



**August 6, 2025**

**Ohio Board of Deposit**

Ohio Treasurer Robert Sprague, Chairman  
Ohio Attorney General David Yost, Member  
Ohio Auditor Keith Faber, Member

Request for Proposal

**Consulting for Merchant Services**

DEADLINE FOR SUBMISSION:  
August 27, 2025 – 3:00 p.m. Eastern Time

Proposal responses should be submitted in electronic format using a secure file transfer protocol ("SFTP") site. Respondents may obtain login instructions and passwords by emailing a request to [OhioBOD@tos.ohio.gov](mailto:OhioBOD@tos.ohio.gov), as further described herein.

## Summary and Objectives

This Request for Proposal (“RFP”) is issued by the Ohio Treasurer of State’s Office (“Treasurer’s Office”), on behalf of the Ohio Board of Deposit (“Board”), in connection with the selection of a firm to provide consulting services (“Consultant”) related to a future procurement for end-processing services for payments made using the credit card network pursuant to Ohio Revised Code (“ORC”) §113.40, for the State of Ohio and its various agencies and offices (“State”). During the fiscal year ended June 30, 2025, 2.8 million payments were processed through the credit card network totaling approximately \$347 billion in net settled sales with an average ticket of \$125.56. ***This RFP seeks consulting services only; it does not seek transaction processing or settlement services.***

The Treasurer’s Office issues this RFP in accordance with ORC Chapters 113 and 135 and the rules adopted thereunder. This RFP is not intended to be, nor shall it be construed as, an offer to contract. The purpose of this RFP is to solicit proposals from eligible respondents (“Respondents”) that will form the basis for negotiation of any Consulting Agreement to provide the consulting services detailed herein. The Treasurer’s Office intends to select one qualified firm to serve as a consultant (“Consultant”). At its sole discretion, the Treasurer’s Office may elect to reject all proposals.

The Consultant will assist the Treasurer’s Office in the evaluation of responses and award of a contract for the end-processing of payments made to the State through the credit card network (“Merchant Services”). The Consultant may also assess, advise, and support the State in optimizing its Merchant Services program. Specific consulting services may include:

- Evaluation of the State’s current Merchant Services operations, contracts, fee structures, and vendor performance.
- Recommendation of strategies for service improvements, cost reductions, and enhanced reporting capabilities.
- Assistance in the upcoming RFP process for the procurement of Merchant Services.
- Support for any resulting Merchant Services transition planning and technology integration, as well as subsequent vendor management for risk and compliance.
- Provision of strategic advice on emerging payment technologies and market trends.

The Treasurer’s Office will review and may substantiate all information requested in this RFP; accordingly, please answer all questions as thoroughly as possible. Any false information submitted in response to this RFP will result in the rejection of the Respondent’s response and may result in the permanent exclusion from any further business dealings with the Treasurer’s Office.

## **Section 1 – Administrative Overview**

### **1.0 Issuing Office**

This RFP is issued by the Treasurer’s Office on behalf of the Board. Any action taken by the Treasurer’s Office is on behalf of the Board. The only individual who has the authority to sign or obligate the State to this solicitation is the Ohio Treasurer of State (“Treasurer”) or his designee.

The Treasurer’s Office, at its sole discretion, reserves the right to modify or delete any provision of this RFP, or to withdraw this RFP in its entirety, at any time prior to the award of any Merchant Services Consulting Agreement pursuant thereto, if it is in the best interest of the State to do so. The Treasurer’s Office also reserves the right to reject any or all of the responses on any basis without disclosure of a reason. The withdrawal of this RFP, or the failure to make a disclosure as to the rejection of any or all of the responses, will not result in the accrual of any right, claim, or cause of action by any unsuccessful Respondent against the Board, the Treasurer’s Office, or the State.

**Any contract award is contingent on approval of the State of Ohio Controlling Board.**

### **1.1 Scope**

This RFP covers professional consulting services for the assessment of the State’s Merchant Services program, strategic planning related to procurement of future Merchant Services, and monitoring vendor performance and associated systems. This RFP does not seek transaction processing or settlement services.

### **1.2 Inquiries about this RFP**

The Treasurer’s Office will accept questions and inquiries from all potential Respondents. Respondents should submit questions related to this RFP and/or request clarification of any procedure used for this procurement no later than **August 13, 2025, by 3:00 p.m. E.T.** and prior to submission of responses. Questions and inquiries received after the submission deadline will not be considered. The Treasurer’s Office reserves the right, however, to consider a late submission of a question or inquiry if the Treasurer’s Office, in its sole discretion, determines that the answer or clarification could result in a material change to the specification, and which may affect submittals of all Respondents; and which does not materially advantage to a specific Respondent.

All questions and inquiries shall be submitted electronically to the email address listed below. No verbal questions shall be answered, nor will there be any verbal communication with any prospective Respondent. Any Respondent who violates the terms of this provision may be disqualified from further participation in this RFP process.

Inquiries shall be sent via email to: [OhioBOD@tos.ohio.gov](mailto:OhioBOD@tos.ohio.gov)

All inquiries received by the Treasurer's Office will be aggregated without attribution to the submitting firm and published with a complete set of answers on the Treasurer's Office website ([www.ohiotreasurer.gov](http://www.ohiotreasurer.gov)) no later than 3:00 p.m. E.T. on August 20, 2025.

