

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 17, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Merchant Services for Credit Card Payments	Resolution Ordinance ✓ Motion Discussion Only	Allison Deitch Performance Manager

SYNOPSIS

A motion is requested to award an agreement to Moneris Solutions for merchant services for credit card payments for daily fee parking.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Steward of Financial Sustainability*.

FISCAL IMPACT

Due to a reduction in fees, staff projects an increase net revenues by \$20,000 per year.

RECOMMENDATION

Approval on the June 17, 2014 consent agenda.

BACKGROUND

The Village receives payment for daily fee parking in the parking deck and at commuter lots through 10 payment processing stations. In 2013, the Village received approximately 148,000 payments at these parking stations for total revenues of approximately \$438,000.

Currently, the Village uses PayPros for the parking payments, which is also used for utility and permit payments by credit card. The PayPros fee is 10 cents per transaction, plus credit card company and administrative fees. PayPros makes a direct deposit of the revenues, minus processing fees, to the Village's bank account. The high-volume, low-dollar amount nature of parking payments results in a higher fee, as a proportion of the total payment.

The Village issued an RFP in accordance with the Village's Purchasing Policy and received two responses. Moneris is the lowest proposer, based on an analysis of potential payment volume. Moneris' fee is 5 cents per transaction, plus credit card company and administrative fees.

Moneris is affiliated with BMO Harris Bank and also provides merchant services for the City of Naperville and the Schaumburg Park District. Moneris is certified as compliant with Payment Card Industry Data Security requirements (PCI-DSS), which is the certification required by credit card companies for protection of personal data.

ATTACHMENTS

Contract Documents

Village of Downers Grove



**REQUEST FOR PROPOSAL
(Professional Services)**

Name of Proposing Company: Moneris Solutions

Project Name: MERCHANT SERVICES
Proposal No.: RFP-0-7-2014/TT
Proposal Due: February, 14 2014, 2:00 P.M.
Pre-Proposal Conference: None

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: January 31, 2014
Date Issued: January 31, 2014
This document consists of 20 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **February 14, 2014, 2:00 P.M.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

Village of Downers Grove

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

Village of Downers Grove

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,

Village of Downers Grove

physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In

Village of Downers Grove

addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates,

Village of Downers Grove

as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

Village of Downers Grove

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

Village of Downers Grove

bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s)' failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

Village of Downers Grove

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS
MERCHANT SERVICES

The Village of Downers Grove seeks competitive proposals for merchant services for debit and credit card payments. The proposal should result in lower transaction fees for a high volume of small dollar credit card payments. Vendors must be PCI and DSS compliant. The firm must be able to provide prompt authorization of purchases and deliver collected funds to the Village's deposit account. Daily reports of all deposits and transactions are required.

The Village of Downers Grove receives payment for daily fee parking at its commuter parking lots through credit card and cash payment stations that are purchased from and maintained by Total Parking Solutions. The Village has 10 payment stations located near two commuter train stations and processes approximately 146,000 payments of \$3 per year. However, this is subject to decrease or increase as parking facilities are upgraded.

Proposers will be evaluated based on experience and quality of service, as well as the proposed fee structure. Proposers may submit pricing that includes the option of a fixed or variable rate. For a variable rate option please detail the rates by card. Fee proposals should clearly state and explain all fees applicable to the payment processing function, including setup or maintenance fees. Proposers shall submit at least two municipal references.

Preface

Unless otherwise indicated in this Response to Request for Proposal ("RRFP"), all information set out in this RRFP is of a confidential nature and is being delivered by Moneris Solutions, Inc. ("Moneris") to Village of Downers Grove on the express understanding that any and all such information will be used by Village of Downers Grove for the sole purpose of evaluating Moneris as a potential acquiring partner and will be publicly disseminated only as required by State law or Village ordinance or policy.

The information provided in this RRFP is based on specific information contained in the Request For Proposal issued by Village of Downers Grove. In the event any information contained in the RFP is inaccurate or incomplete, Moneris reserves the right to modify the information and/or responses contained in this RRFP. Moneris and its representatives shall not be liable to Village of Downers Grove for any responses, assumptions or information contained in this RRFP which is based on inaccurate or incomplete information provided in the RFP.



Moneris

SOLUTIONS

February 14, 2014

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Re: Request for Proposal

Dear Ms. Tarka:

Moneris Solutions is honored to have the opportunity to respond to the Village Downers Grove and its request for credit card processing services. Moneris has a dedication and commitment municipality market to ensure that each entity receives the highest level of care, support and service.

Moneris Solutions is one of North America's largest merchant services providers. Moneris has over 45 years of merchant processing experience. As a former division of BMO Harris Bank, Moneris has been in the merchant services business since the inception of MasterCard in 1967.

Moneris has reviewed and responded to all questioned posed in your proposal. Upon contract award, Moneris is prepared to meet and exceed each requirement addressed in your proposal. We trust that you will find in our responses to your questions that Moneris has the experience, commitment and dedication to effectively serve your payment processing needs and requirements.

Your contact for the purpose of further clarification and for the purpose of committing Moneris Solutions to a mutually beneficially relationship is as follows.

Kindest Regards,

Jennifer LaRocco
Senior Commercial Account Executive
Moneris Solutions
150 N Martingale Rd; Ste 900
Schaumburg, IL 60173
(847)533-3076
jennifer.larocco@moneris.com

V. PROPOSER'S RESPONSE TO RFP (Professional Services)

Moneris processes more than 3 billion credit and debit card transactions a year, for over 350,000 merchant locations across North America. We have over 1,300 dedicated employees who understand transaction processing and know how to make it work for you.

