Confidential)

Transactions Reports

Displays information based on the Transaction Rules set up in the Transaction Manager (reporting on blocked suspected fraudulent activity)





Notification Reports

View statistics regarding e-Mail, SMS, and Voice notifications by channel type sent via the platform

| | Report Name | Description |
|----------------------|------------------------|---|
| lotification Reports | email | This report provides a sum- mary of the email notifica- tions sent by the platform (Payment Confirmations, for example) by date range. |
| | SMS | This report provides a summary of the SMS notifications sent based on a date range. |
| | IVR Summary | Provides reports within specified date range with number of customers, number of answered calls, number of attempts, and percentage of answered calls. |
| | IVR Summary Report | Provides reports within specified date range with number of customers, number of answered calls, number of attempts, and percentage of answered calls. |
| | IVR Payment Summary | Provides reports within specified date range with number of customer, number of payment attempts, number of total attempts, and percentage of payment attempts. |



Admin Console Functionality

User Manager

Create, manage, and remove authorized City users

Subscriber Manager

Change or assign a Subscriber into the various Subscriber Groups that you create

Notification Manager

- Create and manage e-mail, SMS, or voice notifications sent for events like new enrollments, new documents, rejected payments, forgotten passwords, etc.
- Notifications are organized by type, subscriber group, channel, and language.

Messaging Manager

- Add, edit, view, and configure messages that appear to Subscribers and User Console agents
- Messages are configured by the User Role or Subscriber Group

On-site Marketing Manager

- Create and schedule marketing campaigns
- Three (3) types of campaigns: e-mail, pop-up, and banner
- E-Mail Campaign is an e-mail blast delivered to your e-bill subscribers.
- Pop-up Campaign is a messenger-like pop-up ad that pops up on the Presentment page or Home page.
- Banner Campaign is an image ad that can be positioned on the Bill Presentment page or Home page.

Subscriber Group Manager

Add, edit, or delete Subscriber Groups

Payment Manager

 Search payment activity by payment date, payment entry date, status, source, method, payment ID, payer name, account number, confirmation code, or amount

Security Manager

- Control and manage the security and access of the User Console
- Define specific security roles with unique feature permissions and access rights



- Lets you control when, where, and what Users can work with
- Add, edit, or delete roles

Communication Manager

Define e-mail, SMS, and voice communications that will be used in an iMessage campaign

Call Center Manager

- Define the call center phone number and business hours used in various sections of the application
- Define multiple call centers with different phone numbers

Voice Inventory Manager

Manage voice files that are used in voice notifications and communications

Admin Console Reports

The reports section within the Admin Console provides for the tracking, monitoring, and reporting of all activities associated with the electronic storage, presentment, and payment of electronic bills. The reporting tool's key/primary role is to capture all events/activities into an electronic audit journal that is made available to a user defined audience.

The Admin Console delivers a powerful administrative solution that logs the occurrence of all primary events within the bills online life cycle with a high level of verbosity allowing for effective customer support and systems management.

The Admin Console supports over 20 ad hoc reports that can be generated on demand. Across all reports created there is the ability to download the data into an Excel spreadsheet which will automatically open your Excel client and populate the data for further analysis. Below we have provided an overview and some screenshot examples of the reporting features.

Administrative/Reporting Highlights/Transaction Report

The Transaction Report within the Payment Reports section allows the Administrator to run a payment activity report with respect to the status and details of payments with multiple search criteria including Status (e.g., All, Approved, Cancelled, Rejected, Scheduled, and Pending), Payment Source (e.g., ALL, IVR, VBS, and One-time), Date Range, Payer Name, Account Number, Payment Type (e.g., ACH and Credit Card), and Confirmation Code.



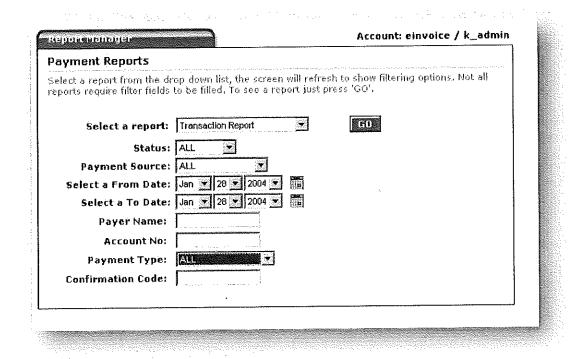
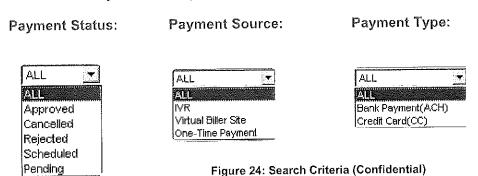


Figure 23: Transaction Report Selection (Confidential)

Run searches by the following criteria:





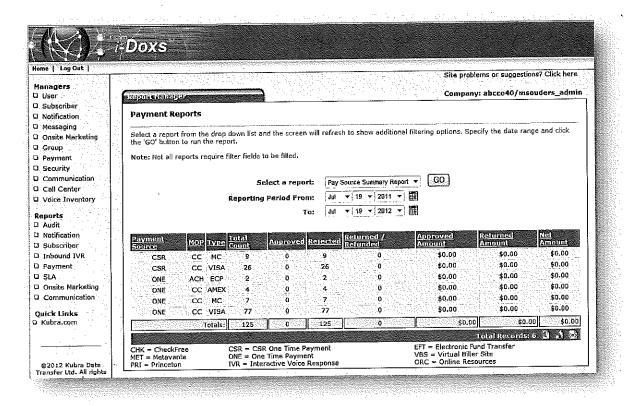


Figure 25: Pay Source Summary Report (Confidential)

Audit Reports/User Activity Reports

The User Activity Report allows the Administrator to run an activity report on their community of internal Users (CSRs and Employees) by User ID, specific activity, or all activities (e.g., Login, Logout, Login Failed, CSV Download, and PDF Download) and across a diverse date range. From within the User Activity specific report search interface, you can also navigate to the other report within the Audit reports category, Data Loaded, by sourcing the "Select a Report" drop down menu. Following is a typical results inquiry table.



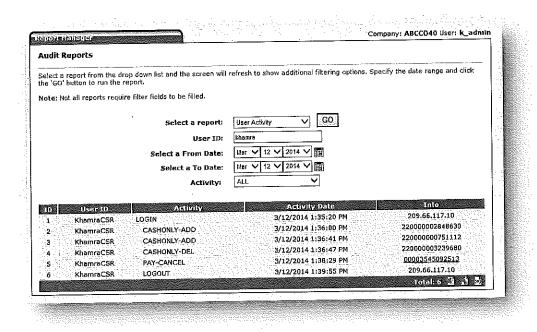


Figure 26: User Activity Report (Confidential)

Search Tools

Navigation and interaction tools are the same as with the Data Loaded Report within the Audit Report section of the reporting tools group. Our reporting solution utilizes one common payment engine and platform to support all the various payment channels, types, and configurations which allows our clients to manage and track transactions from one database and one reporting/tracking engine.



As noted in the sample report below, you can track payments by source across e-bill enrolled, EFT, one-time, IVR, and a wide variety of consolidator networks within one payment reporting toolset. This functionality is only possible if it powers all functionality from a common technology platform without reliance on third parties and secondary solutions.

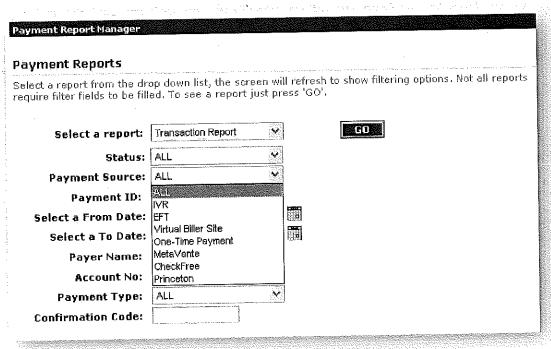


Figure 27: Payment Source (Confidential)

The Admin console provides a comprehensive set of dynamic reporting and tracking tools related to Tier 1 and 2 customer support. The Admin console allows you to:

- Access ad-hoc real-time reporting across virtually an unlimited number of core metrics (e.g., review the average length of a call from 1:00 p.m. to 3:00 p.m.)
- Track all payments real-time regardless of status, source, or type
- Track CSR assisted payments in real-time
- Access all support cases by date, type, length, confirmation #, and status in real-time
- Manage your call center user environment with our intuitive roles based security dashboard
- Review and track in-bound e-mail inquiries and associated responses, resolution, and knowledgebase scale/evolution
- Create, manage, and track outbound iMessage campaigns



The Home page of the Payment Manager provides search options to locate a specific payment. There are many search fields that you can use to narrow your search and ensure you receive accurate results.

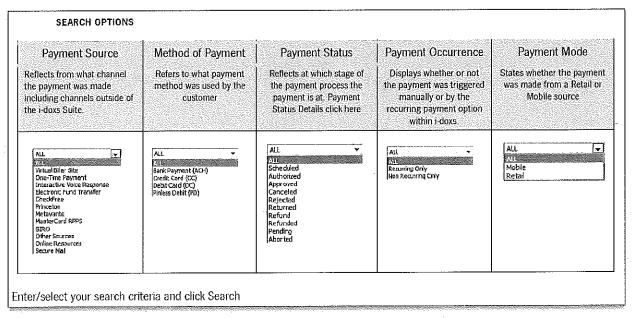


Figure 28: Payment Search Options (Confidential)

Submit sample reports used by your clients as well as other reports available to the City.

Sample reports are included in response to the previous question.

3. Describe the process to add or change existing reports or file formats during the implementation phase.

Changes to file formats or reports will be accommodated with a documented and signed Project Change Request (PCR). Changes to reports follow the same procedure.

As a standard, we provide access to over 40 online reports which can be generated on demand in real-time through the Admin and User Consoles in a standard web browser. Once generated, there is the ability to export your data into an Excel, CSV, or XML file for further analysis across all reports created.

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4. Please be specific as to what information and reports would be received by the City indicating the gross settlement of amounts due to the City, as well as what type of information and reports would be received by the City indicating the gross settlement of amounts due to you. Please note the frequency and include samples of such reports.

KUBRA will provide a daily Remittance File to the City. The file will be transmitted via secure FTP. The file format, layout, and contents will be based on your defined specifications.

KUBRA's online reporting tool, the User Console, provides a Reconciliation Report that displays any discrepancies between the banked and booked amounts. The User Console also provides a Remittance Batch Report that provides a summary of batch transactions for a specified period. Also available in the User Console is a Funding Report which displays deposit information regarding the funds transferred to your account based on date range and category. All reports are available 24x7 and may be viewed online or exported in a CSV, Excel, or XML file for further analysis.

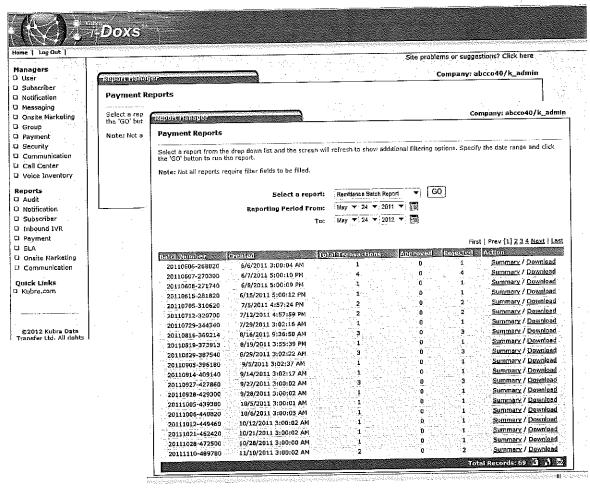


Figure 29: Remittance Batch Report (Confidential)



Section J | Support Services

1. Describe types of support available (i.e. phone, email, at the job site) including scheduled availability for each support type (days of week, hours, holidays) and the average response time for each support type.

KUBRA provides post-production client support through our Service Delivery team, which supports our clients 24 hours a day, five (5) days a week. Weekend support is provided through our Client Support office so clients receive support 24x7.

KUBRA's service and support structure supports an automated e-mail response and tracking system as well as an online support case system (DocWeb). Incidents are tracked via a work request "ticket" that is created in DocWeb and documents all correspondence through its entire "life cycle". The ticket is also used to collect vital information for the change management logs which detail all issues and the subsequent adjustments and revisions to the solution in question. COR will be able to logon to DocWeb and track all active and closed support cases including their statuses and all case associated e-mails. All e-mails and phone calls receive a response within 15 minutes and a support case is created via an automated e-mail.

The support system has pre-defined SLA times for issues reported into the support team. Standard response/resolution metrics are as follows:

- 30 second max wait time for initial contact to the call center
- 15 minute response for receipt and processing of an online inquiry
- 5 minutes average timeline to resolve 95% of e-bill support issues
- 2. Describe plans in place to address system outages and disaster recovery procedures.

KUBRA has a fully tested, regularly audited and enterprise-wide Disaster Recovery (DR) Plan that synchronizes response measures from multiple backup data center sites across North America. Our comprehensive DR Plan supports all critical data center inflection points including contingency for data transmission, application servers, storage, routers, hubs, and communication links. Our certified Business Continuity Plans include detailed preventative measures, backup, restoration, and testing for site, network, and communication outages, data center equipment contingency, human resource deficiencies, and Internal Security compromises. Highlights include:

- KUBRA provides multiple "hot site" redundancy facilities for its entire document production infrastructure.
- Our Contingency Plan is world-class, complete, and thoroughly tested on a regular basis by an
 outside independent firm. Every six months we proceed with rigorous testing of our
 Contingency Plan on every level and from every plausible situation or event.
- We simulate what we would classify as a Disaster or Contingency situation and proceed with a real-time recovery plan on multiple levels.

- Each simulated Disaster and subsequent recovery plan is reviewed by an outside organization on the basis of reaction time, support and efficiency, downtime, system integrity and process speed.
- We secure transmissions with multiple firewalls from multiple access points utilizing PGP encryption with redundant communication providers.

The primary objective of this Disaster Recovery Plan is to ensure the continued operation of identified business critical systems in the event of a disaster. Specific goals of the plan are:

- To be partially operational at the appropriate standby facility within 48 hours of a disaster declaration
- To operate at the standby facility for up to two (2) weeks (or longer if necessary)
- To reinstate KUBRA facilities in the original or new premises within the maximum working standby period
- To minimize the disruption to KUBRA's critical and core business

KUBRA's DR/BC plan encompasses an architecture style of "Four Corners", with primary failover sites located in the same country as the designated primary datacenter. Secondary and tertiary failover sites are located in another country. All client data is kept in its country of origin, unless cross-border allowance is specified by the client or in the unlikely failure of both datacenters in the country.