Please note all responses to this RFP are public records subject to possible disclosure according to the provisions of the Ohio Public Records Act as set forth in ORC Chapter 149. Specific questions or concerns regarding disclosure should be referred to: [OhioBOD@tos.ohio.gov](mailto:OhioBOD@tos.ohio.gov).

### **1.3 Verbal Communication**

Verbal communication or representation from any Treasurer's Office personnel or Board member concerning this RFP is not binding on the Treasurer's Office and shall not be relied on by Respondent, nor shall verbal communication alter a specification, term, or condition of this RFP.

### **1.4 Schedule**

<b>Date</b>	<b>Event</b>
August 6, 2025	RFP available by request beginning at <b>11:00 a.m. ET.</b>
August 13, 2025	Final submission deadline for Respondent inquiries by <b>3:00 p.m. ET.</b> Send to <a href="mailto:OhioBOD@tos.ohio.gov">OhioBOD@tos.ohio.gov</a>
August 20, 2025	All responses to inquiries will be posted on the Treasurer's Office website by <b>3:00 p.m. ET.</b> Credentials for SFTP site may be requested beginning on this date.
August 27, 2025	Due date for RFP submissions by <b>3:00 p.m. ET.</b> Submission instructions are contained in this RFP.
On or before September 10, 2025	Consultant selection announced. Discussions about Fee Proposals and Merchant Services Consulting Agreement can begin.
Submission to Ohio Controlling Board is anticipated to be on or around September 29, 2025	Submission of contract executed by selected respondent or respondents.
Within two weeks following Ohio Controlling Board Approval, should such approval be obtained	Treasurer's Office and Consultant enter into the Merchant Services Consulting Services Agreement

### **1.5 Response Organization and Format**

The costs of developing a response to this RFP are the sole responsibility and expense of the Respondent and may not be charged to the Treasurer's Office or the Board.

The written response of the Respondent shall **not exceed twenty-five (25) pages in length**, excluding required exhibits. The inclusion of financial reports, annual reports, marketing materials, literature, etc. will not be counted toward the twenty-five (25) page limit.

Responses shall be typed on standard 8.5x11-inch paper, single spaced with one-inch margins, and Times New Roman 12-point font. The response must be submitted in both Microsoft Word® and searchable PDF formats. The response may be compared to the original RFP released by the Treasurer's Office. **Note: Any alterations, changes, or deletions made by Respondent to the original RFP may be grounds for disqualification.** Responses shall be organized and presented in the order and by the number assigned in the RFP. Responses shall be organized with the following headings, and each heading shall be clearly marked. The RFP sections that require responses are:

- I. Section 2 – Scope of Services and Minimum Requirements
- II. Section 3 – Organizational and Technical Qualifications
- III. Section 4 – Work Plan and Approach
- IV. Section 5 – Fee Proposal

The Exhibits shall also be completed and submitted.

If Respondent includes in its proposal confidential, proprietary, or trade secret information, Respondent shall submit its proposal in accordance with Section 1.5.1 of this RFP.

If any of the Respondent's responses to this RFP are based on the service(s) being provided by a subcontractor, the Respondent must disclose this information in the response to the RFP.

#### **1.5.1 Mandatory Requirements Related to Public Record Exemptions**

Respondent acknowledges that the Treasurer's Office is subject to the Ohio Public Records Act and that documents submitted pursuant to this RFP may be subject to a public records request. Proposals and related documents submitted in response to this RFP are not available for public inspection and copying until after the award of the contract(s), if any. Thereafter, except as provided below or as set forth in the ORC, upon receipt of a valid public records request, the Treasurer's Office will immediately take steps to release the information to the requesting party.

If Respondent believes that its response contains trade secrets, proprietary information, or is otherwise confidential pursuant to Ohio law, it may propose redactions by submitting its response to this RFP clearly marking information which may be exempt from disclosure pursuant to the Ohio Trade Secrets Act (ORC §§ 133.61 – 133.69), the Ohio Public Records Act (ORC Chapter 149. et. Seq.), or other applicable laws. **Respondent must clearly and conspicuously mark each page or section of the proposal it believes to be exempt.** Respondents shall not designate the entire proposal as confidential or request blanket redactions, unless the Respondent provides a detailed and legally supported analysis justifying such treatment under applicable Ohio law. Unsupported or excessive claims of confidentiality may result in rejection of the proposal or disregard of the redaction request.

Respondent acknowledges that the mere marking of information for redaction shall be provisional and shall not in itself render the information as exempt from disclosure. Respondent acknowledges the Treasurer's Office shall have complete discretion to determine whether proposed redactions are proper. Such determination shall be in accordance with the Ohio Public Records Act, the Ohio Trade Secrets Act, or other applicable law.

Any information that the Treasurer's Office determines is properly designated shall be redacted from the response prior to release to a requesting party. Should the Treasurer's Office, upon a public records request, determine that a proposed redaction is, in the Treasurer's Office's complete and total discretion, a public record, then it shall so inform the Respondent, and Respondent may take steps to obtain a protective order from a court with jurisdiction, prior to the release of the information to the requester.

**Any information submitted in the response that has not been marked as provided in this Section 1.5.1 shall, on a valid public records request, be produced and Respondent acknowledges that failure to comply with this Section 1.5.1 may constitute its waiver of any right to later assert such confidentiality.**

## **1.6 Proposal Submission**

The Treasurer's Office will provide access to an SFTP site for the electronic submission of proposals. Respondents must request login credentials and passwords in advance by sending an email to: OhioBOD@tos.ohio.gov.