As your primary payment processing source in an industry that constantly changes, Moneris is leading the way with innovation. A relationship with Moneris not only improves your satisfaction and ease of transaction processing today, but it will also ensure a superior value proposition for the future.

Transaction processing is our primary business. Moneris is the industry leader because we focus all of our energy on the three key elements of processing - technology, innovation and people. These core strengths differentiate us in the marketplace and allow us to deliver exceptional value in transaction processing.

One source for all your processing needs

Moneris Solutions is your single point of contact for VISA, MasterCard, American Express, and Discover, and all Point of Sale solutions. As your one source in an industry of constant change, Moneris is leading the way with innovation. A relationship with Moneris not only improves your satisfaction and ease of transaction processing today, but it will also ensure a superior value proposition for the future.

Our history

Moneris was created as a joint investment between RBC Financial Group and BMO Financial Group (including Chicago-based BMO Harris Bank) in December 2000. By maintaining the tradition of security, stability and strength of our parent banks, today Moneris is one of North America's leading processors of debit and credit card transactions for businesses of all sizes.

The Moneris difference

Transaction processing is our business. Moneris is the industry leader because we focus all of our energies on the three key elements of processing - technology, innovation and people. These strengths differentiate us in the marketplace and allow us to deliver exceptional value in transaction processing.

- **Technology: Transaction processing that exceeds your expectations**
At Moneris, we understand your business objectives for payment processing - efficiency, effectiveness and the delivery of exceptional service to your customers. Our technology solutions are cost-effective and work for your business needs.

- **Innovation: We strive to be strategic partners**

As partners, we ensure you stay at the forefront of transaction processing. Moneris is committed to investing in the people and the innovative technologies that provide superior payment processing to our customers.

- **Our people: We've been there**

As a Moneris merchant, you will benefit from working with an industry leader and from the proven expertise of our people to help you grow your business.

Total Parking Solutions

Moneris shall process transactions through the Total Parking Solutions equipment utilizing Merchant Multi-Connect Tender Retail.

PCI Compliance

Moneris has been validated as compliant with PCI-DSS requirements by Visa. The Village can confirm such validation by searching for "Moneris Solutions" at Visa's site: <http://www.visa.com/splisting/>

Reporting

Moneris shall provide daily, weekly, and monthly reporting via Business Track on-line reporting. Detailed historical information is maintained in Business Track for up to 6 months, while summary data is available for up to 18 months.

Funding

Moneris shall provide a Next-Day Funding option for the Village. This option would require a Direct Deposit Account (DDA) with BMO Harris Bank. If the parties agree to process using Next-Day funding, the payment schedule would be as follows for Visa, MasterCard, and Discover:

Transmission Day	Funding Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday
Saturday	Monday
Sunday	Monday

References

References are available upon request.

Pricing Proposal

Pricing shall be as described in the Merchant Application and Merchant Services Agreement attached as Section III of the Request for Proposal.



MERCHANT EZ APPLICATION

Additional Location <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Partner Name <i>(If Applicable)</i>	APP ID 8902
MID		

Name of Account <i>(Doing Business As)</i> Village of Downers Grove	Contact Steve Sanderson	Tax Filing Name (Same as Legal Name) Village of Downers Grove	Are you a Foreign Entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address <i>(No P.O. Box)</i> 801 Burlington Ave		Legal Address 801 Burlington Ave	
City, State/Province, Zip/Postal Code Downers Grove, IL, 60515		City, State/Province, Zip/Postal Code Downers Grove, IL, 60515	
DBA Phone NO. (630) 434-5523	Retrieval Method: <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> EIDS <input type="checkbox"/> Mail & EIDS <input type="checkbox"/> Auto Fax & EIDS	Client Contact Steve Sanderson	Phone NO. (630) 434-5523
Mailing Name and Address <i>(if different from above)</i> ATTN:		Website Address www.	
Merchant Customer Service Phone Number ()		Merchant Email Address	

MERCHANT PROFILE

Type of Ownership: Sole Proprietorship Partnership Limited Liability Company (LLC) Not for Profit
 Private Corporation Public Corporation - Ticker Symbol: _____

Pricing based on: Retail Mail/Telephone eComm Basic eComm Preferred (VBV) IVR Restaurant Utilities Other *(Explain):* **Emerging Market/f**

Percent of Business:	Card Swiped	100 %	Mail Order/Telephone	%	eCommerce	%	Manual Key Entry with Imprint, Customer Present	%
----------------------	-------------	-------	----------------------	---	-----------	---	---	---

One Time Event: Yes No Date _____ Seasonal Sales: Yes No High Volume Months _____ Dollar Volume \$ _____

Describe goods or services sold: **Village's parking at train station** When are your services or products delivered? Within: 1 Day 1 Week 30 Days Other: _____

Is merchant currently or has merchant previously been in any Card Brand chargeback or fraud monitoring program? *(If Yes, please explain.)* _____

Current PCI DSS Compliance Status *(Please explain)* _____

TAXPAYER IDENTIFICATION NO. <input type="checkbox"/> FEIN <input type="checkbox"/> SSN <input type="checkbox"/> GST	Number of Locations 1	Years in Business 5 year +	Years Owned Business 5 year +
---	--------------------------	-------------------------------	----------------------------------