In the highly unlikely event that KUBRA should initiate our DR Plan, clients will be notified as soon as possible via e-mail to pre-designated personnel with regular updates until resolution by our Client Services team. Contact information will be provided during project implementation.

3. Provide the name and method of accessing any user group or symposium associated with products/services being proposed. When is the next event?

Once per year, KUBRA utilizes a third party to conduct a usability focus group on our applications to help drive efficiencies in the user experience. There are currently 35 members of the user group.

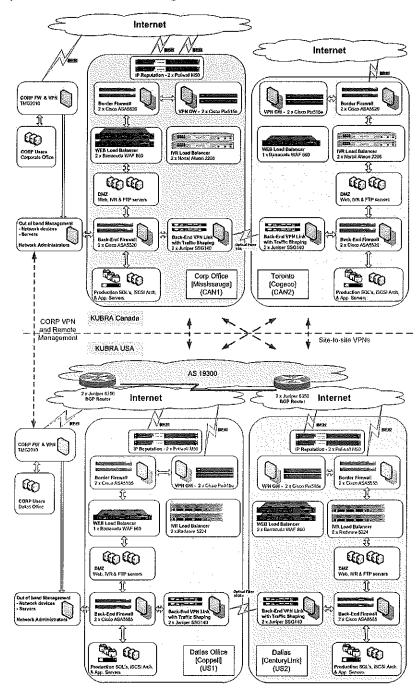
KUBRA also conducts an annual Executive Advisory Board (EAB) made up of key executives from our client base. EAB members enjoy exclusive access to the KUBRA Executive Team for a one day event that includes: Networking with Peers, Product Roadmap, Emerging Technologies & Threats, and Guest Speakers from the payments community. Our next EAB takes place in April of 2017 in San Diego.

Our iConnect Conference is also held once per year for all clients to attend. The iConnect Conference is a technology-focused user group which will take place in October of this year at the Hearst Tower in Manhattan.

You may obtain further information regarding these groups as well as arrange access through your assigned KUBRA Client Relationship Manager.

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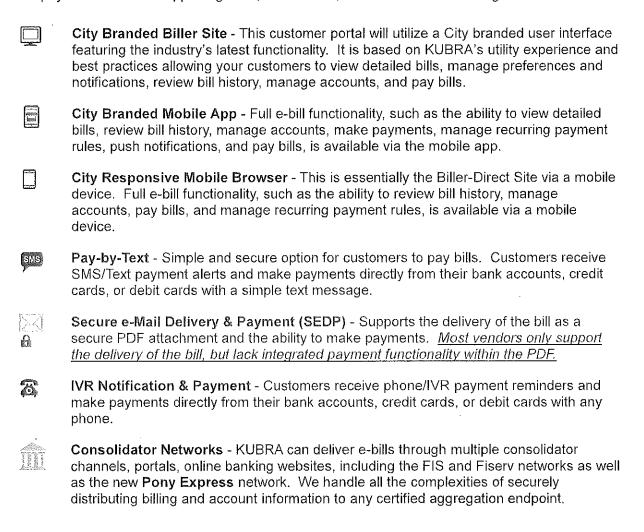
Appendix A | Architectural Diagram





Appendix B | iDoxs Solution Overview

The iDoxs Suite is our cloud-based e-billing and self-service platform that combines multiple e-billing delivery models (Biller-Direct, Consolidator, Mobile, and Secure e-Mail Delivery); enrolled payments; non-enrolled one-time payments (IVR, Call Center, Internet, Mobile, POS, Kiosk, and SMS); customer self-service and analytics; outbound interactive messaging (IVR, SMS Messaging, and e-Mail); in-bound e-payment consolidation; and, document archival/retrieval all powered by a common solution technology platform and system architecture. KUBRA supports multiple electronic document delivery and payment channels supporting ACH, credit cards, and debit cards including:





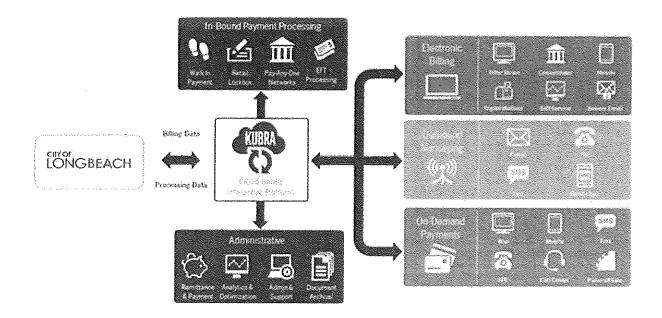


Figure 1: iDoxs Suite Overview (Confidential)

Biller-Direct

Our Biller-Direct e-Bill channel supports an enrollment component; notifications and reminders (via outbound IVR, SMS text, and e-mail); bill history; usage graphs; payment scheduling tools (one-time, recurring, and threshold-based); self-service functionality; and, profile management. Once a customer enrolls in the Biller-Direct site, he or she will receive a notification through the preferred channel (IVR, SMS, or e-mail) as each bill is published with a link back to the site to log in or an option to pay. The customer will click on the link and then log in to the e-billing section of the site. Once inside, he or she can view his or her current bill and submit a payment. KUBRA's Biller-Direct site is unified with all enrollment-based, self-service features so the end customer has one set of credentials. Once logged in, the customer can set up recurring payment plans (with credit cards, debit cards, and electronic checks); manage payment accounts and reminders; access billing and payment details; and, leverage other self-service tools such as shared account access, usage graphs, and notification management.

Highlights

- Customer Self-Service and Analytics to allow your customers to manage their own accounts
- Electronic Funds Transfer (Legacy Direct Debit) processing
- Document Archival/Retrieval for 36 months
- Simplified enrollment process to achieve higher levels of customer satisfaction
- Real-time balance information

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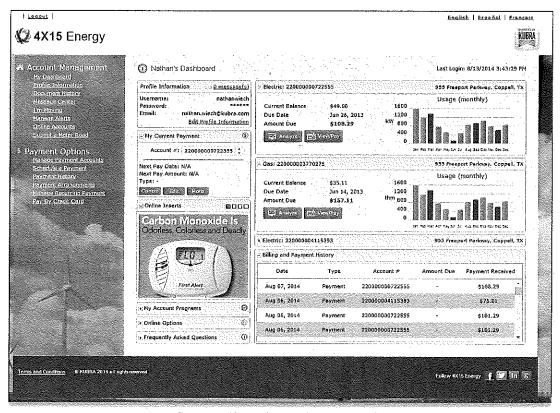


Figure 2: Home Screen (Confidential)

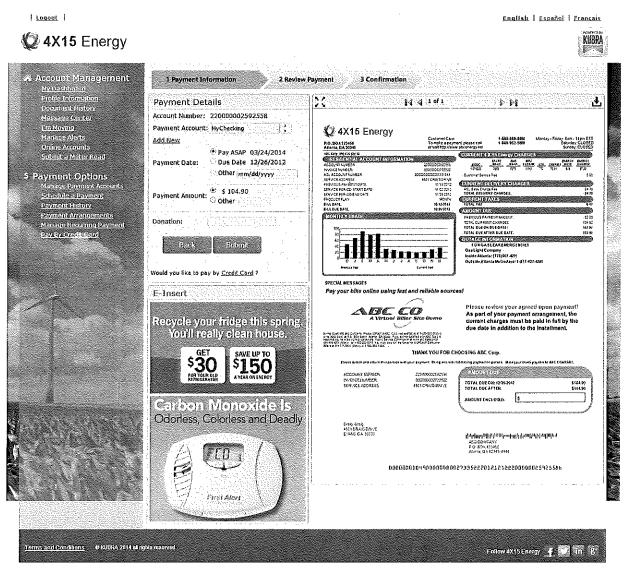


Figure 3: Biller-Direct Site - View/Pay Bill Page (Confidential)



Mobile Channels

KUBRA supports a variety of mobile e-billing and payment interactive channels within one integrated solution including a Responsive Web Browser, Mobile Apps, and Pay-by-Text. We support these channels across all carriers and multiple platforms.

Responsive Web Design

KUBRA's customer-facing interfaces are built with Responsive Web Design (RWD) capabilities. RWD is an approach to web design aimed at crafting sites to provide an optimal viewing and interaction experience - easy reading and navigation with a minimum of resizing, panning, and scrolling - across a wide range of devices (from desktop computer monitors to mobile phones and tablets). All Biller-Direct functionality is available to the customer including detailed document viewing, scheduled payments, payment history, and profile management.

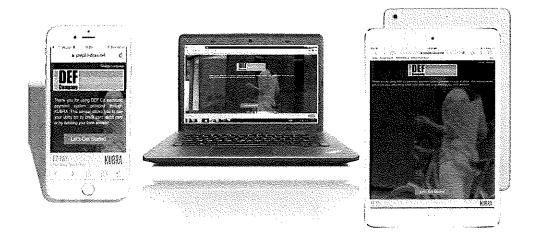


Figure 4: KUBRA Biller-Direct is Responsive (Confidential)



Mobile Apps

The mobile app end user experience is very similar to the responsive website with the primary difference being the downloading of the app initially. KUBRA can provide a fully branded app searchable from Google Play™ or the Apple App Store™ that is fully integrated with the City's Biller-Direct site with a unified payment warehouse. One key advantage of the app versus the optimized mobile browser is that the updates and notifications are built into the app and there are additional powerful marketing and communication options. All Biller-Direct functionality is available to the customer including detailed document viewing, scheduled payments, payment history, and profile management.









Figure 5: Mobile App (Confidential)



Highlights

- Integration capabilities fully integrated with our Biller-Direct, Consolidator, and Secure e-Mail
 Delivery e-billing modules
- A complete mobile solution support for all three critical interaction channels (Browser, App, and SMS) within one integrated solution
- Universal payment warehouse allows for access across all sales channels and payment types within one unified interface

Pay-by-Text

KUBRA Pay-by-Text is a simple and secure text-based bill notification and payment solution that quickly allows your customers to complete payment transactions from the convenience of their mobile device.

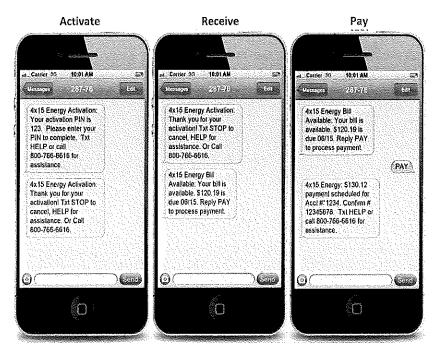


Figure 6: Pay-by-Text (Confidential)

Highlights

- Quick one-time activation
- Support for 2-way SMS notification and payment confirmation
- Accepts multiple payment types (ACH, Credit Cards, and Debit Cards)



- Certification with all U.S. carriers including Verizon, AT&T, T-Mobile, and Sprint
- Payment warehousing support
- Convenience fee and non-convenience fee models
- Ability to "bolt" onto existing mobile or e-bill based programs
- Administrative console for control of messaging and support
- Leverages the underlying KUBRA payment infrastructure
- Flexible options for in-bound billing data and payment remittance formats

Secure e-Mail Delivery & Payment (SEDP)

With secure e-mail delivery, the bill or statement is encrypted as a PDF attachment and e-mailed with payment tools contained within the interactive PDF. Customers are able to view exact replicas of bills, schedule payments, update profile information, and download data elements all from within their inboxes. Processing occurs in our PCI Level 1 compliant environment and we leverage RC4 encryption through Adobe Reader with real-time updates to the PDF as transactions occur (i.e., document dynamically captures payment status and confirmation number).

Highlights

- Entire bill or document is delivered directly into the inbox as an encrypted offline attachment with real-time payment authorization
- Consolidated documents and payments consolidation of multiple documents into one integrated email and payment of multiple bills
- Embedded one-click payments and payment warehousing
- Reporting tracking of all e-mails sent, received, and processed with bounce e-mail management tools
- Account management updates (capture changes to profile/payment info)
- Support of e-inserts and advanced targeted messaging tools

Interactive Voice Response (IVR)

KUBRA's IVR solution is integrated within our payment engine and supports the ability to make non-enrolled or enrolled IVR payments across multiple payment types. Customer account validation, payment authorization, balance update inquiry, etc. are all processed in an automated and branded (voice prompts) fashion with integration to and from your existing IVR/VRU (Voice Response Unit) environment. The IVR Module can be sourced alongside the Call Center and Internet modules. Multitiered access to the IVR application is made via a truncation from your core IVR and the support of a direct connection through a supported 1-800 number via digital T1 lines into KUBRA's data center. The IVR Module supports complete integration with the reporting, tracking, and monitoring tools across all e-payment sales channels.



Highlights

- Support across all payment types
- Support of multiple languages
- Adherence to NACHA and Credit Card PCI requirements
- Ability to access current balance and date/amount of last payment
- Automatic Number Identification (ANI), summary information (date and amount of last payment, balance), confirmation of receipt, and integration with internet-based reporting and tracking applications
- Non-enrolled or enrolled models (PIN-based)
- Deep integration with existing IVR via a web services configuration (leverage only the payment processing component)
- The IVR Module supports "warm" or "cold" transfers from your existing VRU/IVR
- Customized voice prompts to reflect your corporate branding, business rules, and desired functionality
- Ability to pay multiple accounts/amounts within one transaction
- The IVR module is synchronized with your Internet and Call Center modules reflecting payment activity in real-time.

Access Points

- Warm transfer from a CSR
- Warm transfer from the client's IVR
- Cold Transfer from the client's IVR
- Direct consumer dial via 800 number
- Web services (maintain customer at the client's IVR)

Consolidator e-Billing

KUBRA delivers an e-bill gateway solution designed to deliver e-bills through multiple e-bill consolidator channels, portals, online banking websites, and other customer defined destinations. The iConnect module within the iDoxs Suite handles all the complexities of securely distributing summary account information, processing enrollments and hosting detailed bill images to all viable consolidator networks.

KUBRA's solution performs the role of online bill publisher by ingesting, converting and distributing your billing data to e-bill consolidation and e-document aggregation networks. We support a variety of data formats and process configurations for each network and their specific security and privacy requirements. Enrollment, account management/updates, detailed document formats, file processing/delivery, and payments/reconciliation are managed by KUBRA via one common interface and administrative toolkit.