Credentials will be provided upon request to interested Respondents beginning August 20, 2025, seven (7) calendar days prior to the submission deadline. The request must include the Respondent's company name, the name of a primary contact person, and current contact information, including an email address and phone number.

It is the Respondent's responsibility to request SFTP credentials in sufficient time to meet the submission deadline. Requests for credentials received after the submission deadline will not be fulfilled. Respondents are ***strongly encouraged*** to ensure the login credentials provided by the Treasurer's Office are functioning prior to the date and time required for submission of responses.

Respondents must submit their proposals utilizing SFTP as follows:

- The folder and files must be clearly labeled with the Respondent's name and the RFP identifier as provided in this solicitation.
- Respondents must ensure that submissions conform to any naming or formatting requirements described elsewhere in this RFP.

It shall be Respondent's sole and complete responsibility to ensure that the response to this RFP is received by the Treasurer's Office ***no later than 3:00 p.m. ET on August 27, 2025***. The Treasurer's Office is not responsible for late, incomplete, or failed uploads. The

Treasurer's Office will confirm receipt of submitted proposals, if any, daily beginning seven (7) days prior to the submission deadlines; but will not open or review any attachments, or review any submission until after the submission deadline. The Treasurer's Office will not accept, nor will it review, any submissions received after the deadline; any such submissions will not be reviewed, and shall be deleted after notice to Respondent. Respondents are strongly encouraged to ensure the login credentials and passwords provided by the Treasurer's Office are functioning prior to the date and time required for submission of responses.

**RFP responses shall be submitted no later than 3:00 p.m. ET on August 27, 2025.**

Any responses received after the specified due date and time shall not be eligible for consideration. However, the Treasurer's Office reserves the right, in its sole discretion, to extend the due date. If extended, the Treasurer's Office will post notice on the Treasurer's website. Responses received prior to the due date shall not be reviewed until the extended due date and time. Notice of any extension of the submission deadline will be posted on the Treasurer's website before the submission deadline. If the extension is accompanied by a change in the RFP specifications or requirements, then any Respondent who previously submitted a response may request that such response be ignored in favor of a new response submitted before the extension deadline for RFP responses.

### **1.7 Mandatory Requirements**

Respondent shall thoroughly examine and be familiar with all RFP requirements. Failure or omission of Respondent to receive or examine this document shall in no way relieve that Respondent of obligations with respect to the RFP, their response, or any subsequent agreement.

Respondents shall answer all questions and provide all information requested in Sections 2 through 5 and shall complete **Exhibit 1 – Contact Information and Certification** and **Exhibit 2 – Additional Certifications**. Failure to respond to the requirements may be the basis for a Respondent's disqualification.

In **Exhibit 1 – Contact Information and Certification**, Respondents shall submit the information for an individual with authority to answer questions or provide clarification regarding Respondent's responses.

Please carefully read the terms and conditions in **Exhibit 2 – Additional Certifications**, and throughout this RFP. Failure to comply with any term and/or condition outlined in this RFP by Respondent may disqualify Respondent from selection and/or execution of contract.

### **1.8 Evaluation Process**

The Treasurer's Office reserves the right to reject any and all responses, or to select the response deemed to be most advantageous to the achievement of the Treasurer's Office's goals. Selection of a firm to serve as Consultant will be based on the criteria described below.

A firm's response should provide a level of clarity and detail that is sufficient to allow the Treasurer's Office to adequately judge the expertise, experience, and capabilities of the firm.

1. Respondent's experience and qualifications:
  - a. Relevant experience of Respondent;
  - b. Relevant experience, knowledge, and expertise of assigned lead consultant and other personnel as indicated in the response and by references; and
  - c. Reputation of Respondent as evidenced by three public sector references provided by the Respondent and contacted by the Treasurer's Office.
2. Respondent's ability to support Treasurer's Office and meet Section 2 – Scope of Services and Minimum Requirements:
  - a. Respond in a timely manner to the Treasurer's Office;
  - b. Demonstrate understanding of Treasurer's Office goals and objectives; and
  - c. Provide well-developed and coherent plans, and appropriate personnel and technical resources to integrate and execute the plans.
3. Fees and expenses are deemed to be competitively priced.

Deviations from this RFP must be included in the response to the RFP in **Exhibit 3 – Deviations from the RFP**, and may affect the selection of the Respondent and, at the discretion of the Treasurer's Office, may result in the rejection of Respondent's response. No deviation is accepted unless agreed to in writing by the Treasurer's Office

All Respondents will be evaluated initially based on their written RFP response. The Treasurer's Office reserves the right to request additional information from firms subsequent to the response deadline for this RFP. Such requests for information will be in writing from the Treasurer's Office, and responses shall be provided in writing as well. At the sole discretion of the Treasurer's Office, Respondents may be subject to an oral interview.

The Treasurer's Office, in the exercise of its due diligence, may consider any other information, including information not requested or submitted in response to this RFP, and reserves the right to investigate references and past performance of any Respondent with respect to its performance of similar services, and compliance with past contractual obligations. If additional time is necessary to allow for an adequate investigation, the Treasurer's Office may elect to postpone the execution of the Merchant Services Consulting Agreement after the announcement of the apparent successful Respondent firm should one be selected.

## **1.9 Negotiation**

After evaluating the proposals, the Treasurer's Office may enter into negotiations with one or more Respondents. The primary purpose of negotiation is to maximize the Board's ability to obtain the optimal value for services based on the requirements, contractual provisions, and Fee Proposal. Multiple rounds of negotiation may be conducted with one or more Respondents.