OWNERS (Must be a Majority or Primary) / OFFICERS

NAME (1)	Title	Percentage Ownership %	Email Address
Social Security # / Insurance #	Date of Birth	Driver's License #	Home Phone () Mobile Phone ()
Home Address	<input type="checkbox"/> Own <input type="checkbox"/> Rent	City	State/Province Zip/Postal Code Years There
Previous Employment <i>(if less than 1 year in current employment)</i>	Title	How Long?	Type of Business
NAME (2)	Title	Percentage Ownership %	Email Address
Social Security # / Insurance #	Date of Birth	Driver's License #	Home Phone () Mobile Phone ()
Home Address	<input type="checkbox"/> Own <input type="checkbox"/> Rent	City	State/Province Zip/Postal Code Years There
Previous Employment <i>(if less than 1 year in current employment)</i>	Title	How Long?	Type of Business

BANK INFORMATION (Primary Settlement Account)

Bank Name	Contact	Phone NO. ()	FAX NO. ()
Transit # (ABA Routing)	DDA # (Checking/Savings)		

SECOND BANK INFORMATION (if applicable)

Bank Name	Contact	Phone NO. ()	Fax NO. ()
Transit # (ABA Routing)	DDA # (Checking/Savings)		

PREPARED BY FIELD SALES REP Jennifer LaRocco	FOR INTERNAL USE ONLY	FIELD SALES ID 0193
Prepared by Inside Sales Rep <i>(if applicable)</i>		INSIDE SALES ID
Range # 2 9 5 9 7 0 1 2 4 8 8 5	Book Number	Corporate Field Chain #



MERCHANT EZ APPLICATION

Additional Location <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Partner Name <i>(If Applicable)</i>	APP ID 8902
MID		

Global Table Number _____ **FOR INTERNAL USE ONLY**

CREDIT CARD SCHEDULE OF RATES AND FEES

Do you currently accept credit cards? No Yes *(If Yes, you should submit 3 most recent months' statements)* AutoDebit Only GETI Other

Name of Current Processor _____ Reason Leaving _____

CREDIT CARD: Average Ticket Size \$ 3 Annual Volume \$ 438000 Program Code: _____ Promo Code: _____

Explain Intended Use of Payment Services: Village's parking at train station

Merchant elects to accept the following cards at the rates/fees below (choose one): Debit Cards Other Cards All Cards Gross Net Gross Gross

STANDARD RATES		STANDARD FEES		MISCELLANEOUS SERVICES	
Visa® / MasterCard® / Discover®*	Credit	Application Fee <input type="checkbox"/>	\$ 0.00	INTERNET GATEWAY	
Qualified	0.0000 %	Set-Up Fee	\$ 0.00	One-Time License Fee	\$
Mid-Qualified	%	Monthly Maintenance	\$ 5.00	Monthly Gateway Fee	\$ 0.00
Non-Qualified	%	Monthly Minimum	\$ 0.00	Gateway Per Item Fee	\$ 0.00
Regulated	%	Annual Fee <i>(To be charged annually)</i>	\$ 0.00	WIRELESS	
Interchange/Pass-Through	<input checked="" type="checkbox"/>	Value Package	\$ 0.00	One-Time Set-Up Fee	\$
Billback Flag "ON"	<input type="checkbox"/>	Monthly PCI Program Fee	\$ 6.95	Monthly Wireless Fee	\$
* By accepting Discover® you are eligible to accept JCB® and Diners Club International® cards		Monthly PCI Non-Compliance Fee **	\$ 19.95	Wireless Per Item Fee	\$
Discover® (Retained):		** Only applies to non-compliant merchants		OTHER	
AUTHORIZATION		REPORTING OPTIONS BASED UPON ELECTION		Address Verification Service Fee (AVS)	\$ 0.00
Visa®/MasterCard®/Discover®	\$ 0.0500	Online Reporting / per account <input checked="" type="checkbox"/> Yes	\$ 0.00	EBT Transaction Per Item Fee	\$
Non-Bank Card	\$ 0.1600	Paper Statement / per account <input checked="" type="checkbox"/> Yes	\$ 0.00	Micros Trans Fee	\$
Batch Header	\$ 0.0000	E-Statement / per account <input type="checkbox"/> Yes	\$	EIDS Per Set-Up Fee <input type="checkbox"/> Yes	\$
Billback Surcharge	<input type="checkbox"/> %	PER OCCURRENCE		Rewards <input type="checkbox"/> Yes <input type="checkbox"/> No	
DEBIT		Bank Reject Fee	\$ 25.00	EBT: <input type="checkbox"/> Cash Benefit <input type="checkbox"/> Food Stamps	
PIN Debit Transaction Per Item	\$	Voice Call Authorization / ARU	\$ 1.50	FCS ID:	
PIN Debit Interchange Fee	<input type="checkbox"/> %	Touchtone Per Item	\$ 1.00	Convenience Fee*** <input type="checkbox"/> Fixed \$ _____ <input type="checkbox"/> Percentage % _____	
PIN Debit Discount Rate	%	Terminal Re-Programming Fee <input type="checkbox"/>	\$	VAULT Monthly Fee/Record \$ _____ Monthly Fee \$ _____	
Regulated Signature Debit Auth Fee	\$	Terminal Return Fee	\$	Account Updater <input type="checkbox"/> Visa (VAU) <input type="checkbox"/> MasterCard (ABU)	
Regulated Signature Debit Sales Transaction Fee	\$	Chargebacks	\$ 20.00	Registration Fee	\$
Regulated Signature Debit Return Transaction Fee	\$	Retrievals	\$ 7.00	Monthly Fee	\$ _____ \$ _____
		Bank Card Per Item	\$ 0.0000	Per Match Fee	\$ _____ \$ _____