Once the platform module is installed, clients are able to add additional delivery cartridges without IT resources or changing of any internal processes. With KUBRA, you are able to support all critical aggregation networks with a simplified model from a financial, Information Technology and support perspective. Simply send us your billing file and we will manage the entire process from:

Highlights

- Certified connections into all viable e-bill consolidators and e-document aggregation networks
- Processing and delivery of the summary data file and online publishing of detail content
- Receipt and consolidation of payment remittance files
- Support for online targeted marketing via e-inserts weaved around the detailed content
- Unique universal enrolment management engine
- Universal reach to all customer destinations results in above market e-bill activation rates
- Automated activation/deactivation and e-mail delivery management with integrated print management tools
- Consolidated administrative tool set across the entire distribution network

KUBRA EZ-PAY: One-Time On-Demand Payments

KUBRA also proposes KUBRA EZ-PAY, an iDoxs Suite module, for customers to be able to make quick, non-enrolled payments. KUBRA EZ-PAY is a comprehensive, non-enrolled, on-demand payment application that supports multiple payment channels (Internet, IVR, Call Center, Mobile, Walk-in Cash Payments, and PCI Level 1 certified Call Center) and multiple payment types (ACH, Credit Cards, Signature Debit Cards, and PINIess ATM Debit Cards) with powerful real-time account and payment authorization tools and direct connection to the credit card processor, ATM networks, and ACH originators. With KUBRZ EZ-PAY, customers are able to make payments with their bank accounts, credit cards, debit cards, or pre-paid cards.

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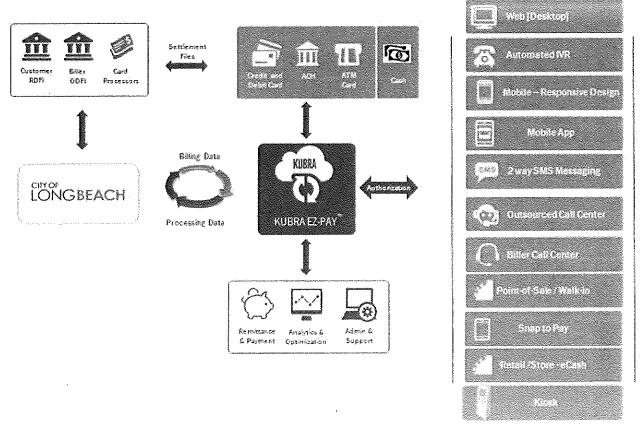


Figure 7: KUBRA EZ-PAY Life Cycle (Confidential)

Highlights

- Multiple payment channels IVR, Call Center, Outsourced, Web, Mobile, Walk-in, and SMS with seamless integration
- Multiple payment types ACH (optional), Credit Card, Signature Debit, ATM PIN-less Debit, and Cash
- "Remember Me" opt-in feature allows for customers to securely warehouse payment information for future use
- Consolidated administrative "dashboard" console supports payer reconciliation, returns management, reporting, and payment administration
- Reliable with minimal downtime (99.99% uptime average over the past two years)
- Advanced fraud prevention tools including velocity checks, credit only accounts, and utility managed creation of rules to block suspicious payments based on particular account numbers, bank accounts, card numbers, etc.



How it Works

1. Collect and Validate (authorize)

The City's customer initiates the payment process via the various EZ-PAY channels – both enrolled and non-enrolled. We validate the customer [using a combination of unique identifiers (e.g., account number, zip code, and telephone)], obtain up-to-date payment amount due and due date information, and request the preferred method of payment. This information can be obtained in real-time from the City's CIS via Web Services/API. We can also pre-populate the customer data in KUBRA's secure SSAE 16 compliant data warehouse using the City's generated batch files.

Credit and debit card payments are authorized in real-time using our preferred payment processor, Chase Paymentech, in a PCI-certified environment.

2. Settlement

Payments will be settled directly to the City's financial institution of choice resulting in next day funds availability. Consuming CIS specific Web Services/APIs, KUBRA EZ-PAY can post payment information to the City's CIS in real-time. We also support near real-time, memo, and remittance based posting as well.

Reporting

Customer data is stored in our SSAE 16 audited and secure data center and is accessible through the web-based Admin and User Consoles. Using the web-based consoles, authorized users can run reports on a variety of search criteria (e.g., date, date range, payment method, confirmation code, payee name, account number, and payment amounts). Search results can be sorted based on multiple criteria and downloaded in various formats including XLS, CSV, and XML. The system includes various pre-configured reports that provide payment information such as successful payments processed, refunded, and returned.

The KUBRA EZ-PAY payment platform provides 24x7 access for customers to make payment across all electronic channels. The following table provides a brief overview of the various channels we support. The section that follows provides a detailed overview of some of the required channels and channels we feel might be of interest to the City and your customers.

| Web/Desktop - Customers can obtain balance information, make quick and secure payments, save payment information to a Payment Wallet, and set up Smart Reminders via e-mail and/or SMS/Text. |
|--|
| Responsive Mobile Browser - Responsive Web Design capability that provides an optimal viewing and interaction experience - easy reading and navigation with a minimum of resizing, panning, and scrolling - across a wide range of devices (from desktop computer monitors to mobile phones and tablets) |



Mobile App - Support of Mobile Apps per Mobile operating system. The Apps are accessible from the Apple and Android app stores. The Mobile App, Responsive Mobile Browser, and Web/Desktop channels support the same features.



IVR/Phone - Customers can obtain balance information and make quick, secure payments in an automated and branded (voice prompts) fashion. The IVR channel can recognize repeat callers by their phone numbers simplifying the account validation process and leveraging stored payment information.



Pay-by-Text - Simple and secure option for customers to pay bills. Customers receive SMS/Text payment alerts and make payments directly via SMS/Text using one of the "My Wallet" stored payment accounts.



Pay-by-e-Mail - Customer receives a payment reminder that contains a link that takes the user to a payment summary page containing the amount to be paid and the payment method. They can make the payment by clicking a "Pay Now" button located below the summary.



KUBRA CSR - Customers that prefer to make a payment via a live agent or customers having difficulties making payments via the automated channels can be routed to the KUBRA Call Center to process payments. Our agents can provide payment history and process payments in a PCI secure and compliant environment.



City CSR - Your CSRs can service the customer up to the point of gathering the payment information, then the customer is transferred to a secure IVR payment environment to enter his/her payment information. Optionally, the customer can be transferred back to the call center after making the payment.



Retail Cash - A secure alternative for the under and unbanked customer segment or customers that prefer to use cash to pay bills. Customers can make cash payments at thousands of merchant locations throughout the U.S. including 7-Eleven, ACE Cash Express, CVS Pharmacy, Dollar General, and Family Dollar.



Kiosk - City customers can pay with cash, check or card reducing customer wait time and freeing up the City's CSRs to service customers while providing customers with additional payment options.

KUBRA EZ- PAY Web

The EZ-PAY Web channel supports an interface layout and design focused around best UX principles and best practices providing increased intuitiveness allowing customers to easily navigate their way through the payment steps, streamlining the steps and interactions, thus reducing the customer effort and speeding up the process of making payments. Special attention was given to the mobile experience as the mobile user requires efficiency at the highest levels.



We will provide City customers with multiple customer entry points to make payments – both enrolled and non-enrolled. With the enrolled entry point, the customer accesses the payment pages after successfully logging into his/her account. The non-enrolled entry point is a link (and/or Mobile App) that enables the City's customer to make secure payments without enrolling or logging in.

Some of the unique features include:

- My Wallet The customer can opt to have the platform store his/her payment funding information. KUBRA EZ-PAY will securely store the customer's payment information (credit cards, bank accounts, etc.) so that he/she can easily make future payments without the need to re-enter his/her information. This will eliminate the steps where customers would normally be required to enter the common payment details such as the card/account number, account holder name, zip code, and expiration date.
- Smart Reminders This feature allows KUBRA EZ-PAY customers to configure payment reminders that, in addition to reminding them of due payments, allows them to make the payment directly from the reminder notification. They are able to have these notifications sent via e-mail or text message.
- **Text Message** KUBRA EZ-PAY will deliver a text message to the mobile number supplied by the customers at the set reminder period. They can respond to the text with a code that will make the payment using the payment method chosen when configuring their Smart Reminders.
- E-Mail KUBRA EZ-PAY will deliver an e-mail to the address saved in the customer's profile at the set reminder period. This e-mail will contain a link that will take the customer to a payment summary page containing the amount to be paid and the payment method chosen when configuring his/her Smart Reminders. The customer can make a payment by clicking the "Pay Now" button located below the summary.

KUBRA EZ- PAY Mobile

The KUBRA EZ-PAY Web and Mobile channels are a single channel since the platform is based on Responsive Web Design (RWD). RWD is an approach to web design aimed at crafting sites to provide an optimal viewing experience - easy reading and navigation with a minimum of resizing, panning, and scrolling - across a wide range of devices (from desktop computer monitors to mobile phones). A site designed with RWD adapts the layout to the viewing environment by using fluid, proportion-based grids, flexible images, and CSS3 media queries.

The EZ-PAY web pages can be viewed using a phone, phablet, tablet, or desktop with everyone enjoying a flow and layout geared towards their best viewing experience. Since the KUBRA EZ-PAY pages are responsive, the pages adjust the user experience and interface depending on the screen size being used so even the multitude of phone screen sizes in circulation today are accommodated.



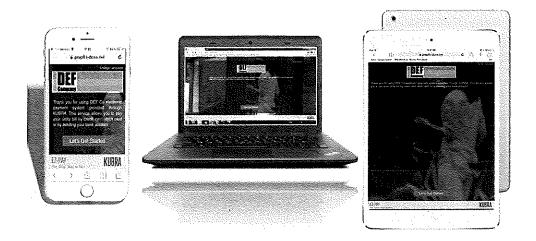


Figure 8: KUBRA EZ-PAY is Responsive (Confidential)

KUBRA EZ-PAY IVR

The IVR channel enables your customers to make IVR payments 24x7x365. Customer account validation, payment authorization, balance update inquiry, etc. are all processed in an automated and branded (voice prompts) fashion. The IVR module supports complete integration with the reporting, tracking, and monitoring tools across all e-payment channels. The IVR channel leverages the latest technologies, provides optimized call flow, provides enhanced logging with optimized alerts, downloadable voice authorization, and text (SMS) payment confirmations

The IVR channel also supports the IVR FastTrack feature. To speed up calls and improve the user experience for the caller, the platform recognizes repeat callers by their phone numbers instead of having them re-validate each time they call. When a customer calls the first time and successfully completes a payment, the platform associates his/her phone number with the biller account number. The next time he/she calls, the IVR application simplifies the account validation process and prepopulate the previous payment information.

Highlights

- Support across all payment types
- Support of multiple languages (English, French, Spanish)
- Adherence to NACHA and Credit Card PCI requirements
- Ability to access current balance and date/amount of last payment from your CIS via Web Services
- Real-time payment posting to your CIS via Web Services



- Automatic Number Identification (ANI), summary information (date and amount of last payment, balance), confirmation of receipt, and integration with Internet-based reporting and tracking applications
- Deep integration with existing IVR via a Web services configuration (leverage only the payment processing component)
- The IVR module supports "warm" or "cold" transfers from your existing VRU/IVR
- Customized voice prompts to reflect your corporate branding, business rules, and desired functionality
- SMS payment notifications -The customer is not always able to write down the confirmation code provided when making a payment through an IVR system.
- Voice recognition technology allowing callers to control the call flow and make their payments vocally. Customers can verbally dictate their account numbers, payment details, etc. when transacting payments which is great for customers on the go or who prefer this experience.

Access Points

- Warm transfer from a CSR
- Warm/Cold transfer from the City's IVR
- Direct consumer dial via 800 number
- Web services (maintain end user at the City's IVR)

Interactive Payment Reminders

The City can use iMessage to send payment reminders/past due notifications and alerts as part of your collections efforts. It is a feature-rich set of interactive outbound messaging applications to proactively communicate with customers via the IVR, SMS, and e-Mail channels with integrated support functionality and connectivity to KUBRA EZ-PAY for processing payments.



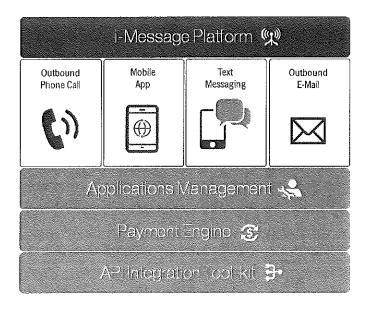


Figure 9: iMessage Overview (Confidential)

How it Works

Clients upload data files for the specific delivery channels and then build out the campaigns per channel.

- Voice After defining the voice scripts in the Admin Console, the City will build the call script using application variables (e.g., account number and due date). Using the Admin Console's scripting engine, the City will assign voice prompts and business logic as part of defining the phone message. After uploading a file with phone numbers and associated data, the City will define the message campaign parameters.
- SMS/Text Within the Admin Console, the City will build out a series of text messages to deliver across a spectrum of client groups. A file is uploaded with mobile numbers and associated variable data fields. Using the campaign engine, City resources will define the release date and frequency of the outbound message.
- e-Mail Message templates are built within the Admin Console in HTML or text which supports
 variable and static text along with actionable links. A file with e-mail addresses and the associated
 variable data is uploaded for scheduling and release. The system manages users with deliverability
 tools, tracking, and a reporting engine integrated with the payment engine.

Highlights

- Campaign Manager toolkit to build and launch comprehensive, multi-channel outbound communications
- Support for voice, text, and e-mail specific communications



- File based receipt and processing of destination/customer data
- Full deliverability tracking and management across all three communication channels via the User Console
- Integrated campaign manager tool
- Full ownership and control around building engagement assets
- Separate output file for delivery
- Connectivity with KUBRA EZ-PAY to make payments

EXHIBIT "B"

Rates or Charges



Best and Final Offer Clarification RFP FM 16-153 Payment Processing Services

1. Marina Payments: Please note that all Marina payment activity (web, IVR, and recurring) has been removed from this RFP. If this reduction in payment activity impacts your Cost Proposal, please revise and resubmit your Best and Final Offer Cost Proposal. Only the Cost Proposal spreadsheet should be resubmitted; the entire RFP does not need to be resubmitted. If there a no changes in cost, please state in writing that there are no changes to the Best and Final Offer Cost Proposal.