Negotiations will be conducted when they are deemed by the Treasurer's Office to be in the Board's best interest. Therefore, the Respondent is advised to submit its best response, including fees, because the Treasurer's Office may make a contract award based on the Respondent Evaluation Process without further negotiation with any Respondent.

Nothing in this RFP shall be construed to limit the Treasurer's Office from negotiating for a change in the scope of services prior to awarding the business or during the term of a contract issued pursuant to this RFP.

#### **1.10 Agreement Execution**

The Treasurer's Office expects to notify Respondents of its selection decision in writing on or before September 10, 2025. If Respondent is selected as the provider of services, it is anticipated that a contract will be executed following approval of the State of Ohio Controlling Board. Should the State of Ohio Controlling Board not approve a contract, then the Treasurer's Office may, in its sole discretion, reject the proposals and terminate this RFP process at no cost or expense. Terms and Conditions outlined in **Exhibit 2 – Additional Certifications** are required in any vendor contract.

The Treasurer's Office reserves the right to:

1. Accept or reject any response and reject all responses at any time prior to the award of contract, without thereby incurring any liability to the affected Respondent, any obligation to inform the affected Respondent, or to inform the Respondent of the grounds for the action. Should the Treasurer's Office reject any or all responses, such rejection is at no cost or expense to Treasurer.
2. Waive any irregularities or informalities in any response or in the response procedures.
3. Accept or reject any item or combination of items.
- 4.
5. Negotiate with any, none, or all Respondent(s) regarding price, once the responses have been evaluated.
6. Award some, all, or none of the services covered by this RFP and may award them to one, all, or no Respondents.

**The Board and the Treasurer's Office hereby give notice that neither they, State Agencies, nor the State will indemnify any party nor limit damages available to the Board, the Treasurer's Office, State Agencies, or the State in the Merchant Services Consulting Agreement or in any other manner.**

#### **1.11 Statement of Work**

The Treasurer's Office and the successful Respondent should expect to agree upon the Statement of Work no later than September 26, 2025, which shall be submitted for approval

from the State of Ohio Controlling Board at its meeting on October 20, 2025. Any selected Consultant shall be required to register as a state vendor with the Ohio Administrative Knowledge System (“OAKS”) prior to commencing work. The Treasurer’s Office and Consultant will commence the scope of services **immediately** upon receiving State of Ohio Controlling Board approval. The Consultant will ensure resources described in their RFP response are available. Any contract is contingent upon approval of the State of Ohio Controlling Board and registration with OAKS. Should the State of Ohio Controlling Board not authorize a contract, then the Treasurer’s Office may terminate this procurement at no cost or expense. Should the selected consultant fail to register with OAKS, then it shall be disqualified and shall not be eligible for any payments.

The Statement of Work that the Treasurer’s Office may submit as a result of this RFP will be based upon the responses submitted by the respondents to this RFP. The Treasurer’s Office reserves the right to submit a Statement of Work without further negotiation with the Respondent, or to negotiate terms with the Respondent if such negotiations would serve the best interests of the Treasurer’s Office and the Board.

The approved Statement of Work between the Treasurer’s Office and the Respondent shall be a combination of the following:

1. The specifications, terms, and conditions of the RFP;
2. The offer contained in the response;
3. Any written changes or clarifications made in accordance with the provisions herein; and
4. Any other terms necessary for the purpose of completing the objectives of this RFP.

#### **1.12 Term of Contract**

The initial contract term is anticipated to be for a two (2) year period, beginning not earlier than October 20, 2025, and running through approximately October 31, 2027. In addition, the contract may provide that the Treasurer’s Office may elect to extend the contract to provide ongoing services, at the discretion of the Treasurer’s Office, for an additional two (2) year period. Any contract or extension is contingent upon approval by the State of Ohio Controlling Board.

## **Section 2 – Scope of Services and Minimum Requirements**

### **2.0 Scope of Services**

The Treasurer’s Office seeks a Consultant to provide consulting services for the upcoming Request for Proposal for Merchant Services (“Merchant Services RFP”) and ongoing consulting services related to Merchant Services.

The Consultant shall:

1. Provide assessments of the current Merchant Services Agreement and upcoming Merchant Services RFP, which include analysis of fees, vendor performance, system integration, and recommendations related to procurement strategies.
2. Provide the Treasurer’s Office with feedback on the upcoming Merchant Services RFP drafted by the Treasurer’s Office.
3. Create evaluation methodology and documentation as requested by the Treasurer’s Office.
4. Assist the Treasurer’s Office in administering the upcoming Merchant Services RFP process, including evaluation and selection of one or more end-processors.
5. Attend any meetings related to the upcoming Merchant Services RFP process as may be requested by the Treasurer’s Office.
6. Provide the Treasurer’s Office with transition planning and implementation guidance including technology integration.
7. Review compliance with Payment Card Industry Data Security Standard (“PCI-DSS”) and ORC § 113.40.
8. Advise the Treasurer’s Office on emerging technologies (e.g., tokenization, mobile payments).

### **2.1 Minimum Requirements**

To be considered for selection, the following Minimum Requirements shall be included in the response as documented proof that the required qualifications listed below are met. Respondent has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the Respondent as an unqualified candidate for further consideration. In preparing its Fee Proposal for this RFP, the Respondent should consider the following requirements for doing business with the Treasurer’s Office, which may differ from Respondent’s current practice.