Rates and fees are based on proposed volume of transactions listed in Merchant's application and above, and corresponding levels of interchange applicable thereto, and are subject to adjustment by Bank or Card Associations based upon actual volume levels and qualifications for interchange. Early Termination Fee is calculated based on the greater of Two Hundred Fifty Dollars (\$250) or Bank's average monthly volume derived from processing Merchant's transactions (based on an average of the highest three (3) months of processing volume during the previous or current term of the Agreement, whichever is greater), multiplied by .003, multiplied by the number of full and partial months remaining in the term of the Agreement. Certain administrative charges may be assessed as specified in Sections 5 and 10 of this Agreement. If Merchant elects an option other than "All Cards" but later submits a transaction in another category, Bank will process the transaction pursuant to the terms of this Agreement and assess the appropriate fee. Gross billing is defined as fees charged on gross sales volume. Gross-Gross billing is defined as fees charged on gross sales volume and credit volume. Net billing is defined as fees charged on net sales volume. Rewards Discount Rate for sales and credits: An additional 0.20% over the credit Qualified, Mid-Qualified, Non-Qualified Discount Rates.

NETWORK AND OTHER FEES

VISA®	MASTERCARD®
Acquirer Processing Fee.....Currently \$0.02 per authorization.	Network Access Usage Fee.....Currently \$0.02 per transaction.
International Fee (IAF).....Currently 0.45% or 0.90% per settled transaction based on your merchant category code.	Cross-Border Fee.....Currently 0.40% of MasterCard International Sales Volume.
ISA Fee.....Currently 0.40% of Visa International Sales Volume.	Acquirers Program Support Fee.....Currently 0.55% of MasterCard International Sales Volume.
Cash Advance Fee (ISA).....Currently 0.40% of Visa International Sales Volume.	Assessment Fee.....Currently 0.12% of sales volume <i>(an additional fee will be added for transactions >=\$1,000. Currently 0.02%).</i>
Misuse of Auth Fee.....Currently \$0.05 per authorization.	Acct Status Inq SVC Intraregional.....\$0.025 per transaction.
Zero Floor Limit Fee.....Currently \$0.10 per Visa transaction without proper authorization.	Acct Status Inq SVC Interregional.....\$0.03 per transaction.
Assessment Fee.....Currently 0.11% of sales volume.	Processing Integrity Fee.....\$0.05 per authorization <i>(that is not cleared or reversed).</i>
Transaction Integrity Fee.....Currently \$0.10 per transaction.	DISCOVER®
Network Fee CP (Card Present).....Varies based on # of locations.	Data Usage Fee.....Currently \$0.02 per transaction.
Network Fee CNP (Card Not Present).....Varies based on CNP volume.	International Processing Fee.....Currently 0.40% per settled International transaction.
	International Service Fee.....Currently 0.55% per settled International transaction.
	Assessment Fee.....Currently 0.105% of sales volume.

* Pricing may increase due to any increases in association and other third party fees, which will be passed through to you.

AMERICAN EXPRESS CARD® ACCEPTANCE

Choose Only One New Existing Existing American Express® Merchant Number _____ Expected Annual Card Sales \$ _____ Estimated Average Ticket \$ 3

Choose Only One Discount Rate _____ % Paper _____ % Monthly Flat Fee \$7.95 (\$0.00 - \$4,999 net annual volume only) Franchise Name _____ Franchise Cap# _____

Choose Only One Transaction Fee Retail + \$0.10 Transaction Fee + 0.30% Card Not Present Downgrade Services, Wholesale & All Other + \$0.15 Transaction Fee Choose only one Monthly Gross Pay Daily Gross Pay (+0.03% if \$100,000 or more) Home Based Yes No Pay Frequency (in days) 3 15 30

By signing the Merchant Acceptance, I for myself and on behalf of Merchant, represent that I have read and am authorized to sign and submit this application on behalf of the Merchant above, and all information I have provided on the Moneris Solutions EZ Application (the "Application") is true, complete, and accurate. Merchant requests that American Express Card® acceptance be added to my Merchant Services Agreement. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the Merchant above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the Merchant indicated above to accept the American Express card, the terms and conditions for American Express Card acceptance ("Terms and Conditions") will be sent to such Merchant along with a welcome letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the Merchant agrees to be bound by the Terms and Conditions.



MERCHANT EZ APPLICATION

Additional Location <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Partner Name <i>(If Applicable)</i>	APP ID 8902
MID		

VENDOR (FRONT END PLATFORM)

Moneris Host (Phoenix) TSYS FDMS-Nashville Other

Time Zone _____ Auto close: No Yes Time 01:00 a.m. p.m.