Response:

No changes to the Best and Final Offer Cost Proposal.

2. EMV Card Readers: Per Section 3.5, Equipment Requirements, the Contractor must support the implementation of EMV card readers. If you are the selected Contractor, please state when (date) EMV card readers can be installed at the City.

Response:

KUBRA can install the EMV Card readers immediately after contact award at the conclusion of Implementation.

3. Mobile Technology: The City intends to further develop and improve the available payment options for City customers. Please provide a detailed plan on how you would provide the City's utility customers with the ability to pay their utility bill via their smart phones.

Response:

KUBRA supports Mobile Apps and Mobile Responsive Web Design.

All KUBRA sites are architected based on Responsive Web Design (RWD) concepts. RWD is an approach to web design aimed at crafting sites to provide an optimal viewing experience - easy reading and navigation with a minimum of resizing, panning, and scrolling - across a wide range of devices (from desktop computer monitors to mobile phones). A site designed with RWD adapts the layout to the viewing environment by using fluid, proportion-based grids, flexible images, and CSS3 media queries. The web pages can be viewed using a phone, phablet, tablet, or desktop with everyone enjoying a flow and layout geared towards their best viewing experience.

Of further note, we also provided an option within our proposal for your customers to pay bills at 3rd party retailers such as 7-11, CVS, Family Dollar and more. This would allow City of Long Beach customers to choose "Cash" as a payment option on a mobile device and have a re-usable barcode on the mobile device allowing them to pay in cash at the 3rd party retailers supported on our network.

RFP FM 16-153 - Payment Processing Services Page 2

| Prepared By: | Michelle King Date: Febr Buyer II | uary 2, 2017 | |
|------------------|--------------------------------------|-------------------|-----------|
| Acknowledged By: | Company Name | | - |
| | Braden Short Print Name | VP Soles & Client | Relations |
| | Signature | Feb 6, 2017 Date | |

You are required to sign and submit this document with your response.

6.1.3 Cost Proposal 3: Processing fee paid by the City and/or Customer

Under this cost proposal, assume the contract awarded from this RFP will charge a convenience fee to the customers (with the exception of in-person payments and recurring Marina Boat Slip payments, as well as Utility Bills, which will be charged as direct costs to the City)

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown. You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please duplicate the table below and continue numbering (Methodology 3A, 3B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description that includes any explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be accepted or paid by the City or its customers.

As directed in the original RFP, in addition to the processing fee cost table(s) for this cost proposal, please describe expected changes in volume if the City paid payment processing fees for Utility Bill payments in addition to in-person payments and recurring Marina Boat Slip payments, and provide expected activity levels in a form similar to that in sections 3.1.6 and 3.1.7 (Excel table is not provided

Methodology 3A

| BIIIType/Source | Paid By | lo-Pelson | Web | -[4] | | | | | |
|--|--------------------|-----------|----------|--|--------|-------------|--------|--------|-------|
| In-Person (Various) | City | 0.12* | ΑN | NA | N/A | oliju je je | Noble | aGheak | Other |
| Mayor's Homeless Fund | Customer | 1.95** | \$1.95 | \$195 | V/N | YN. | NA | NA | NA |
| Utility Bill | City | 0.12* | 0.12* | 0.27* | *64.0 | 20,0 | \$1.95 | \$1.95 | |
| Billing and Collections | Customer | 4 05** | | | 0.14 | 0.1¢ | 0.12* | 0.12* | |
| Business Licenses | Carrie | CS.1 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| DOUBLE OF THE PROPERTY OF THE | Customer | 1,95** | \$1.95 | \$1.95 | 41 05 | 7.0 | | | |
| Ambulance Service | Customer | 1 05** | P. C. P. | | 00:14 | 61.90 | \$1.95 | \$1.95 | |
| Animal Care Language | | 06.1 | 47.80 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 8105 | |
| Valuetal Calo Licelises | Customer | 1.95** | \$1.95 | \$1.05 | 10.49 | | | 00:14 | |
| Garage Sales | Customer | 1 05** | | 00.19 | CR.14 | \$1.95 | \$1.95 | \$1.95 | |
| | | C6.1 | &1.85 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | |
| Marina Boat Slips | Customer (other) | NA NA | , NA | VIN | AN | N/A | NIA | N/A | |
| Harbor Rental Fees | Customer | **20 } | | CALL TO SERVICE STATE OF THE S | | | | | |
| the section of the se | | Ce.1 | Ø1.90 | \$1.95 | \$1.95 | \$1,95 | \$1.95 | \$1.95 | |
| Isled ree is AUBRA Payment Processing/Gateway for not to the continued in | The second road of | | | | | | | ,,,,, | |

"Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Detailed pricing below and breakdown below **CC regulations don't support charging convenience fee's for In-Person transactions for all payment types

Processing fee paid by the City and/or Customer on a \$100.00 Transaction Amount

| Bill Tyraci'S | Transaction Transaction | | ction Amount | | | | | | |
|-------------------------|---------------------------|-----------|--------------|--------|-------------------|-----------|----------|---------|--------|
| | Amount | In-Person | Web | WR | Victori Teamhrell | Recurring | Mobile | | |
| In-Person (Various) | \$100.00 \$ | 2.03 | NA | N/A | VIIV | | - Illian | | Offier |
| Mayor's Homeless Fund | \$100.00 | \$1.95 | \$1.95 | \$1.05 | 1 m | NAC. | NA | į, | NA |
| Utility Bill | \$100.00 | 1.16 | \$ 1.16 | 44 | C. | N/A | \$1.95 | \$1.95 | |
| Billing and Collections | 9400 | 4 7 4 | - 1 | , | o | 3,16 | 1.16 | \$0.20 | |
| O | 00,001¢ | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | 24.05 | |
| positions likeling | \$100.00 | \$1.95 | \$1.05 | 20.00 | 10,76 | | 20:10 | CD: 149 | |
| Ambulance Service | 0076 | | 3 | e1.93 | 47.95 41.95 | \$1.95 | \$1.95 | \$1.95 | |
| A rimal Court | \$100.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 84 05 | |
| Animal Cale Licenses | \$100.00 | 81.95 | £1 05 | 84.05 | 20 70 | | 20. | Ce.1. | |
| Garage Sales | 00.00 | | 0.19 | CS. A | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Marina Brat Sline | 00.001 | DB. ₩ | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Lorbon Day of Land | \$100.00 | NA | N/A | NA | NA | - NA | N/A | NIA | |
| I ration Rental rees | \$100.00 | \$1.95 | \$1.95 | \$1 OF | 50.56 | | | | |
| | | | | 22:13 | \$1.80 | æ1.95 | \$1.95 | \$1.95 | |

6.1.3 Cost Proposal 3: Processing fee paid by the City and/or Customer (Continued)

| Processing fee paid by the City and/or Customer on a \$300.00 Transaction Amount | Customer on a \$ | 300.00 Transa | ction Amount | | | | | | |
|--|-----------------------|----------------------------|---------------|----------|-------------------------|--|-----------------|--|---------|
| In-Person (Various) | \$300.00 | \$ 5.39 | geW. | ME | प्राकृतन्त्र मन्त्रातिक | * (Reprintings | Mobile | eGheck | Other |
| Mayor's Homeless Fund | \$300.00 | \$1.95 | 15000 January | 81 05 | ÇN. | WIN THE | N/A | N/A | N.A |
| Utility Bill | \$300.00 | sp. | sa | 69 | S 142 | WA S | 41.95 | \$1.95 | |
| Billing and Collections | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$4.05 | 41.05 | a | | |
| Business License | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | 84 84 85 85 85 85 85 85 85 85 85 85 85 85 85 | 08.18 10.180 | 41.90 1.90 | |
| Ambulance Service | \$300.00 | \$1.95 | \$1.05 | A4.05 | 9 6 | 6.30 | CA. | \$1.95 | |
| Animal Care Licenses | \$300.00 | \$1.95 | \$1.05 | 84.05 | 91.90 | 08.14 | 81.95 | \$1.95 | |
| Garage Sales | #300 00 | 94.00 | 20.50 | 9 | CR.1.6 | ce.T& | \$1.95 | \$1.95 | |
| Marina Boat Sline | 00.000 | 08.14 | ₹1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Lother Dead Only | #300.00 | VAI | ¥N. | W.A. | NA | N/A | - WA | NA | |
| harbor Kental Fees | \$300.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| Processing fee paid by the City and/or Customer on a \$500.00 Transac | Sustomer on a \$4 | 500.00 Transac | tion Amount | | | | | | |
| Bil Type/Source | Transaction Amount | In-Person | deW | IVR | Victoria | | | | |
| In-Person (Various) | \$500.00 | \$ 8.75 | | AW | ΝA | KIN | - Hand (| Yeelf an | Other |
| Mayor's Homeless Fund | \$500,00 | \$1.95 | \$1.95 | #1 95 | VIII. | | | AW. | N/A |
| Utility Bill | \$500.00 | \$ 1.68 | w | 69 | 3 1 KR | NA CO | 41.95 | | |
| Billing and Collections | \$500.00 | \$1.95 | \$1.95 | \$105 | 40 19 | • G | • | | |
| Business License | \$500,00 | \$1.95 | \$1.95 | 84.05 | 9 6 | 26.19 | CR. | 41.90 CE.L. | |
| Ambulance Service | \$500.00 | \$1.95 | \$1.95 | \$1.05 | 30 28 | ф С. с. | 47.95 10.19 | \$1.95 | |
| Animal Care Licenses | \$500.00 | \$1.95 | \$1.95 | \$195 | \$ 1.05 | 94 DE | 26.19 | 91.60 | |
| Garage Sales | \$500.00 | \$1.95 | \$1.95 | \$1.05 | 94 05 | D . 60 | C8:14 | \$1.95 | |
| Marina Boat Slips | \$500.00 | NA | NA | N.A. | A/N | Se. Le | SP. L& | \$1.95 | |
| Harbor Rental Fees | \$500.00 | \$1.95 | 8105 | 20 | 10.00 | | 5 | SA C | |
| Processing fee paid by the City and/or C | | E 00 00 | 00.10 | CS: 1.40 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | |
| BILL SypelSource Amount in Person Web | Transferior | UU.UU Iransad Ih-Person | Tion Amount | ĕ/NF. | With Treemen | | | | |
| In-Person (Various) | \$700.00 | \$ 12.11 | NA | NA | NIA | MIA | | Vojilloja | J(1)110 |
| Mayor's Homeless Fund | \$700.00 | \$1.95 | \$1.95 | \$1.95 | N/A | AUA | E4 05 | 2000 | NA N |
| Utility Bill | \$700.00 | \$ 1.94 | \$ 1.94 | us | \$ 1.94 | 5 1.94 | \$ 1.94 | \$0.20 | |
| Billing and Collections | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.05 | 84 OF | | |
| Business License | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1,95 | \$1.95 | 84.95 | e1 05 | |
| Ambulance Service | \$700.00 | \$1.95 | \$1,95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 8.40 8.40 8.40 8.40 8.40 8.40 8.40 8.40 | |
| Animal Care Licenses | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 84 OF | |
| Garage Sales | \$700.00 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | \$1.95 | 81 95 | \$1.50 \$1.0E | |
| Marina Boat Slips | \$700.00 | ΥN | NA | NA | N. N. | NA | N/A | A/N | |
| Harbor Rental Fees | \$700.00 | \$1.95 | 81 95 | #1 OE | 94.00 | 10.76 | | | |
| | | | # I.v. | 9.19 | 41.85 | \$1.95 | \$1.95 | \$1.95 | |

| CARD | Fee | | Value | | Value | | Value | | Value |
|---|--------------------|----------|----------------|-------|--------|----------|--------|-------------|---------|
| Card Variable Costs | | \$ | 100.00 | ψ, | 300.00 | v | 200.00 | 10 | 200.002 |
| KUBRA Processing/Gateway Fee* | \$ 0.120 | 8 | 0.120 | | 0.120 | | 0.120 | } v | 0.120 |
| Authorization Fee* | \$ 0.045 | \$ | 0.045 | . 45 | 0.045 | . 4 | 0.045 | , v | 0.045 |
| CARD Processing Fee* | \$ 0.1 | 0.10 | 0.10 | 10 | 0.10 | , v | 010 |) } | 2,00 |
| Interchange % ** | 1.5 | 1.55% \$ | 1.55 | Ş | 4.65 | | 7.75 | } v | 10.00 |
| Interchange Per Item ** | \$ 0.0695 | 55 | 0.0695 | | O ORGE | , | 2000 | } -6 | 10,03 |
| Association Authorization | \$ 0.0395 | , v | 0.010 | , | 0.000 | , , | 0.0000 | ٠, | 0.0030 |
| | 700 | 2 | 0.0135 | ٨ | 0.0195 | ٨ | 0.0195 | s | 0.0195 |
| Association Assessments | 0.13% | ٠٠ % | 0.13 | Ś | 0.39 | ٠v | 0.65 | Ş | 0.91 |
| ESTIMATED TOTAL VARIBALE COST | | ÷ | 2.034 | ý | 5,394 | v | 8 754 | | 12.114 |
| ESTIMATED TOTAL VARIBALE COST if IVR+\$0.15 | | ·ss | 2.184 | | 5.544 | | 8 904 | <u>ب</u> | 12 264 |
| | | | | | ł | , | 1 | > | 44.604 |
|]" Denotes fixed cost items for term of agreement, all other costs are pass through from any linear it. | all other costs ar | t appeal | through from a | A Pro | , | | | | |

denotes liked cost items for term of agreement, all other costs are pass through from card brands.

** interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below

| \$ 0.120 \$ 300.00 \$ 300.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | ACH | Fee | Value | onley | Votro | , (-1 |
|---|---|----------|-----------|-------|----------|----------|
| ARIBALE COST IF IVR+\$0.15 \$ 100.00 \$ 300.00 \$ 500.00 \$ 7 7 8 100.00 \$ 100.00 \$ 5 7 8 100.00 \$ | | | | 1000 | אמוחע | Value |
| \$ 0.120 \$ 0.12 | ACH Variable Costs | | \$ 100.00 | · vo | * | v |
| \$ 0.120 \$ 0.120 \$ 0.120 \$ 0.120 \$ 0.120 \$ | | | | | , | • |
| \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.05 \$ 1.00 \$ 1.00 \$ 1.00 | KUBRA Processing/Gateway Fee* | \$ 0.120 | ş | 4/1 | v | \$ 0.13 |
| \$ 0.05 \$ 0.05 \$ 0.05 \$ 0.05 \$ \$ 0.05 \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ \$ 0.05 \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ \$ 0.05 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | | | | - | , | 7T'O |
| f IVR+\$0.15 \$ 0.170 \$ 0.170 \$ 0.170 \$ f 0.170 \$ | ACH Processing Fee* | \$ 0.05 | Ŷ | v | * | Ç |
| f IVR+\$0.15 \$ 0.170 \$ 0.170 \$ 0.170 \$ f lvr | | | | | , | ~ |
| \$ 0.320 \$ 0.320 \$ | ESTIMATED TOTAL VARIBALE COST | | \$ 0.170 | 40 | v | ۶ |
| \$ 0.320 \$ 0.320 \$ | | | | | | , |
| | ESTIMATED TOTAL VARIBALE COST IF IVR+\$0.15 | | \$ 0.320 | γ, | v | v |

Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

| | - | | | | |
|---|-----------|-----------|-----------|------------|-----------|
| CARD / Utility bill | Fee | Value | Value | Value | Value |
| Card Variable Costs | | \$ 100.00 | \$ 300,00 | \$ 500,00 | 00.002 |
| KUBRA Processing/Gateway Fee* | \$ 0.120 | \$ 0.120 | \$ 0.120 | \$ | \$ 0.120 |
| Authorization Fee* | \$ 0.045 | \$ 0.045 | \$ | Ş | \$ 0.045 |
| CARD Processing Fee* | \$ 0.10 | Ş | | | ?; c |
| Interchange % | \$ | \$ | · v | , v | OT O |
| Interchange Bor ItamA | 7 | | | + | , |
| יוורן הומוצכו בן ונכוו | \$ 0.7500 | \$ 0.7500 | \$ 0.7500 | \$ 0.7500 | \$ 0.7500 |
| Association Authorization | \$ 0.0195 | \$ 0.0195 | \$ 0.0195 | \$ 0.0195 | \$ 0.000 |
| Association Assessments | 0.13% | \$ 0.13 | \$ 0.39 | | \$ |
| ESTIMATED TOTAL VARIBALE COST | | \$ 1 | \$ 1.425 | , v | 4 1 645 |
| ESTIMATED TOTAL VARIBALE COST if IVR+\$0.15 | | \$ 1.315 | \$ 1.575 | | 2,005 |
| 1 4 | | | | | 4 |

 st Denotes fixed cost items for term of agreement, all other costs are pass through from card brands.

** Interchange rate noted in Addendum 9 #1. Actual rate will be based on the applicable card type/brand and the card association fees noted below A Requires enrolment with Visa for Utility Interchange Program

V/MC utility interchange are per item; the percentage does not appiy in the program; does not include deposits, chargebacks, declined auths Visa rate is \$0.75 (Commercial \$1.50) and MC is \$0.65 (Commercial \$1.50)

Card Association Interchange fees

http://usa.visa.com/merchants/merchant-support/interchange-reimbursement-fees.isp

https://usa.visa.com/content/dam/VCOM/download/merchants/visa-usa-interchange-reimbursement-fees-2016-april.pdf



KUBRA'S Cost Proposal to the City of Long Beach for RFP No. FM16-153 for Payment Processing Services

> DUE: VERSION:

DUE: August 17, 2016 by 11:00 a.m.

Cost Proposal - Copy

KUBRA Proprietary

This document is proprietary to KUBRA and must be treated on a confidential basis. It may be used solely for KUBRA purposes. Use or disclosure of the document or the information contained therein for any other purposes is not permitted without prior authorization.

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PROPOSAL CONTACT INFORMATION:

ADDRESS: KUBRA

14105 S. Normandie Ave. Gardena, CA 90249 www.kubra.com

SALES REP: Greg Weeks

Manager, Regional Sales

PHONE: 800.766.6616 ext. 230 greg.weeks@kubra.com



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| Appendix B Optional Payment Services – Retail Cash Payments | 21 |
| Appendix C Optional Payment Services – Kiosks | 29 |



Section A | Cost Proposal

Any and all prices, fees and charges must be clearly stated in your proposal. The proposal must identify all costs with specific descriptions as to what the fee is called, what service the fee is paying for, the amount and frequency.

The City is asking for several different cost proposals (see Section 4, H.15 for more information). The proposals do not need to provide every possible cost combination requested, but failure to do so, may reduce the competitiveness of the proposal. A cost proposal based on the City paying the processing fee is requested (see Section 6.1.1). A cost proposal based on the use of a convenience fee is also requested (see Section 6.1.2).

Also a cost proposal based on the City paying for all utility bill transactions and recurring credit card transactions for marina bills (see Section 6.1.3). It is anticipated that these proposals may not be the same for a number of reasons, including an expectation (not guaranteed or represented by the City) that volumes will be materially higher if the City pays the processing fees. Finally, a cost proposal is requested (see Section 6.1.4) where the proposer can select a combination of direct City payment and convenience fees that the proposer believes may be of more benefit to the City.

Although the City has made no determination as to whether to pay the processing fees directly, it is currently believed that the City may pay for all utility bill transactions (currently paid by customers) and recurring credit card transactions for marina boat slip rentals (which are currently paid directly by the City).

In response to any of the following cost proposals, the Contractor is encouraged to describe any flexibility they may want to offer in future restructuring of the rates, either before award or post award. For example, if a bottom line is important, is the Contractor willing to accept some rates which are higher and some which are lower, as long as some total or other criteria is met.

For any of the cost proposals, where applicable, the Contractor is to indicate any caps/ceilings on volumes or payment transaction amounts (see Section 4, H.9).

The City will not assume or incur costs for items which are not included, or errors or omissions made by the Contractor. The City reserves the right to accept, request modifications, reject, or negotiate fees proposed by Contractor.

Costs must be presented in the following format.



6.1 Processing Costs

6.1.1 Cost Proposal 1:

KUBRA's response:

Please refer to the completed Excel spreadsheet within Section B | Cost Tables for KUBRA's cost proposal and the payment processing fees contained within Appendix A (Only applicable for scenarios and payment types where City absorbs the fees).

All fees are applicable per payment processed unless otherwise noted.

KUBRA is very flexible before award or post award with respect to restructuring rates. Our recommended approach is to keep things simple for customers and, based on this approach and the provided average ticket costs and credit card percentages, KUBRA is taking a loss on some of the payment types in order to make things simple for City customers.

KUBRA does not have any restrictions on payments other than \$1.00 minimum and \$999,999.99 maximum payment amounts per transaction.

Please refer to the completed Excel spreadsheet within Section B | Cost Tables for KUBRA's cost proposal.

6.1.2 Cost Proposal 2:

KUBRA's response:

Please refer to the completed Excel spreadsheet within Section B | Cost Tables for KUBRA's cost proposal.

6.1.3 Cost Proposal 3:

KUBRA's response:

Please refer to the completed Excel spreadsheet within Section B | Cost Tables for KUBRA's cost proposal.

6.1.4 Cost Proposal 4 (Optional):

The City anticipates that the ability to propose multiple alternate methodologies under the three specific cost proposals requested may eliminate the need for a 4th cost proposal. However, Contractors still have the option to suggest an additional proposal with one or more alternate methodologies if they believe a different approach would provide better value to the City and/or its customers. Any such methodology you provide must stand on its own and be inclusive of all fees (pass-through assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description that includes any explanations, breakdowns,



discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be accepted or paid by the City or its customers.

KUBRA's response:

Please refer to the completed Excel spreadsheet within Section B | Cost Tables for KUBRA's cost proposal.

This model supports a free option to customers for all payments with the exception of the utility bill and marina boat slips. The utility bill is the largest risk to the City if you absorb the fees as your credit/debit volumes can easily be 3-6 times what they are today with a biller-absorbed model.

6.1.5 Please discuss the extent to which the Contractor allows the City to select City paid items and customer paid items in the manner the City chooses, either at contract inception or at any time during the contract period.

KUBRA's response:

KUBRA is flexible to allow the City to choose City paid items and customer paid items at contract inception or at any time during the contract period.

6.2 New Features

This Section defines the costs associated with any additional components and/or services that the Contractor has the capacity to offer, exceeding those captured above. The City will consider options to enhance or augment current processes. Suggested enhancements should be included in the proposal. Provide information on any additional payment processing features or services recommended to increase the efficiency of the City's operation.

In addition, describe the benefits that the City will experience as a result of the implementation of this solution. Please be as detailed as possible, listing improvements in customer services.

Please use a presentation format that most clearly demonstrates costs and how they will apply to the various scenarios.

KUBRA's response:

KUBRA has included optional pricing and a detailed solution overview within Appendix B | Optional Payment Services – Retail Cash Payments and Appendix C | Optional Payment Services – Retail Cash Payments. Either one or both of these offerings will dramatically reduce in-person payment traffic while offering customers additional payment channels than those contemplated in this RFP.

One of the key differentiation points of KUBRA's services within the utility industry is that many of our clients utilize KUBRA to support multiple technologies as opposed to partnering with



multiple solution providers and implementing point solutions. Above and beyond the payment solutions that are contemplated in this RFP, KUBRA also provides:

- Bill Processing/Composition software and services (KUBRA is responding to the separately released RFP for CIS Bill Print due 8/11.)
- Outsourced document printing/mailing services (KUBRA is responding to the separately released RFP for CIS Bill Print due 8/11.)
- Document storage/archive/retrieval services (KUBRA is responding to the separately released RFP for CIS Bill Print due 8/11.)
- Hosted e-billing solutions supporting Biller-Direct, Consolidation, and Secure e-Mail Delivery channels (KUBRA is responding to the separately released RFP for CIS Bill Print due 8/11.)
- Mobile Apps
- Alerts & Notifications (Preference Management Services)
- Remittance/Lockbox Check Processing Services
- Outage Management Services

The costs for each of the above are relative to the requirements that would be required by the City and after gathering requirements we are able to provide pricing

6.3 Implementation Cost

This Section should define the costs for equipment, systems, and services needed in order to facilitate payment processing services. These costs include what will be paid the City and services that meet the minimum technology, functionality, and reporting needs described in this RFP.

Please provide a detailed list of all costs, both one-time and ongoing. The proposal must include a quote of all costs, including software, hardware, annual maintenance, support, configuration, modification, training, interfaces with City systems, implementation, labor, materials, customized reports, delivery, installation, and removal of existing equipment to provide the services as outlined (if required), and travel expenses.

It is anticipated that the City shall not incur any charges for equipment, system interfaces, or consultants associated with the services included in the RFP. However, please describe any circumstances in which these costs would be incurred.

Please use a presentation format that most clearly demonstrates costs.

KUBRA's response:

One-time Costs

- KUBRA has waived all upfront implementation costs for this implementation.
- The only exception is that one-time costs will be applicable if you elect to purchase Point-of-Sale (POS) devices as noted in the hardware section below.



Software

N/A – KUBRA's services are provided as a cloud-based solution

Hardware

- N/A (with the exception of POS as KUBRA services are provided as a cloud-based solution)
- POS estimated purchase and/or leasing cost
 - Purchase Costs: IPP320 are \$210/unit; Epson printer are \$515/unit*
 - o Rental Costs: IPP320 are \$16/unit/month; Epson printer are \$22/unit/month*
 - o Printer can be avoided if you e-mail and/or print on local printer (8.5 x 11)

Annual Maintenance

- Only applicable to POS devices
- Rental covers maintenance and replacement based on a 36 month agreement

Support

• \$0.00

Configuration/Modification

- During implementation, in the event that changes are required that would alter the scope defined by this proposal and the subsequent contracted SOW, a Project Change Request ("PCR") will be initiated and billed out at \$165.00 per hour.
- Post implementation configuration is billed out at \$165.00 per hour.

Training

\$0.00 is anticipated. KUBRA will provide full training to your staff through our unique "Train-the-Trainer" certification process, managed by our KUBRA U Department. This training program is provided remotely as a standard, but can be provided at your preferred location in a format which is typically completed in one to two (1-2) days if requested (subject to travel costs as noted in the cost proposal). Training is scheduled in your KUBRA customized project plan, at a mutually agreed upon date prior to your Go Live.

Implementation

\$0.00 Waived



Labor

• All KUBRA work is performed offsite and therefore we feel this is not applicable based on the scope of services that are defined within this RFP.

Materials

• KUBRA provides a hosted solution and materials are not applicable with the exception of POS devices which have been detailed as requested in the body of the RFP response.

Customized Reports

 As a standard, we provide access to over 40 online reports which can be generated on demand, in real-time through the Admin and User Consoles in a standard web browser.
 Once generated, there is the ability to export your data into an Excel, CSV, or XML file for further analysis across all reports created. Customized reports that have been accepted by KUBRA are billed out at \$165.00 per hour.

Delivery, Installation, and Removal of Existing Equipment to Provide the Services as Outlined (if required)

• All KUBRA work is performed off-site and therefore we feel this is not applicable based on the scope of services that are defined within this RFP.

Travel Expenses

• One day on-site Kick-off or Requirements gathering is included. Where travel is requested by the City beyond this, reasonable travel costs will be incurred.

6.4 Other Charges

6.4.1 Provide the costs associated with exceptions, returned items, and investigations.

Please use a presentation format that most clearly demonstrates charges and how they will apply to the various scenarios.

KUBRA's response:

- Return fees are applied to all returns (e.g., invalid account number, NSF, and NOC for ACH) and are levied directly by the ACH originator to the biller.
- For Non-Convenience Fee specific applications where the City incurs the fees:
 - Transaction pricing provided in 6.1.1, 6.1.2, 6.1.3, and 6.1.4 only includes validation, warehousing, scheduling, and delivery to the Processing Network. The Merchant Acquirer will levy additional charges directly to the biller (Refer to Appendix A) such as ACH processing fees and Debit/Credit Card issuer percentage fees, chargeback fees, and payment processor fees.



- Any long distance fees incurred to support the IVR application are at the biller's sole cost.
- 6.4.2 Provide that cost to implement additional foreign language options on the interactive voice response system as described in Section 3.4.5.

Please use a presentation format that most clearly demonstrates charges and how they will apply to the various scenarios.

KUBRA's response:

\$165/hour. KUBRA currently supports English, Spanish, French, Simplified Chinese, and Traditional Chinese. We continue to make new languages available to our customers and are willing to consider supporting other languages at the request of the City; however, any change requires mutual agreement between KUBRA and the City and a Project Change Request (PCR) will detail the costs to support the change.