PLEASE INCLUDE WITH RFP RESPONSE an Executive Summary that describes your ability to perform the services described in Section 2.0 and meet or exceed the criteria in this Section 2.1. Use **Exhibit 3 – Deviations from RFP Requirements** to note any deviations from the requirements listed in Section 2.

1. The Treasurer’s Office will require assurance that the selected Respondent is committed to working closely and cooperatively with the Treasurer’s Office to facilitate the goals of this RFP.
2. The Treasurer’s Office will require the Respondent to:
  - A. Have experience advising state or large public sector entities on merchant services;
  - B. Be familiar with ERP systems that are unique;
  - C. Have expertise in PCI-DSS, credit card networks, and payment acceptance strategies;
  - D. Be independent from merchant processors that may submit responses to the upcoming Merchant Services RFP; and
  - E. Begin offering services within thirty (30) days of an award of a contract.
3. The Treasurer’s Office will specifically require the following from the selected Respondent:
  - A. Respondent shall notify the Treasurer’s Office of the intended use of any subcontractor not identified within its response and shall receive written approval from the Treasurer’s Office prior to any subcontractor commencing work.
  - B. On an ongoing basis, the Respondent shall affirm that it has not done, and will not do, anything that would violate ORC Chapter 102, which is the Ohio Ethics Law. The Treasurer’s Office, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the selection of the Respondent. The Treasurer’s Office reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

### Section 3 – Organizational and Technical Qualifications

The Respondent must demonstrate the qualifications, competence, and capacity of the firm and its staff to provide the services offered in its proposal. The proposal should address all the specifications to allow the Treasurer’s Office to gain a better understanding of the Respondent’s capabilities and experience.

#### **3.0     General Organization Information**

1. Provide a brief overview of your organization, including its history.
2. Provide biographical information on key personnel of Respondent, including detailed resumes of lead consultants who will be assigned to work on this proposed consulting engagement with the Treasurer’s Office.
3. Provide a single point of contact who can be contacted to address questions or issues.
4. Describe past engagements similar to the scope of those of this RFP. Describe, in detail, what level of involvement the firm had with each engagement and include the size and structure of the governmental unit for which services were rendered.
5. Please provide contact information (names, titles, addresses, phone numbers and email addresses) of at least three (3) recent clients that the firm has worked with in a similar consulting project that required the delivery of written documents with recommendations and functional documentation (scoring matrix, respondent analysis, data collection, etc.) at the conclusion of the engagement.
6. Identify any Merchant Services providers with whom Respondent has a relationship by completing **Exhibit 4 – Conflicts of Interest**.
7. Identify any and all vendors or subcontractors that will be utilized in providing the services required under this RFP. Describe their roles and responsibilities for the required services, and their years of experience providing the required services. Describe your processes for assessing and managing these third parties including the criteria for selecting and monitoring them.
8. Will your organization take full responsibility, and will it indemnify the Board, Treasurer’s Office, and/or State, for all direct losses due to the acts and omissions, breaches of contract, and breaches of the standard of care of itself, its agents, and subcontractors?

Provide information about relevant services offered by your organization that are not enumerated as “required services” in this RFP. Describe the service itself and the benefit to be derived.

## **Section 4 – Work Plan and Approach**

If any of the Respondent's responses in this section are based on the service(s) being provided by a subcontractor, the Respondent must disclose this information in its response.

### **4.0 Project Approach**

Submit a detailed description of Respondent's Project approach, including discovery, analysis, evaluation, recommendations, negotiations, transition and implementation of Merchant Services. Please include a typical timeline with key milestones identified.

### **4.1 Customer Service and Support**

1. What support will be provided to the Treasurer's Office to assist in the implementation of the Respondent's plan?
2. What support will be provided to the Treasurer's Office to evaluate and manage the performance of merchant services provider(s) subsequent to their selection and implementation of any contract that results from the upcoming RFP?
3. What is the typical cadence and format of communication?
4. Include any costs of ongoing support in Respondent's Fee Proposal.

### **4.2 Analysis**

Please describe the tools and/or frameworks the Respondent uses to analyze and evaluate RFP responses and to conduct fee comparisons.

### **4.3 Privacy**

As part of the consulting services for the Merchant Services RFP, Respondent may come into contact with private or sensitive data of a respondent to the Merchant Services RFP. Submit a detailed description of how Respondent ensures the privacy and security of sensitive data, in accordance with applicable data protection laws.

## Section 5 – Fee Proposal

### 5.0 Fees

1. Respondent's Fee Proposal should provide pricing for a fixed fee by service and/or hourly rate schedule by role. Any a la carte pricing for a specific service should be clearly identified. These amounts should be all-inclusive with all fees clearly disclosed.
2. Provide a complete description of the estimated hours and blended rate (if applicable).
3. If the Respondent has submitted a proposal that necessitates the purchase of hardware and/or software, those costs should be listed.
4. Discuss any proposed fees for services that have not been identified in this RFP. In such instances, an additional line should be inserted at the bottom of the Fee Proposal and highlighted in blue.

Provide a complete description of any optional fees applicable to this RFP. All fees listed as “optional” will not be considered in the price evaluation and comparison of the required specifications of this RFP.