EQUIPMENT

TERMINALS*: Type _____ <input type="checkbox"/> DSL/IP <input type="checkbox"/> Dial-Up Rush Shipping Fee \$ _____ <input type="checkbox"/> Wireless <input type="checkbox"/> OWN Serial # _____ Sim Card # _____ <input type="checkbox"/> RENTAL Fee \$ _____ x Quantity _____ Total: \$ _____ <input type="checkbox"/> PURCHASE Price \$ _____ x Quantity _____ Total: \$ _____ <i>*if additional terminal type use "Other" section</i>	PIN PADS: Type _____ <input type="checkbox"/> USB <input type="checkbox"/> Serial <input type="checkbox"/> Encryption Fee \$ _____ <input type="checkbox"/> Swap Fee \$ _____ <input type="checkbox"/> OWN Serial # _____ <input type="checkbox"/> RENTAL Fee \$ _____ x Quantity _____ Total: \$ _____ <input type="checkbox"/> PURCHASE Price \$ _____ x Quantity _____ Total: \$ _____
--	--

PRINTERS: <input type="checkbox"/> OWN Type: _____ <input type="checkbox"/> RENTAL Fee \$ _____ x Quantity _____ Total: \$ _____ <input type="checkbox"/> PURCHASE Price \$ _____ x Quantity _____ Total: \$ _____	OTHER: <input type="checkbox"/> OWN Serial # _____ <input type="checkbox"/> RENTAL Fee \$ _____ x Quantity _____ Total: \$ _____ <input type="checkbox"/> PURCHASE Price \$ _____ x Quantity _____ Total: \$ _____
--	--

Imprinters (Cost \$26.00 each): Purchase Quantity _____ @ \$26.00 ea. = Total: \$ _____ Plates: Quantity _____ Size: 1-1/8" x 2-5/8" (Std size) 1-1/16" x 1-3/4" (AMEX)

Terminal Application: Retail/MOTO Retail w/tips Restaurants w/tips Restaurants w/o tips Hotel/Lodging QSR EBT PIN Debit

Terminal Feature: Commercial Card Level 2 Multi-merchant Main Account Main Account #: _____

Optional Processing Features: _____

For outside line, dial: () _____ Receipt Message Header:

Training: Agent Phone (Default) Receipt Message Footer:

PC SOLUTIONS

SOFTWARE: _____ SOFTWARE VERSION: _____ Upgrade Own Purchase: Software Purchase Price \$ _____

Other PA DSS Compliant Software: _____ Other PA DSS Compliant Software Version: _____

Communication Type: Dial IP User License: Single Multi Serial No. _____

INTERNET SOLUTIONS

eSELECTplus <input type="checkbox"/>	ENVIRONMENT <input type="checkbox"/> Consumer Present <input type="checkbox"/> eCommerce / MOTO GATEWAY INTERFACE <input type="checkbox"/> API Integration / Direct Host <input type="checkbox"/> Batch Upload <i>(Check one or more)</i> <input type="checkbox"/> Virtual Terminal <input type="checkbox"/> Hosted Pay Page <input type="checkbox"/> Mobile App PAYMENT TYPE <input type="checkbox"/> Credit Card <input type="checkbox"/> Check Conversion <input type="checkbox"/> AutoDebit <input type="checkbox"/> Pinless Debit <input type="checkbox"/> Pin Debit	FEATURED FUNCTIONALITIES <i>(Check one or more)</i> <input type="checkbox"/> Encrypted MAG Swipe <input type="checkbox"/> MAG Swipe Credit <input type="checkbox"/> Recurring Payment <input type="checkbox"/> Convenience Fee <input type="checkbox"/> Dynamic Descriptor <input type="checkbox"/> Address Verification Service (AVS) <input type="checkbox"/> Card Validation Value (CVV) <input type="checkbox"/> SECURE CODE (MC) <input type="checkbox"/> VBV (VISA) Level 2 / 3: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Account Updater <input type="checkbox"/> VISA (VAU) <input type="checkbox"/> MasterCard (ABU) <input type="checkbox"/> VAULT <i>Monthly Fee/Record Monthly Fee</i> Per Match Fee \$ _____ \$ _____ \$ _____ \$ _____
--------------------------------------	---	---

SYSTEM: PC MAC

GATEWAY: USA ePay USA ePay w/MCP USA ePay Swipe Authorize.net

Own OR PURCHASE: Gateway Purchase Price \$ _____ Other Gateway (name): Merchant Multi-Conne MCP

SYSTEM INTEGRATOR (Send Gateway/PC/Terminal Set-Up Information to)

Technical Contact or System Integrator Name: Steve Sanderson Phone NO. () _____ Email Address ssanderson@downers.us

If contact is different than System Integrator fax to: Company _____ Fax NO. () _____ Attention _____

MID / TID EMAIL NOTIFICATION

Email Address	Email Address	Email Address	Email Address
---------------	---------------	---------------	---------------

SHIPPING INSTRUCTIONS

SHIP TO: Merchant's DBA Address Merchant's Legal Address Different Address (provide below)

Name	Street	City	State/Province	Zip/Postal Code
------	--------	------	----------------	-----------------

MERCHANT SITE SURVEY REPORT (To Be Completed by Sales Representative)

Is the merchant's DBA name displayed at the facility? (Exterior signage?) Yes No (If No, Explain): _____

Does the address match that of the merchant's application? Yes No (If No, Explain): _____

Does the merchant have appropriate/sufficient equipment/inventory consistent with the type of business and projected sales volume and average ticket?
 Yes No (If No, Explain): _____

Does the merchant: Own Lease Other (Explain): _____ Do they have a website? Yes No Is it currently functioning? Yes No

Further comments by the inspector: _____ What is the URL: _____

I hereby certify the above information and recommend this Merchant Application based on the site inspection completed on this date: _____ / _____ / _____

Premises inspection completed by: Sales Representative Signature Print Name _____ Title _____

X



MERCHANT EZ APPLICATION

Pre-Note MCC

Additional Location <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Partner Name <i>(If Applicable)</i>	APP ID 8902
MID		

CARD NOT PRESENT INFORMATION (If Applicable)

For merchants who process MORE THAN 20% of their bankcard transactions, or volume, without physically swiping the credit card, we ask that you complete the following information in its entirety.