Section B | Cost Tables

Please see the following pages for KUBRA's completed cost tables.

6.1.1 Cost Proposal 1: Processing fee paid by the City

Under this cost proposal, assume the contract awarded from this RFP will treat any payment processing fees as direct cost to the City, with no convenience fees charged to customers.

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown.

description that includes any explanations, breakdowns, volume or other discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please duplicate the table below and continue numbering (Methodology 1A, 1B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide (or attach) a your cost proposal shall not be accepted or paid by the City or its customers. As directed in the original RFP, in addition to the processing fee cost table(s) for this cost proposal, please describe expected changes in volume if the City paid all payment processing frees, and provide expected activity levels in a form similar to that in sections 3.1.6 and 3.1.7 (Excel table is not provided here).

Methodology 1A

| Meniodology 1A | | | | | | | | | |
|-------------------------|---------|-----------|---------|---------|------------------|-----------|---------|---------|-------|
| Bill Type/Source | Paid By | In-Reison | Web | IVE | Virtual Terminal | Recurring | Wobile | eCheck | Other |
| In-Person (Various) | Cify | \$ 0.15 | N/A | WA | NA | YN | NA | N/A | N/A |
| Mayor's Homeless Fund | City | NA | \$ 0.15 | \$ 0.30 | N/A | NA | \$ 0.15 | \$ 0.15 | |
| Utility Bill | City | NA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Billing and Collections | City | NIA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Business License | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Ambulance Service | City | NA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Animal Care Licenses | City | NA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Garage Sales | City | NA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Marina Boat Slips | City | I NIA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Harbor Rental Fees | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0,15 | \$ 0,15 | |
| Description: | | | | | | | | | |

Our proposed single fee to the City or the Customer across all payment channels and types is in allignment with VISA and Mastercard regulations. Across our client base of government and municipal Utilities, when a convenience fee model is supported (Third party charges customers a processing fee), 3% is the average utilization of customers. With a change to a biller absorbed model, we find the customer utilization jumps to 18-30% so the projected increase is significant and should be considered by the City as you evaluate your total cost of of a City absorbed payment model. Not included in the pricing model for any fees paid by the City are the Processing fees applicable to ACH/debit/credit cards which are a pass through and included in section 6.4 of the the included attachment titled "KUBRA_Cost Proposal for Payment Processing Svcs".

OPTIONAL: Replicate above table for alternate pricing options.

6.1 PROCESSING COSTS (continued)

6.1.2 Cost Proposal 2: Convenience fee paid by customer (with current exceptions)

Under this cost proposal, assume the contract awarded from this RFP will charge a convenience fee to the customers (with the exception of in-person payments and recurring Marina Boat Slip payments, which will continue to be charged as direct costs to the City consistent with current practice).

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown.

that includes any explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, please duplicate the table below and continue numbering (Methodology 2A, 2B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through be accepted or paid by the City or its customers.

The RFP does not require you to describe expected changes in volume under this proposal, as it is identical to how fees are currently broken out between the City and its customers.

| Wethodology 2A | | | | | | | | | |
|-------------------------|--|----------|---------|---------|------------------|-----------|---------|---------------|--|
| Bill Type/Source | Paid By | InPerson | Web | IVR | Virtual Terminal | Recurring | Wobite | eGheck Other: | |
| In-Person (Various) | City | \$ 0.15 | N/A | NA | NIA | | NA | N/A N/A | |
| Mayor's Homeless Fund | Customer | N/A | \$ 1.95 | \$ 1.95 | NA | N/A | \$ 1.95 | \$ 1.95 | |
| Utility Bill | Customer | NA | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | 4.95 | |
| Billing and Collections | Customer | N/A | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Business License | Customer | NA | \$ 1,95 | \$ 1,95 | \$ 1.95 | \$ 1.95 | \$ 1,95 | \$ 1.95 | |
| Ambulance Service | Customer | N/A | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Animal Care Licenses | Customer | NA | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Garage Sales | Customer | N/A | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1,95 | \$ 1,95 | \$ 1.95 | |
| Marina Boat Slips | City (recurring); Customer (other). | N/A | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 0.15 | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | Customer | WA | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Decription. | | | | | | | | | |

Description:

Our proposed pricing model to the City across all payment channels and types is in allignment with VISA and Mastercard regulations. Not included in the pricing model for In-Person fees paid by the City are the Processing fees applicable to ACH/debit/credit cards which are a pass through and included in section 6.4 of the the included attachment titled "KUBRA_Cost Proposal for Payment Processing Svcs".

OPTIONAL: Replicate above table for alternate pricing options.

6.1 PROCESSING COSTS (continued)

6.1.3 Cost Proposal 3: Processing fee paid by the City and/or Customer

Under this cost proposal, assume the contract awarded from this RFP will charge a convenience fee to the customers (with the exception of in-person payments and recurring Marina Boat Slip payments, as well as Utility Bills, which will be charged as direct costs to the City).

Please complete a cost table for the pricing you will make available to the City under this proposal. For consistency, your pricing methodology must break out costs by City bill type/source and by payment method, as shown. See section 3.1 for current payment activity as it relates to this breakdown.

assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description that includes any explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not please duplicate the table below and continue numbering (Methodology 3A, 3B, etc.). Each methodology you provide must stand on its own and be inclusive of all fees (pass-through You are welcome to propose multiple methodologies from which the City can choose (e.g., fixed fee, percentage of transaction amount, fixed fee plus percentage, other). To do so, be accepted or paid by the City or its customers.

fees for Utility Bill payments in addition to in-person payments and recurring Marina Boat Slip payments, and provide expected activity levels in a form similar to that in sections 3.1.6 and As directed in the original RFP, in addition to the processing fee cost table(s) for this cost proposal, please describe expected changes in volume if the City paid payment processing 3.1.7 (Excel table is not provided here).

Methodology 3A

| Wethodology 3A | | | | | | | | | |
|-------------------------|--|----------|---------|---------|---|-----------|-----------|-----------|--------|
| earnos/earl III | Sait By | n-Person | sieM. | 3/I | Vidual Terminal | dillimeas | ajidoliji | io Saajge | Oifter |
| In-Person (Various) | City | \$ 0.15 | ΑίΝ | WA | NIA | NA | N/A | | N/A |
| Mayor's Homeless Fund | Customer | NA | \$ 1.95 | \$ 1.95 | NA NA NA NA NA NA NA NA NA NA NA NA NA N | NA | \$ 1.95 | \$ 1.95 | |
| Utility Bill | City | NA | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Billing and Collections | Customer | NA | \$ 1.95 | \$ 1,95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Business License | Customer | NA | 56°1 \$ | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Ambulance Service | Customer | NA | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Animal Care Licenses | Customer | NA | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Garage Sales | Customer | N/A | \$ 1,95 | \$ 1,95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Marina Boat Slips | City (recurring); Customer (other). | NA | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 0.15 | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | Customer | N/A | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | |
| Description: | | | | | | | | | |

Our proposed single fee to the City or the Customer across all payment channels and types (With the exception of Marina Boat Slips) is in allignment with VISA and Mastercard regulations. Across our client base of government and municipal Utilities, when a convenience fee model is supported (Third party charges customers a processing fee), 3% is the average utilization of customers. With a change to a biller absorbed model, we find the customer utilization jumps to 18-30% so the projected increase is significant and should be considered by the City as you evaluate your total cost of of a City absorbed payment model. Not included in the pricing model for any fees paid by the City are the Processing fees applicable to ACH/debit/credit cards which are a pass through and included in section 6.4 of the the included attachment titled "KUBRA_Cost Proposal for Payment Processing Svcs".

OPTIONAL: Replicate above table for alternate pricing options.

ADDENDUM #2

6.1 PROCESSING COSTS

6.1.4 Cost Proposal 4 (Optional) Processing fee paid by the City for all but Utility Bill and Marina Boat Slips

Under this cost proposal, assume the contract awarded from this RFP will treat any payment processing fees as direct cost to the City, with the exception of those that

Methodology OPTIONAL

| Bill Type/Source | Paid By | HEREIGH. | Wes | IVR | Virtual Terminal | Recurring | Mobile | eGheck Other | |
|-------------------------|--|----------|---------|---------|------------------|-----------|---------|--------------|--|
| In-Person (Various) | City | \$ 0.15 | N/A | N/A | N/A, | N/A | N/A | N/A N/A | |
| Mayor's Homeless Fund | City | N/A | \$ 0.15 | \$ 0.30 | N/A | N/A | \$ 0.15 | \$ 0.15 | |
| Utility Bill | Customer | N/A | \$ 1.95 | \$ 1.95 | \$ 1.95 | \$ 1.95 | 1.95 | 1.95 | |
| Billing and Collections | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Business License | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Ambulance Service | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Animal Care Licenses | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Garage Sales | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| Marina Boat Slips | City (recurring); Customer (other). | N/A | \$ 5.00 | 00'9 \$ | \$ 5.00 | \$ 0.15 | \$ 5.00 | \$ 5.00 | |
| Harbor Rental Fees | City | N/A | \$ 0.15 | \$ 0.30 | \$ 0.15 | \$ 0.15 | \$ 0.15 | \$ 0.15 | |
| | | | , | | | | | | |

Description:

section 6.4 of the the included attachment titled "KUBRA_Cost Proposal for Payment Processing Svcs". The key difference withis model is that your biggest risk when absorbing the fees is the utility bills and this option gives your customers a significantly lower fee than what they are paying today plus, for almost all other bill types, the customer incurs zero fees. Our proposed single fee to the City or the Customer across all payment channels and types (With the exception of Marina Boat Slips) is in allignment with VISA and Mastercard regulations. Across our change to a biller absorbed model, we find the customer utilization jumps to 18-30% so the projected increase is significant and should be considered by the City as you evaluate your total cost of of a City absorbed payment model. Not included in the pricing model for any fees paid by the City are the Processing fees applicable to ACH/debit/credit cards which are a pass through and included in client base of government and municipal Utilities, when a convenience fee model is supported (Third party charges customers a processing fee), 3% is the average utilization of customers. With a

OPTIONAL: Replicate above table for alternate pricing options.

6.1 PROCESSING COSTS (continued)

6.1.4 Cost Proposal 4 (Optional)

proposal. However, Contractors still have the option to suggest an additional proposal with one or more alternate methodologies if they believe a different approach would provide better value to the City and/or its customers. Any such methodology you provide must stand on its own and be inclusive of all fees (pass-through assessments, gateway fees, profit, etc.) to be charged, with the exception of fees captured in sections 6.2, 6.3, and 6.4. Under each methodology you complete, provide a description The City anticipates that the ability to propose multiple alternate methodologies under the three specific cost proposals requested may eliminate the need for a 4th cost that includes any explanations, breakdowns, discounts, or costs that could not be captured in the format provided. Any costs that are not clearly identified in your cost proposal shall not be accepted or paid by the City or its customers.

6.1.5 Changes in who pays fees

See original RFP.

6.2 NEW FEATURES

See original RFP. Please use a presentation format that most clearly demonstrates costs and how they will apply to the various scenarios.

6.3 IMPLEMENTATION COST

See original RFP. Please use a presentation format that most clearly demonstrates costs.

6.4 OTHER CHARGES

See original RFP. Please use a presentation format that most clearly demonstrates charges and how they will apply to the various scenarios.



Appendix A | Payment Processing Fees

Please see the following pages for Appendix A.

CREDIT CARD PROCESSING

| PROCESSING FEES | |
|--|---------------------|
| Per MasterCard Transaction | \$.10 |
| Per Visa Transaction | \$.10 |
| Per American Express Card Transaction | \$.10 |
| Per Diners Settled Transaction | \$.10 |
| Per Discover Settled Transaction | \$.10 |
| Per JCB Transaction | \$.10 |
| Per MCI, and VISA, CPU (Central Processing Unit) Authorization | \$.045 |
| Per Discover Settled CPU (Central Processing Unit) Authorization | \$.05 |
| Per Diners Settled CPU (Central Processing Unit) Authorization | \$.05 |
| Per JCB Settled CPU (Central Processing Unit) Authorization | \$.05 |
| Per American Express CPU (Central Processing Unit) Authorization | \$.05 |
| Per Voice Authorization | \$.90 |
| Per Voice AVS (Address Verification Service) Authorization | \$1.75 |
| Per Voice Authorization Referral | No Charge |
| Per Voice Referrals/Number of Minutes | No Charge |
| Per Audio Response Unit Authorization | \$.50 |
| Per MasterCard and Visa Chargeback Processed | \$5.00 |
| Per MasterCard and Visa Chargeback Represented | \$5.00 |
| Per Diners Settled Chargeback Processed | \$5.00 |
| Per Diners Settled Chargeback Represented | \$5.00 |
| Per Discover Settled Chargeback Processed | \$5.00 |
| Per Discover Settled Chargeback Represented | \$5.00 |
| Per JCB Chargeback Processed | \$5.00 |
| Per JCB Chargeback Represented | \$5,00 |
| Per MasterCard and Visa Collection, Pre-Arbitration & Compliance | \$5.00 |
| Per Diners Collection, Pre-Arbitration & Compliance | \$5.00 |
| Per Discover Collection, Pre-Arbitration & Compliance | \$5.00 |
| Per JCB Collection, Pre-Arbitration & Compliance | \$5.00 |
| ACH (Automated Clearing House) Funds Transfer | \$50 |
| Interchange Dues and Assessments | Pass Thru |
| Postage, Supplies, Equipment & Other Services | Charged as used |
| Supplemental Products | Quoted as Requested |
| Other Communication Services | Quoted as Requested |

ELECTRONIC CHECK PROCESSING

| PROCESSING FEES | |
|---|--------|
| Per ACH/PRENOTE Transaction | \$.05 |
| Per Redeposit ACH | \$.20 |
| Per ACH Return/ACH Dishonored Return Processed/Represented | \$.50 |
| Per NOTIFICATION OF CHANGE | \$.35 |
| ECP (Automated Clearing House) Funds Transfer | \$.50 |
| Per VALIDATION No Charge Per VERIFICATION | \$.03 |
| Per ECP Deposit Check (FACSIMILE DRAFT) Deposit | \$.35 |
| Per Redeposit Paper \$.50 Per Deposit Matching | \$.25 |
| Per Facsimile Draft Return/ Dishonored Paper Return Processed/Represented | \$5.00 |



DEBIT BILL PAYMENT (PinLess Debit)

| Per Debit Bill Payment (PINless) Settled Deposit | \$.10 |
|--|--------|
| Per Debit Bill Payment (PINless) Online Authorization (PNS Auth) | \$.05 |
| Per Debit Bill Payment (PINless) Authorization Reversal | \$.05 |
| Per Debit Bill Payment (PINless) Adjustment Fee | \$5.00 |
| Per Debit Bill Payment (PINless) Re-presentment Fee | \$.50 |
| | |

Debit Network Interchange Pass Through
All Network fees are subject to change from time to time if mandated by the Debit Networks.