## **EXHIBIT 1**

### **CONTACT INFORMATION AND CERTIFICATION**

#### **1. Contact Information**

Please provide the name, title, address, email address, and telephone number of an individual with authority to answer questions or provide clarification regarding the Respondent organization's responses.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### **2. Certification**

I hereby certify that this response is true and correct to the best of my knowledge and that I am authorized to accept the terms and conditions in **Exhibit 2**, make the enclosed certifications, and submit this response on behalf of \_\_\_\_\_.

I, the undersigned, have the authority to bind the Respondent organization to provide the services that meet the requirements and objectives of this RFP unless otherwise noted in **Exhibit 3**, for the fees quoted in the response.

Organization Name: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Signature\*: \_\_\_\_\_

Title\*: \_\_\_\_\_

Date: \_\_\_\_\_

\*This Certification must be signed by a principal of your organization.



## **EXHIBIT 2**

### **ADDITIONAL CERTIFICATIONS**

**The following language is representative of standard terms required in contracts negotiated on behalf of the Treasurer of State and will apply in the event that an Agreement results from this RFP process.**

### **SUPPLEMENTAL TERMS AND CONDITIONS**

This Supplemental Terms and Conditions Agreement (the “Agreement”) is an additional agreement between [Contractor Name] (“Service Provider”) and the Ohio Treasurer of State’s Office (“Treasurer’s Office”) supplementing the [Name of Agreement] (together the “Contracts”).

Unless otherwise defined herein, capitalized terms below shall have the meaning as set forth in the Contracts, and terms defined in this Agreement shall be incorporated into the Contracts. If there is any conflict between the terms of this Agreement and any other agreement as part of the Contracts, then the terms of this Agreement shall prevail. The following clauses are hereby incorporated into and made a part of the Contracts:

#### **1. NATURE OF CONTRACT**

1.1. Service Provider shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Treasurer’s Office is the sole judge of the adequacy of such services. The Treasurer’s Office thus reserves the right to cancel this Agreement should the Treasurer’s Office at any time be dissatisfied with Service Provider’s performance of its duties under this Agreement.

1.2. The Treasurer’s Office enters into this Agreement in reliance upon Service Provider’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Service Provider warrants that it does possess the necessary expertise and experience.

1.3. Service Provider shall perform services and the Treasurer’s Office shall not hire, supervise, or pay any assistants to Service Provider in its performance under this Agreement. The Treasurer’s Office shall not be required to provide any training to Service Provider to enable it to perform services required hereunder.

1.4. In the event of a cancellation of this Agreement by the Treasurer’s Office, Service Provider shall be reimbursed in accordance with Section 4, Termination of Contractor’s Services. All provisions of this Agreement relating to confidentiality shall remain binding upon Service Provider in the event of cancellation.

1.5. The Treasurer's Office may, from time to time, communicate specific instructions and requests to Service Provider concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Service Provider shall comply with such instructions and fulfill such requests to the Treasurer's Office's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Service Provider. The Treasurer's Office retains the right to ensure that Service Provider's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Service Provider is an independent contractor, and neither Service Provider nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Treasurer or the State of Ohio.

1.6. The Service Provider shall furnish professional services performed in accordance with industry standards necessary for the satisfactory performance of the services hereunder.

1.7. The Service Provider shall consult with the personnel of the Treasurer's Office and other appropriate persons, agencies, and instrumentalities as necessary prior to performance to assure understanding of the services and satisfactory completion thereof.

## **2. COMPENSATION**

2.1. Service Provider shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of this Agreement.

2.2. It is anticipated that any fees associated with the services provided by this Agreement shall be paid by the Treasurer's Office or such State Agency as is utilizing the services (hereinafter the "Client").

2.3. A voucher for payment shall be processed within sixty (60) days of the Treasurer's Office's or Client's receipt and approval of the invoice.

2.4. Should the Treasurer's Office or Client fail to timely make payment as required under this Agreement, interest shall accrue on the late payment as provided under and subject to the conditions set forth in Ohio Revised Code ("R.C.") § 126.30.

2.5. Unless expressly provided for elsewhere in the Agreement, Service Provider shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract.

2.6. It is understood that the funds of the Treasurer's office or Client are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due hereunder, the Treasurer's office's or Client's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the Treasurer's office or Client.

2.7. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if awarding of this Agreement would be contrary to the terms of R.C. § 3517.13, R.C. § 127.16, or R.C. Chapter 102.

### **3. CERTIFICATION OF FUNDS**

3.1. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Treasurer's office gives Service Provider written notice that such funds have been made available to the Treasurer's office by the funding source of the Treasurer's office.

### **4. TERMINATION**

4.1. This Agreement may be terminated by the Treasurer's Office without cause and without penalty by giving written notice to Service Provider. Such termination shall not affect any outstanding transactions or obligations under this Agreement and the provisions of this Agreement shall continue to apply to each transaction and obligation until all the obligations of each party to the other under this Agreement have been fully performed.

### **5. RELATIONSHIP OF PARTIES (independent contractor)**

5.1. Service Provider acknowledges that the Treasurer's Office has informed Service Provider that Service Provider is classified as an independent contractor or classification other than a public employee, as defined by Ohio Administrative Code § 145-1-42(A)(2). Service Provider agrees to comply with and provide all necessary information to the Treasurer's Office to comply with R.C. § 145.036-.038. In compliance with these R.C. Sections, Service Provider also agrees to complete the acknowledgment form prescribed by OPERS at the time that this Agreement is negotiated or executed.