Provide a full description of the product or service you provide to the cardholder:

Village's parking at train station

How will you receive cardholder data? Phone Fax Internet Mail

For Internet orders, please provide us with your active URL:

(If site is not active, please provide a test site with a user name and password if one is needed. Please also note that for our internet merchants, we ask that your website meet specific security and disclosure criteria.)

When do you typically charge the cardholder? BEFORE or AFTER the product/service is provided to the cardholder

What is your general breakdown of billing?

% At time of purchase | % Monthly | % Quarterly | % Annually | % Other, explain:

What is the average amount of time (in days) that it will take for the cardholder to receive the product/service? Within 1 Day (days)

What is your target geographic area? % United States | % Canada | % Other:

For your product/service, do you outsource any of the following? Customer Service Product Shipment Handling of Returns Cardholder Billing Fulfillment House

If yes to any of the above, please list the name(s), address(es) and phone number(s) of those fulfillment organizations:

-
-

For merchants who receive cardholder data from the Internet, please advise if any part of your website is outsourced to a third party? Common examples include:

Shopping Cart Hosting Solutions Gateway Cardholder Data Storage Other, explain:

In some cases, we may require certificates from those third parties confirming their compliance in protecting cardholder data.

REFUND POLICY: No Refunds Refund Within 30 Days Damaged/Defective Merchandise Only Restocking Fee Charged Store Credit Only
 Return Authorization Required (RM/RMA) Other

Should Merchant alter or change any aspect of the business from that described herein, or if any information changes, without prior notice to and approval by Bank, then Merchant will be subject to termination. Also, Merchant agrees to obtain, abide by, and fully comply with protecting cardholder data as described at www.pcisecurtystandards.org.

PERSONAL GUARANTY

Name of Guarantor:

Merchant Name:

Village of Downers Grove

To induce BMO Harris Bank N.A., Moneris Solutions, Inc. (collectively "Bank"), and Global eTelecom, Inc. ("GETI") and all other Moneris Solution third party providers to enter into the Merchant Services Agreement and/or any agreements for GETI services (the "GETI Agreements"), the Guarantor(s) indicated below jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank and GETI (collectively, the "Guaranty Recipients") pursuant to the Merchant Services Agreement and the GETI Agreements (collectively, the "Agreements"), as they now exist or as amended from time to time, with or without notice. This guaranty is a guaranty of payment, and not of collection, and a debt of Guarantor for his or her own account. Accordingly, none of the Guaranty Recipients shall be required before enforcing this guaranty against Guarantor: (1) to pursue any right or remedy any of the Guaranty Recipients may have against Merchant or any other Guarantor; (2) to make any claim in a liquidation or bankruptcy of Merchant or any other Guarantor of these obligations; or (3) to make demand of the Merchant or any other Guarantor of these obligations or to seek to enforce or realize upon any collateral security held by any of the Guaranty Recipients which may secure these obligations. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Agreements. I/We waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of the Agreements by Merchant, and all other notices or demands regarding the Agreements. I/We agree to promptly provide to the Guaranty Recipients any information requested from time to time concerning my/our financial condition, business history, business relationships and employment information. This guaranty will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of the Guarantee Recipients. Guarantor(s) understand that the inducement to the Guaranty Recipients to enter into the Agreements is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

Signature of Guarantor, as an individual

X Sign Here

Printed Name and Home Address of Guarantor

MERCHANT AUTHORIZATION AND ACCEPTANCE

The owner, officer, partner, or member signing this Merchant Application (the "Signing Party") represents that the Signing Party is authorized to sign the Merchant Application (the "Application") and enter into the Merchant Services Agreement (the "Agreement"). The Signing Party also represents and warrants that the Application and all information and documentation submitted in connection with the Agreement is true, complete and correct. All requested information must be provided for the Application to be processed. If the information provided on the Application or elsewhere cannot be verified, then the Application may be denied. Merchant and its owner have authorized, and shall continue to authorize Bank, Moneris, their third party providers and their representatives and affiliates to obtain and verify any financial and credit information regarding Merchant and its owner, and to share such information amongst Bank, Moneris, their third party providers and their affiliates and their representatives.

Notice: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Agreement. This means that when you enter into an Agreement we will ask for name, address, date of birth and other information that will allow us to identify you or the entity on whose behalf you are signing.

MERCHANT HAS READ AND UNDERSTANDS ALL OF THE TERMS OF THE AGREEMENT SET FORTH ON THE MONERIS AGREEMENT WEBSITE (<https://www.monerisusa.com/terms-and-conditions>) AND ACCEPTS AND AGREES WITH ALL SUCH TERMS. IF BANK AND/OR MONERIS AGREE TO PROVIDE SERVICES TO MERCHANT, SUBMISSION OF ANY TRANSACTIONS OR ITEMS TO BANK, MONERIS OR ITS THIRD PARTY PROVIDERS CONSTITUTES CONSENT TO THE AGREEMENT TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS RELATED TO ANY OTHER SERVICES MERCHANT HAS ELECTED TO RECEIVE.