Appendix B | Optional Payment Services - Retail Cash Payments

KUBRA Retail Cash Payment Overview

KUBRA EZ-PAY Retail Cash Payment (RCP) is an electronic cash payment solution that permits end customers to easily, safely, and conveniently pay their printed or electronic bills with cash while in aisle at one of 50,000 KUBRA participating Tier 1 retail stores conveniently located close to them.

KUBRA EZ-PAY RCP satisfies the unbanked/underbanked or cash preference market segment which prefers to pay bills with cash. KUBRA RCP provides your customers with another option they can chose to pay their bills with cash. Billers can expand their bill payment locations without any cost to add another 70,000 potential locations. For this technology savvy segment, billers can engage these customers in real-time through web and mobile interaction to initiate, make bill payments, and confirm payment. KUBRA's RCP solution enhances the customer service experience you currently offer.

KUBRA RCP is a feature of our KUBRA EZ-PAY solution - a non-enrolled, on-demand one-time payment solution that supports walk-in cash, credit card, debit card, and ACH payments. The customer can select one of three (3) options to make cash payments at his/her selected retailer using a mobile smartphone, a printed slip, or the bill. KUBRA RCP is supported through the following channels: Call Center, IVR, Web, and Mobile. KUBRA RCP can be deployed as a stand-alone solution to compliment any walk-in payment options already in place, or as an integrated part of the KUBRA iDoxs Suite and KUBRA EZ-PAY solutions.

Features:

- Captures the cash preference individuals who prefer to pay bills with cash
- Expands biller's in-person and walk-in payment locations and options
- Provides biller with capability for a real-time post to customer account to confirm when customer has paid bill at retailer
- Provides configurable and automated alerts to biller's customers reminding them to make bill payments
- Creates inclusion for the unbanked to utilize mobile and online tools that are benefited today by the banked customers to pay bills
- Delivers a single consolidated remittance file of all payment types (Credit Card, Debit, Cash, ACH) to easily reconcile and settle cash payments
- Provides a comprehensive user management and reporting payment console which consolidates all payment types including cash and payment channels
- Bridges the gap between the banked and the unbanked which creates an inclusion for the unbanked customer
- Reduces the cost to accept and manage cash payments by digitizing cash

3 Easy Ways to Pay with Cash

KUBRA 3 Ways to make cash payment

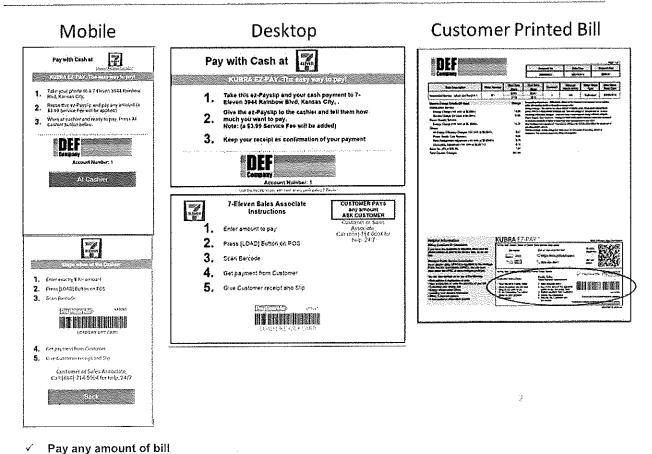


Figure 1: Cash Payments (Confidential)

Pay any time

Reuse



KUBRA EZ-PAY Expedited Payment Solution

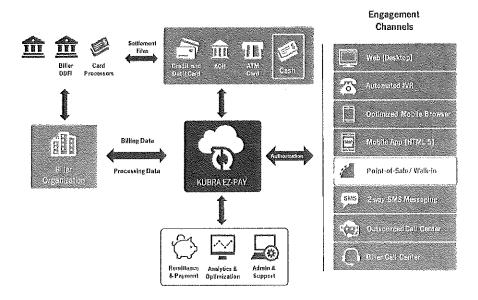


Figure 2: KUBRA EZ-PAY Life Cycle (Confidential)

How does KUBRA Retail Cash Payment work?

- 1. Customer logs into the KUBRA EZ-PAY one-time payment application through web, mobile smart phone, QR code, IVR, or call center assisted channels
- 2. If Retail Cash Payment Barcode is printed on customer bill, customer follows steps 7 10
- 3. Customer enters account number and ZIP
- 4. Customer selects retail location where he/she wants to make cash payment
- 5. Customer creates ez-Payslip on mobile phone or printed slip and takes it to the retailer
- 6. Customer tells retail clerk how much he/she wants to pay. Clerk scans barcode on mobile phone, on printed slip, or on bill and accepts the cash payment
- 7. Clerk provides customer with receipt confirming payment
- Biller is immediately notified through real-time post to customer account and the customer is immediately notified with text or e-mail confirming payment
- 9. Customer saves ez-Payslip to make all future cash payments



Benefits of KUBRA Retail Cash Payment for City of Long Beach

- Receive real-time post to customer account confirming when cash payment is made at retailer to prevent disputes
- Fully integrated management and reporting console which makes it easy to view cash payments in real-time and run ad-hoc reports
- Expands the in-person cash payment locations throughout your service area and the U.S., 24x7, potentially without any cost
- Reduces accounts receivable and improves cash flow as a result of more frequent cash payments
- Reduces your total cost of accepting and managing cash payments
- Enhances the customer service experience offered to the cash paying segment through their bill, mobile, and web technology, which provides the greatest flexibility and convenience for them to pay and manage their bills
- Streamlines and reduces the headaches to reconcile and settle the acceptance of cash payment

Benefits of KUBRA Retail Cash Payment for Customers of City of Long Beach

- The cash preference customer is provided with the greatest choice and convenience to pay bills 24x7
- Reduces their cost to make payments. Don't have to take time off work, no transportation costs, and no late fee cost
- Enhances the customer experience consistent with that of online enrolled customer experiences
- Easy and safe option to make cash payment in less than 60 seconds. No forms to fill out at retailer
- Through mobile and web applications, customers are given the tools to better manage their payments. Have electronic record of how much, where, and when bills are paid
- Peace of mind knowing that they can pay bill when, where, and how they want



Highlight Functionality

- KUBRA Retail Cash Payment is a universal walk-in payment service with a distinct, integrated backend system, which automates the acceptance and management of cash payments at thousands of retail locations 24x7, 365 days a year.
- Real-time notification to billers and customer of a cash payment
- Support for cash payment is integrated within KUBRA EZ-PAY. KUBRA EZ-PAY also supports
 enrolled and one-time payment types ACH, Credit Card, Signature Debit, and ATM PIN-less Debit.
- Consolidated real-time reporting console that supports payment management, payment types, reporting, and payment administration.
- Online Map Service which permits customers and CSRs to choose a convenient retail location to make cash payments
- KUBRA Retail Cash Payment advance application provides a variety of online options to support cash payments such as scanning a barcode, QR codes on bills, or marketing materials to initiate a cash payment
- Real-time payment validation and reporting of cash payment
- Real-time integration with client backend applications
- Supports real-time post to customer account
- Remittance file provided next business day
- Cash payment supported through mobile, desktop, or printed on a customer bill

Differentiators

- Capabilities We deliver our solution as a Web Service and, as a result, have the greatest flexibility on integration. Through numerous integrations, we've been able to maintain the branding and digital asset incorporation strategies taken on. The KUBRA EZ-PAY solution is fully integrated with our one-time payment solution so payments are synchronized and notifications are aligned.
- Real-time payment posting to your backend systems with our flexible API integration tool-kit
- **Real-time cash payment authentication** and authorization of payments information across all payment types Credit Cards, ACH, Signature Debit Cards, ATM-PIN-less Debit Cards, and Cash
- Over 70,000 retail location to make cash payments
- Support of multiple languages across all channels
- Universal payment warehouse supports all sales channels and payment types
- Customer-defined payment warehousing and payment history upon authorization
- Advanced reporting and tracking tools Through our rules and roles-based access, ability to source payment details across all payment channels and types in real-time with optional cancellation tools



- Proven KUBRA EZ-PAY performance over 4 million payments per month with 99.99% uptime metrics
- Integrated solution common platform supports all payment types and channels within one integrated solution
- Sophisticated customer analysis and risk management tools control payment types and channels based on historical payment behavior
- Full turnkey consolidated solution

KUBRA Retail Cash Payment Locations

200 Retail Cash Payment locations within 12 miles of Long Beach ZIP 90842

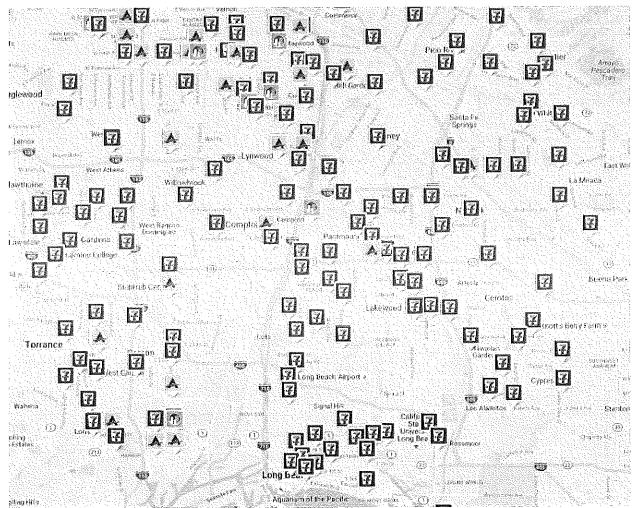


Figure 3: KUBRA RCP Locations in Long Beach Service Area (Confidential)



Financial Review - Retail Cash Payments

Upfront Processes:

- Project Management
- Business Requirements Gathering
- Statement of Work Development
- Programming
- System Testing
- User Training
- KUBRA Retail Cash Payment Adoption Marketing Planning (Playbook Package Free)

Total Installation cost (One-Time): \$15,000 (waived)

| Profile/Set Up | |
|------------------------------|---|
| Supported Channels | Mobile |
| | Internet |
| | Biller Call Center |
| | KUBRA Call Center |
| IVR Languages | Spanish/English |
| IVR Configuration | Transfer |
| API Integration | CRM Integration |
| Map Service | Online Interactive Map Service |
| Customer Authentication | Summary Data |
| Remittance File | Standard/Next Business Day |
| Timelines/Funds Availability | Between 2 nd and 4 th Banking |
| | Business Day |
| Payment Processor | KUBRA Retail Cash Payment |
| | |
| KUBRA Retail Cash Payment | \$1.99 |
| Convenience fee* | |
| Payment Types | Cash |

^{*}KUBRA Retail Cash Payment fee - Fee can be Biller absorbed (City) or Customers funded.

^{*}Fee will be charged for each cash payment on top of bill amounts being paid.



Retail Cash Payment Services Include:

- Support for cash payment integrated within KUBRA EZ-PAY. KUBRA EZ-PAY also supports
 enrolled and one-time payment types ACH, Credit Card, Signature Debit, and ATM PIN-less Debit
- Consolidated "dashboard" console that supports payment management, payment types, reporting, and payment administration
- Provider to facilitate cash payment using ez-Payslip, mobile phone, or barcode printed on customer's bill (To print barcode on bill requires Provider composition customer data)
- Capability for customer to reuse ez-Payslip to pay any amount
- Map service that permits customers to select convenient retail location to make cash payments
- Real-time post to customer account capability
- Real-time notification system that provides billers and customers immediate notifications when cash payments have been made at retailer
- Additional retail locations will be added as walk-in payment network expands
- Cash payments collected at retailer on behalf of biller are automatically settled directly to biller's designated bank account
- Automated consolidated remittance file including cash data provided next business day or as directed by biller
- Includes the daily gathering of payment order transactions from the application, the creation of payment order files in the specified format, and the consolidation of all remittance data into one predefined format for A/R posting
- Real-time payment validation for cash payment accounts
- Automated proactive alert and notifications system (SMS, e-Mail)

(UBRA

Appendix C | Optional Payment Services - Kiosks



Figure 1: City Branded KUBRA Kiosk (Confidential)



KUBRA EZ-PAY Kiosk Custom Solution Overview

KUBRA will provide a completely integrated and managed bill payment Kiosk solution to satisfy the City's payment, customer service, and business objectives. KUBRA will supply the kiosk hardware and software and will install, operate, and maintain the bill payment kiosks on behalf of the City. The Kiosk solution will be directly integrated to support real-time presentment of customer billing amounts and real-time posting capability of payments.