### **6. INSPECTION AND AUDIT RIGHTS**

6.1. Service Provider agrees that the Treasurer, its officers, agents, employees, and auditors may visit Service Provider at any time to observe and inspect the operations and internal controls of Service Provider in providing services under this Agreement. Service

Provider agrees to make space available for and cooperate with the Treasurer, its officers, agents, employees, and auditors.

## **7. RELATED AGREEMENTS**

7.1. The work contemplated in this Agreement is to be performed by Service Provider, who may subcontract without the Treasurer's Office's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Agreements, but which are required for its satisfactory completion. Service Provider shall not enter into other subcontracts without prior written approval by the Treasurer's Office. All work subcontracted shall be at Service Provider's expense.

7.2. Service Provider shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision that seeks to bind the Treasurer's Office to terms inconsistent with, or at variance from, this Agreement.

7.3. Service Provider warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Treasurer's Office, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

7.4. Service Provider shall furnish to the Treasurer's Office a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

7.5. Service Provider is liable to the Treasurer's Office and affected State Agencies for all damage or harm caused by the negligence, reckless, or willful misconduct of itself, its agents, and its subcontractors.

## **8. CONFLICT OF INTEREST COMPLIANCE**

8.1. During the term of this Agreement, no personnel of Service Provider who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the services shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to carrying out of the Agreement. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer's Office in writing. Thereafter, he or she shall not perform any services under this Agreement, unless the Treasurer's Office shall determine in his sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

## **9. NONDISCRIMINATION OF EMPLOYMENT**

9.1. Pursuant to R.C. § 125.111, Service Provider agrees that Service Provider, or any agent acting on behalf of Service Provider, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services.

9.2. Service Provider further agrees that Service Provider, or any agent acting on behalf of Service Provider, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

## **10. BOYCOTT**

10.1. Pursuant to R.C. § 9.76 and the policy of the Treasurer's Office, Service Provider agrees that Service Provider is not boycotting any jurisdiction with whom this state can enjoy open trade, including Israel, and will not do so during the contract term.

## **11. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

11.1. The Treasurer's Office shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by Service Provider pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Service Provider by the Treasurer's Office shall be subject to copyright by Service Provider in the United States or any other country.

11.2. Service Provider agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

## **12. LIABILITY**

12.1. Service Provider agrees to indemnify and to hold the Treasurer's Office and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement that are attributable to Service Provider's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

12.2. Service Provider shall bear all costs associated with defending the Treasurer's Office and the State of Ohio against any claims.

12.3. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

### **13. COMPLIANCE WITH LAWS**

13.1. Service Provider, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal and state of Ohio laws, rules, and regulations. Further, Service Provider understands and agrees that this obligation includes, but is not limited to, Ohio's Public Records Act, and Ohio Revised Code § 9.27.

13.2. Service Provider represents and warrants that, except for those tax liabilities that it contests timely, and in good faith and for which adequate reserves have been set aside, it is now and will remain current on all State taxes, including without limitation, income, sales, use, and franchise taxes. If this representation and warranty is later determined to be false or should Service Provider fail to remain current on such taxes during the contract period, then this Agreement may, at the sole and complete discretion of the Treasurer's Office, be immediately terminated at no cost to the Treasurer's Office. Any such termination shall be effective upon receipt of written notice from the Treasurer's Office to Service Provider.

### **14. DRUG-FREE WORKPLACE**

14.1. Service Provider agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors while on duty and engaged in the providing the work hereunder purchase, transfer, use, consume, or possess illegal drugs, marijuana, or alcohol, or abuse prescription drugs in any way.

### **15. OHIO ETHICS LAW & CAMPAIGN CONTRIBUTIONS**

15.1. Under penalty of perjury, Service Provider represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Under penalty of perjury, Service Provider further represents, warrants, and certifies that neither Service Provider nor any of its employees will do any act that is inconsistent with such laws. Under penalty of perjury, Service Provider hereby certifies that neither Service Provider nor any of Service Provider's partners, officers, directors, or shareholders, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. § 3517.13.

### **16. ENTIRE AGREEMENT**

16.1. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

16.2. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

## **17. NOTICES**

17.1. Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a “Notice”) shall be given in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

## **18. HEADINGS NOT BINDING**

18.1. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of construction or interpretation of this Agreement.

## **19. SEVERABILITY**

19.1. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

## **20. SURVIVAL**

20.1. Any terms or conditions contained in this Agreement that must survive termination or expiration of the Contracts to be fully effective will survive the termination or expiration of the Contracts, unless expressly provided otherwise in this Agreement.

## **21. APPLICABLE LAW & VENUE**

21.1. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio. Venue for actions shall occur in the appropriate court in Franklin County, Ohio.

## **22. ASSIGNMENT**

22.1. Neither this Agreement nor any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer’s Office. In addition, during the

term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

**23. FORCE MAJEURE**

23.1. Service Provider shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation: acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities; transportation; computer (hardware or software), or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment, or transportation.

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

**24. AUDITOR OF STATE FINDINGS**

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

**25. BUSINESS EXPENSES**

25.1. Unless expressed otherwise in this Agreement, Service Provider shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

**26. WAIVER OF BREACH**

26.1. A waiver by any party of a breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach or default hereunder.

**27. QUALIFICATIONS TO DO BUSINESS**

27.1. Service Provider affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time



during the term of this Agreement, Service Provider, for any reason, becomes disqualified from conducting business in the State of Ohio, Service Provider will immediately notify the Treasurer in writing and will immediately cease performance of the services under this Agreement.