SIGNATURE FOR MERCHANT:

By: X Sign Here
(Authorized Signature)

Telephone: ()

Fax: ()

NAME (Please Print)

Title

Date 03/10/2014

FOR OFFICE USE ONLY (Merchant - Do Not Sign Below)

BMO Harris Bank N.A. Moneris is a registered agent of BMO Harris Bank N.A. ("Bank") Accepted this day of , (the "Effective Date")

By: Authorized Representative

Telephone: ()

Fax: ()

**MERCHANT SERVICES AGREEMENT—TERMS AND CONDITIONS
FACILITATED BY MONERIS SOLUTIONS, INC.**

This Merchant Services Agreement (this "Agreement") is entered into between BMO Harris Bank N.A. ("Bank") and the undersigned Merchant ("Merchant") in consideration of mutual promises. Bank and Merchant are independent parties contracting for services and neither is an agent, partner or joint venture of the other. The services of Bank (other than funds settlement and transfer) are provided through Moneris Solutions, Inc. ("Processor"), a Delaware corporation, an affiliate of Bank, and a member service provider to Bank.

Introduction

Merchant is engaged in the business of providing goods and/or services to customers at location(s) owned or leased and operated by Merchant. Merchant desires to accept those credit and/or debit cards ("Cards") indicated on the Schedule of Rates and Fees bearing the name and logo of the Visa®, MasterCard® or Discover® credit card associations or the issuer of any other Card of any association or network (collectively, the "Card Associations") that Bank authorizes Merchant to accept for processing under this Agreement as a means of payment for those goods and/or services sold by Merchant. Bank is engaged in the business of providing, for a fee, electronic debit and credit card authorization, processing, data capture, clearing and settlement services.

For purposes of this Agreement, the terms "transaction" is meant to include any Card, debit, ACH, EFT or other electronic transaction as applicable in the context of this Agreement. Merchant agrees to honor all valid Cards it elects to accept pursuant to this Agreement, without discrimination, and to submit at the close of each business day all sales and credits for Card transactions, and all necessary information for all other types of transactions, as applicable ("Items") exclusively to Bank, Moneris or their applicable vendor(s), which applicable party or parties shall acquire or process with full recourse to Merchant, according to the terms of this Agreement. Bank and Merchant agree:

For purposes of this Agreement (including without limitation, the Schedule of Rates and Fees), "Debit Card" means (i) a Discover, Visa or MasterCard card that accesses a consumer's asset account within 14 days after purchase, including, but not limited to, stored value, prepaid, payroll, EBT, gift, and Visa consumer check cards, and (ii) all cards issued by a non-U.S. bank. "Other Cards" means (i) all Discover, Visa or MasterCard cards (other than Debit Cards), including but not limited to business and consumer credit cards, and business debit cards and (ii) all cards issued by a non-U.S. bank. "All Cards" means Debit Cards and Other Cards.

1. Operating Manual

Merchant will receive and agrees to read and review an Operating Manual and any other Attachments received from Bank. These Attachments and the Operating Manual (as amended from time to time) form a part of this Agreement and are incorporated herein by reference as set forth in full. Bank and Merchant agree to the terms and conditions in the then-current Operating Manual. For example, the Operating Manual contains a description of Items subject to chargeback, certain promises and responsibilities of Merchant and other terms and conditions related to the processing of Card transactions, such as terms and conditions related to Merchant examining all Cards, obtaining authorization (for example, by "swiping" each Card) and authorization numbers for all Card transactions, and handling special situations (such as cardholder identification, sales without Cards, recovery of Cards upon request, returns and credits and recurring transactions). Submission of Card transactions to Bank for processing constitutes Merchant's agreement to the terms and conditions of this Agreement and the Operating Manual and Attachments. Transactions for any non-face-to-face transaction (e.g., Internet, mail, telephone and pre-authorized orders) are subject to special requirements, including those specified in the Operating Manual. Merchant may not impose minimum or maximum amounts for Card transactions or impose surcharges for any Card transaction, which are not imposed generally to its customers for non-Card transactions.

2. Processing, Settlement and Other Services

Unless agreed by Bank in writing, Card transactions will be processed and settled through Card Association networks via electronic authorization and data capture methods. Additional Merchant locations require Bank approval, must be owned or leased and operated by Merchant under Merchant's same name and must conduct the same business. Unless otherwise agreed in advance by Bank, Merchant will balance and settle each terminal every business day. Transactions at one Merchant location may not be processed through a terminal at another Merchant location. Merchant agrees not to process transactions of other entities, persons or merchants. Merchant must be equipped with properly installed and programmed terminals or other equipment capable of transmitting, receiving and communicating Card transaction data to Bank. If Merchant provides any software or equipment or utilizes third party system vendors, Merchant is solely responsible for all aspects of compatibility, installation, operation, security and systems integrations that will comply with the Operating Regulations and Bank's processing requirements. If required, Merchant has directly entered into a separate agreement with any Card Association(s) which allows Merchant to accept and process Card transactions. For all Card transactions (including Debit cards, travel vouchers or lodging reservation service), the terms and conditions of all rules and regulations of Card Associations (the "Operating Regulations") and the Operating Manual apply. Merchant agrees to all of the terms and conditions contained in the then-current Operating Regulations and the then-current Operating Manual including, without limitation prohibited transactions as described in the Card Acceptance section of the Operating Manual. Merchant obtains no rights in amounts settled between Bank and Card Associations unless and until Bank transfers amounts to Merchant.