KUBRA will provide:

- 1. Procure Kiosk hardware based on the mutual requirements confirmed with client; install, train and maintain at the location designated mutually. Kiosk hardware typically includes indoor freestanding, outdoor drive-up, or custom outdoor thru-wall.
- 2. The Kiosk solution is installed and supported as Infrastructure-as-a-Service (laaS) model with a Kiosk application.
- 3. Real-time data integration to customer database via direct integration to KUBRA's iDoxs platform.
- 4. Real-time integration with KUBRA for payment processing capability of cash, check, debit card (PIN-Less), and credit card transactions including seamless transaction reporting on dashboard
- 5. Kiosk screen flows and functionality optimized for customers including account search methods and functionality that can be accommodated by the data available. These may include, but are not limited to, (i) Development of scannable symbol such as a QR code; (ii) Phone number lookup; (iii) Service address lookup; (iv) Driver's license barcode scan for automated service address lookup; and, (v) Social Security Number.
- 6. Optionally, specialty kiosk processes and screen flows to facilitate additional in-person services such as reconnection of service and scheduling, if host system data available
- 7. Comprehensive reports with real-time analytics via the online dashboard which will provide instant access to the data such as payments by kiosk, payment volumes, payments by tender type, and geographic location
- 8. Staff training on kiosk operation and minor maintenance including best practices for driving kiosk adoption
- City's armored car service training on end-of-day procedures to empty cash acceptors. Optionally, where available, support for provisional credit by working with armored car company to provide same day ACH transfer of funds to City's bank account
- 10. Consultation on QR barcode where to print on statement, symbol design, and marketing methods to maximize adoption
- 11. On-going enhancement of the initial application deployed as a result of responses to customer feedback and experience data collected at kiosk
- 12. Consideration for potential future changes in business practices, deployment of new business services (such as pre-paid service), or bill payment by other departments



13. On-going system enhancement including the development of new features and processes seamlessly upgraded to kiosk and server

Screen Features & Functionality

The following screens are available to use as needed in the Kiosk Payment Screen Flow. All screens will be customized as mutually defined and will include the City's logo and CSS style sheet look and feel. Text on most action buttons can be customized as needed. The screen flow and design will be subject to availability of City data and final flow mutually agreed upon. These screens will be displayed in the following order:

- 1. Welcome Screen
 - a) Customize text specific to solution
 - b) Customize with language toggle
 - English and Spanish are standard
 - 1) City must validate translations
- 2. Terms of Use Screen
 - a) Customize with City provided text
- 3. Service Type Selection Screen (optional)
 - a. Used only if City allows split payments by service type
- 4. Account Lookup Method Screen
 - a. Standard lookups include
 - i. Account Number
 - ii. Service Address
 - iii. Phone Number
 - iv. Driver's License Number
 - v. Social Security Number
 - vi. FEIN
 - vii. Scan of QR code
 - viii. Scan of driver's license bar code
- 5. Account Number Lookup Screen
 - a. Customize text for unique identifier
- 6. Account Details Lookup Method Screen



- a. Standard lookup by service address or driver's license scan
- 7. Service Address Search Screen
- 8. Phone Number Search Screen
- 9. Driver's License Search Screen
- 10. Social Security Number Search Screen
- 11. FEIN Search Screen
- 12. Multiple Address Return Screen
- 13. Account Balance Screen
 - a. Allows users to pay full balance, minimum amount due, or partial payment
 - b. With Shut Off Notification
 - i. Can be customized based on business rules
 - c. With Disconnection Notification
 - i. Can be customized based on business rules
- 14. Amount to Pay Screen
 - a. Allows users to input amount if paying other than full balance or minimum amount due
- 15. Method of Payment Screen
 - a. Allows for multiple payment methods
 - i. Cash
 - ii. Check
 - Hidden based on payment types restriction flag
 - iii. Credit/Debit
 - Hidden based on payment types restriction flag
 - b. Customize text for Service Fee or Convenience Fee language
- 16. Insert Cash Screen
 - a. Customize text specific to solution
 - Notify customers that payment is rounded up or down to nearest dollar
 - II. Notify customers that the kiosk does not dispense change
 - III. Notify customers that the kiosk dispenses change

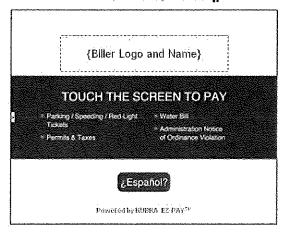
(Paper change only, no coins)

- 17. Swipe Credit Card Screen
 - a. Customize text specific to solution
- 18. Insert Check Screen
 - a. Customize text specific to solution
- 19. Receipt Type Screen
 - a. Select Paper
 - b. Select Email
 - I. Enter email address
 - c. Select Text Message
 - Enter phone number
- 20. Thank you Screen
 - a. Customize with City provided text
- 21. Receipt
 - a. Customize with:
 - i. City Name text
 - ii. Transaction details text and format
 - iii. Service type identifier text and type
 - iv. Service payments details text
 - v. Transaction totals text
 - vi. Tender type totals text
 - vii. Thank you text
 - viii. Customer assistance text

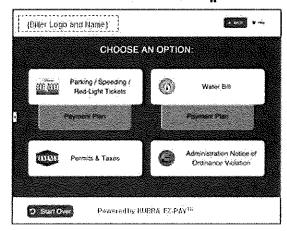


KUBRA EZ-PAY Kiosk Screen Flow Example

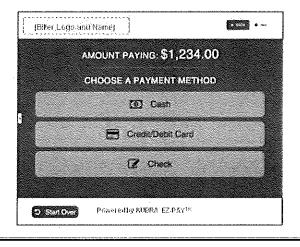
Home Screen¶



Menu Screen¶



Payment-Screen¶



Account Look-up Screen¶

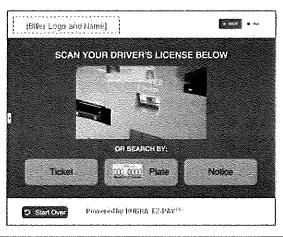


Figure 2: KUBRA EZ-PAY Kiosk Screen Flow (Confidential)



Reporting Dashboard

The Kiosk Reporting Web Portal is completely customizable and can be made with unique fields.

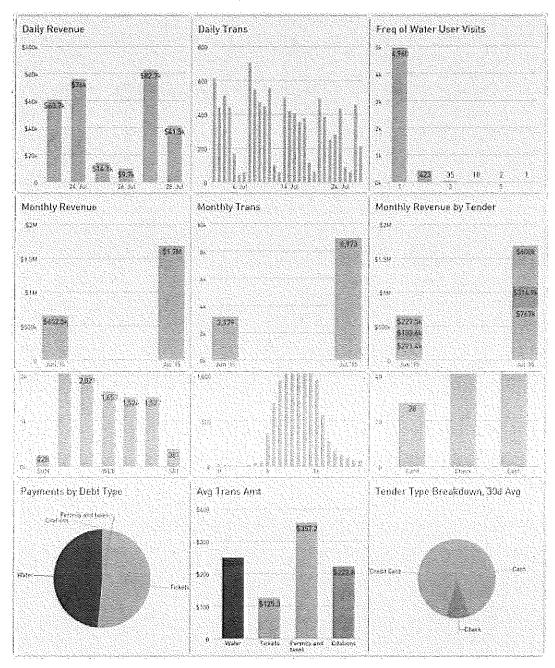


Figure 2: KUBRA EZ-PAY Kiosk Screen Flow (Confidential)



Full Service Indoor Kiosk

CASH/CHECK/CREDIT; APPROX 5.0' HEIGHT; 2.0' X 2.0' FOOTPRINT

Full Service Indoor Kiosk Cash/Check/Credit

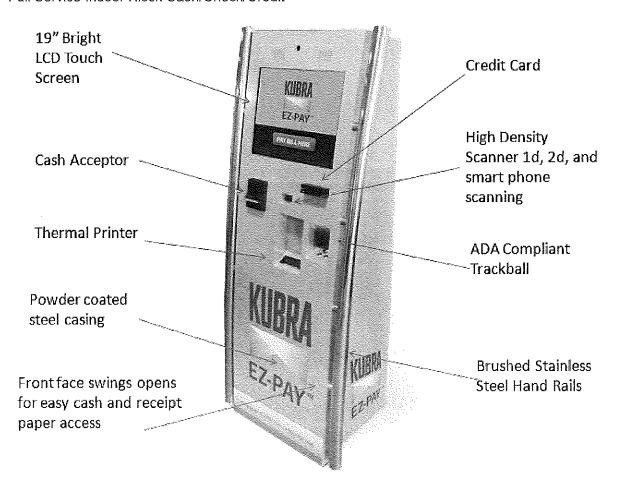


Figure 3: KUBRA EZ-PAY Full Service Indoor Kiosk (Confidential)

Full Service Outdoor Klosk

Cash/Check/Credit

Full Service Thru-Wall Outdoor Kiosk: (custom)

Includes all features and devices as indoor kiosk plus HVAC and weather-proofing for all-season usage. Aesthetic design and color will be applied to match City branding.

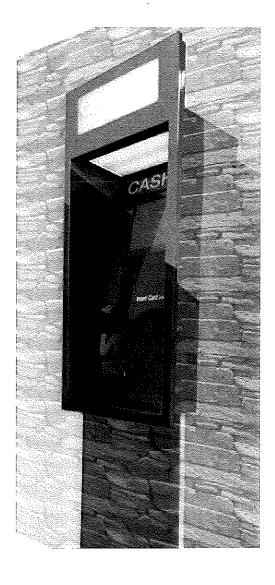


Figure 4: KUBRA EZ-PAY Full Service Outdoor Kiosk (Confidential)

Full Service Free-Standing Outdoor Kiosk CASH/CHECK/CREDIT; APPROX 5.5' HEIGHT, 2.5' X 2.0' FOOTPRINT

Outdoor Hardware: freestanding outdoor kiosk:

Includes all features and devices as indoor kiosk plus HVAC and weather-proofing for all-season usage.

Aesthetic design and color will be applied to match City branding.

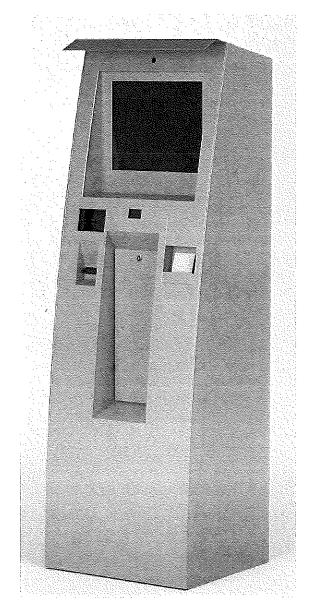


Figure 5: KUBRA EZ-PAY Free-Standing Outdoor Kiosk (Confidential)



Kiosk Specifications

| Kiosk Enclosure | Robust Floor Standing Kiosk. Powder coated steel body. Stainless Steel Poles. Outdoor kiosk adds HVAC, weather gaskets, heavy steel enclosure, and fixture for securing to concrete below. |
|-----------------|--|
| Touch Screen | 19" Touch screen with tempered protecting glass. USB Controller. Outdoor includes hi-bright touchscreen display for ease of use in all lighting scenarios. |
| Cash Acceptor | MEI cash acceptor, 1,200 note capacity. Outdoor cash acceptor is weather proofed with up to 2,200 note capacity. |
| Check Reader | MagTek MICR check scanner for initiating ACH transaction. |
| Credit Card | Mini USB Swipe Reader (Dual Head, USB, Keyboard Emulation and Tracks 1, 2 and 3) |
| Receipt Printer | Internal Black & White Thermal POS printer; 203 DPI Resolution; Width 80mm standard; 82.5 and 58mm with paper guide; Auto Cutter; Speed 250mm/sec. |
| Scanner | 1D, PDF and 2D bar codes, from any media, including smart phones. Decode Capability Reads standard 1D, PDF, 2D, Postal and OCR symbols. |
| ADA Compliance | Trackball and buttons keeps kiosk height comfortable while maintaining ADA compliance. |



City Responsibilities

- 1. City will provide an indoor/outdoor location with adequate space and electrical supply for kiosks.
- 2. City is responsible for providing staging area for kiosk preparation prior to deployment.
- 3. City is responsible for providing company logo for kiosk wrap.
- 4. City is responsible for site preparation in advance of kiosk deployment:
 - a. Includes preparation of concrete pad and bolts or steel mounting plate.
 - b. Any awnings or structures that would house or provide cover for the kiosks.
 - c. City will provide power at each klosk location.
 - i. Network access is not required.
 - d. For Outdoor kiosk locations, City will provide:
 - . Security cameras on all outdoor kiosk locations.
 - II. Bollards or other barriers for protection of Drive-up style kiosks.
 - III. Adequate lighting per site survey recommendation.
- 5. City is responsible for ongoing minor servicing of kiosks including:
 - a. Close-out process including removing cash from the safe and re-loading change dispenser if kiosk is equipped and configured to dispense change.
 - i. City provides float for change dispense.
 - b. Changing receipt paper and providing receipt paper ongoing.
 - Occasional trouble-shooting support for the Contractor which may include physical inspection of kiosk from time to time.
- 6. City may utilize Armored Car Service for ongoing servicing of kiosks
 - a. Armored Car Service is at the City's expense.
 - b. Armored Car contract will be directly between the City and Armor vendor.
- b. City will provide adequate lighting and video surveillance for any kiosks located outdoors available 24x7 to the public.
- c. Kiosk wireless network communication is subject to signal strength of telecom carrier at the kiosk location.



Financial Review - Kiosk Fee Schedule for Managed Kiosk Service

| Kiosk Managed Service | | | | | |
|---------------------------------|---|--|--|----------------------|--|
| Up-Front Cost* | | No | ne | PERCHASIA KANDANIA | |
| Kiosk Hardware Location | | Locati | ion 1 - | | |
| | | Locati | ion 2 - | | |
| | | | ion 3 - | | |
| | | Locati | ion 4 - | | |
| | | | | | |
| | Provided | | d for duration of | contract | |
| Database Integration | | | ıded | | |
| Custom Software Development | | | uded | | |
| QR Statement Design and | | Incl | uded | | |
| Optional Mobile Interface | | and the state of t | | | |
| Installation & Staff Training | | ineli | | | |
| Electronic Receipting | | | ıded | | |
| Telecom Service | | Inclu | | | |
| Software and Hardware | | ineli | uded | | |
| Support and Maintenance | | | | | |
| Transaction | | | | S CWSW | |
| Tender Type | Cash | Check | Credit | Debit (PIN- Less) | |
| Fee | \$1.50 | \$1,50 | \$1.50 | \$1.50 | |
| Fee Funding (Customer or Biller | Customer/ | Customer/ | Customer/ | Customer/ | |
| funded)** | Biller funded Biller funded Biller funded Biller funded | | | | |
| Transaction Minimum | | 1500 tra | nsactions per ki | osk per month | |
| Monthly*** | | | The state of the s | 00 | |
| Armor Car service | | | | TBD | |
| Term | | | | | |
| Term | 36 Months | with automalic | renewal in 1 ye | einemenni nac | |

Notes:

Excludes armored car services. City responsible for armor services and is quoted separately.

Kiosk Hardware maintained through life of agreement.

^{*} City responsible for any construction charges to prepare site for Kiosk installation.

^{**}Biller funded or Consumer convenience fee supported. The transaction fee is applied on each bill payment at kiosk regardless of tender type.

^{***}Transaction Monthly Minimum calculated at 1500 times \$1.50 per month.

EXHIBIT "C"

City's Representative:

Pamela Horgan, Manager, Commercial Services (562) 570-7031

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:
Greg Weeks, Manager, Regional Sales
(800) 766-6616