**28. DEBARMENT**

28.1. Service Provider represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. § 153.02 or 125.25.

**29. INCORPORATION**

29.1. This Agreement incorporates the RFP, the response to the RFP, and all attachments and exhibits. However, if a conflict should arise between the Agreement and the RFP, the response to the RFP, and any attachment or exhibit, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement shall be in writing.

**30. CONFLICT**

30.1. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

**31. EXECUTION**

31.1. This Agreement is not binding on the Treasurer's Office unless executed in full and is effective as of the last date of signature by the Treasurer.

**32. COUNTERPARTS**

32.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**33. FACSIMILE AND DIGITAL SIGNATURES**

33.1. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

#### **34. NO THIRD-PARTY BENEFICIARIES**

34.1. In performing hereunder, Service Provider is acting solely on behalf of the Treasurer and no contractual or service relationship shall be deemed to be established hereby between the Treasurer and any other person.

#### **35. PUBLICITY**

35.1. Any use or reference to this Agreement by Service Provider to promote, solicit, or disseminate information regarding the scope of this Agreement is prohibited, unless otherwise permitted in writing by the Treasurer.

#### **36. RECORD KEEPING**

36.1. During the performance of this Agreement and for a period of three years after its completion, Service Provider shall maintain auditable records pertaining to this Agreement and shall make such records available to the Treasurer as the Treasurer may reasonably require.

#### **37. CONFIDENTIALITY**

37.1. Service Provider acknowledges that the RFP, this Agreement, and any other agreements made pursuant thereto contain sensitive security information regarding the Treasurer's Office and Service Provider will not disclose any such information to any third-party, except when the Treasurer's Office supplies written consent. In addition, without limitation, Service Provider's response to the RFP shall be subject to R.C. Chapter 149 et seq. as well as R.C. § 1333.61-.69 (colloquially known as the Trade Secrets Act).

#### **38. CYBERSECURITY**

38.1. It is anticipated that any Service Provider that is selected shall enter into a contract with cyber-security terms and conditions, acceptable to the Treasurer's Office, and are similar in nature to the following:

38.2 Service Provider, to the best of its knowledge, represents and warrants that its telecommunication and computer systems, other technology assets and equipment or devices, networks, hardware, software, websites, applications and databases ("**IT Systems**") are, without limitation, free from any spyware, adware, ransomware, rootkit, keylogger, virus, trojan horse, worm, or other code or mechanism designed to permit unauthorized access to State funds or data or which otherwise serve to disrupt Service Provider's provision of services to Treasurer.

38.3 Service Provider represents and warrants that it has administrative, technical, digital, and physical safeguards in place which are reasonably designed to ensure continuity of services and to protect State funds and data from, without limitation, unauthorized system

intrusion, virus or malicious code attack, loss or corruption of data, theft of data, monetary theft or other fraud, unauthorized access to data and/or nonpublic personal information, hacking or phishing, any other act of data ransom, or other cyber related risk (each a “**Cyber Security Incident**”).

38.4 In the event that Service Provider becomes aware of any actual or suspected Cyber Security Incident, Service Provider shall notify Treasurer as soon as possible and no more than 24 hours after discovery of the Cyber Security Incident.

38.5 In addition to the foregoing, Service Provider will take reasonable steps to immediately remedy any Cyber Security Incident, ensure the continuity of services, and protect State funds and data from any additional corruption, exposure, theft, fraud, or other cyber related risks.

38.6 Upon notification of a Cyber Security Incident, Service Provider and Treasurer will coordinate appropriate follow-up activities to be taken to ensure continued protection of State funds and data and to facilitate the continuity of services and the provision of State of Ohio services.

38.7 Service Provider shall be liable for all costs and damages related to or arising from a Cyber Security Incident related to the compromise of Service Provider’s IT Systems.

38.8 Once a Cyber Security Incident has been resolved to Treasurer’s satisfaction, Service Provider and Treasurer will meet to discuss the incident, incident response policies and procedures, and any additional steps necessary to ensure the safety of State funds and data, and the continuity of services.

### **39. BUSINESS CONTINUITY**

39.1. It is anticipated that any Service Provider that is selected shall enter into a contract with business continuity terms and conditions, acceptable to the Treasurer’s Office, and similar in nature to the following:

39.2 Because the provision of services is integral to the operation of the State of Ohio and the health, safety, and welfare of the Citizens of the State, Service Provider must maintain a business continuity plan designed to address the continuation of services in the event of a Cyber Security Incident, or any man-made or natural disaster. Such plan will include at a minimum data backup and/or continuity of operations back-up sites, back-up server farms, and such other commercially reasonable facilities which will allow for continuity of services to the State of Ohio for its services.

**By signing this document, the Authorized Agent of this organization certifies that it hereby makes and will comply with the terms set forth in this section, unless such terms are otherwise discussed in Exhibit 3 – Deviations from RFP Requirements.**

Organization: \_\_\_\_\_

Signature\*: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*\* This document must be signed by a principal of the organization.*

**EXHIBIT 3**

**DEVIATIONS FROM RFP REQUIREMENTS**

ANY EXCEPTION that the Respondent takes with the mandatory requirements and terms and conditions of this RFP must be noted here. Using this format, please list any exception that Respondent wishes to communicate, keeping the items in the same order as they appear in the RFP.

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

## **EXHIBIT 4**

### **CONFLICTS OF INTEREST**

Please identify any merchant processors with whom Respondent has a relationship and describe the nature and duration of the relationship.