3. Advertising and Promotion

Unless waived by a Card Association or Bank, Merchant agrees to adequately display the most current Card emblems, decals and other materials to inform the public that Card(s) that Merchant elects to accept pursuant to this Agreement will be honored as required by the

Operating Regulations. Merchant shall only indicate that Cards are accepted and shall not indicate that any Card Association endorses Merchant's merchandise or services. While this Agreement is in effect, Merchant shall make no other use of the emblems or marks of any Card Association or Bank without Bank's prior written consent. Any use of these emblems or marks shall be in compliance with the requirements of the Operating Regulations and the specifications of the Card Associations and/or Bank. Merchant shall immediately discontinue use of all such marks, emblems or names upon direction of Bank or any Card Association and upon termination of this Agreement. If Merchant has requested signage for the purpose of indicating their acceptance of Debit Cards, Merchant must display such signage for a minimum of three months.

4. Accounts

Settlement Account. Merchant agrees to designate and maintain an account (the "Settlement Account"), which accepts automated clearing house ("ACH") transfers (which does not have to be a separate account, but may be a general or commingled account) with a balance of available funds sufficient to accommodate Merchant's obligations under this Agreement, either with Bank, or at an institution acceptable to Bank. If there are not sufficient available funds in the Settlement Account to cover Merchant's obligations hereunder, Bank may make deductions from payments due Merchant from Card transactions without notice. Merchant agrees to promptly pay Bank on demand for all amounts owed under this Agreement.

Reserve Account. At any time and for any reason (including, without limitation, notice of termination or actual termination of this Agreement, unauthorized transactions, cessation of business, insolvency, excessive Chargebacks, suspected or actual fraud, or competing claims regarding funds generated via Merchant's processing activities), Bank may require Merchant to establish a reserve account, increase the funding amount of an existing reserve account, or provide other security to pay Chargeback amounts and other amounts due or anticipated to become due here under to Bank (the "Reserve Account"). Bank shall notify Merchant either orally or in writing of the establishment or increased funding of the Reserve Account, except in the event of notice of termination or actual termination of this Agreement, unauthorized transactions, cessation of business, suspected or actual breach or default, or cessation of processing under this Agreement. If notice is required, Bank may notify Merchant either before or after the establishment or increased funding of the Reserve Account, but not later than three (3) business days after the establishment or increased funding of the Reserve Account. Merchant agrees to deposit and maintain in such non-interest bearing accounts, at Bank's sole discretion, either (a) with Bank (which Bank may commingle with other funds) or (b) at a financial institution designated by Bank, such additional funds or other security as Bank may require. Bank shall specify in its notice, in Bank's sole discretion, the amounts to be funded and the timing for establishment or increased funding of such Reserve Account; provided, Bank may require that such Reserve Account be funded (whether initially or due to increased funding requirements) immediately (including, without limitation, in instances of unauthorized transactions, suspected or actual fraud or termination for cause). Bank may without notice also fund the Reserve Account (whether initially or due to increased funding requirements) with deductions from payments due Merchant from Card transactions or by a charge against the Settlement Account or any other available account of Merchant, including without limitation, amounts in accounts at affiliated institutions. Bank will hold or be entitled to hold the funds in the Reserve Account until such time as Bank is satisfied that Merchant has no further obligations to Bank under this Agreement. Merchant's failure to fund the Reserve Account (whether initially or due to increased funding requirements) may result in immediate termination of this Agreement.

5. Provisions Applicable to All Accounts

This Agreement and Merchant authorize Bank to initiate and make deposits and withdrawals from the Settlement Account, the Reserve Account and any account to which Bank has access which may be transmitted electronically or accessed through ACH, or to delay or place holds on any amounts in such accounts in order to protect any of Bank's rights and to obtain payment of any amount due Bank under this Agreement, including, without limitation, fees, charges and discount rates, without any further notice or demand. Merchant agrees that any depository bank shall comply with instructions originated by Bank directing dispositions of the funds in those accounts without any further consent required by Merchant unless required by applicable law. If required, Merchant authorizes Bank to enter into any agreement with any depository institution for this purpose, including on behalf of Merchant, to effect the security interest granted to Bank below. Merchant agrees to enter into any such agreement. Merchant will confirm to any institution holding any account of Merchant the existence of this authorization and direct it to comply with Bank's directions. Merchant will not change any such confirmation or direction without Bank's prior written consent. Any such confirmation, direction or authorization will remain in effect for at least 180 days after termination of this Agreement or, in Bank's discretion, longer to process trailing activity. Bank may, without notice, delay or stop making payments to Merchant, set-off, retain or otherwise hold (or direct Merchant's financial institution to place a hold) on any funds to protect itself against losses, Chargebacks, any amounts due or to become due under this Agreement or, based on Merchant's financial condition or, in the event Merchant submits transactions which are not authorized, do not conform to this Agreement, the Operating Manual, the Operating Regulations or applicable law, including transactions subject to verification by any Card Association or cardholder. Merchant agrees that Bank shall not be liable for any losses, either direct or indirect, due to holding of funds, suspension of processing, termination of this Agreement or any dishonor of any item by a financial institution or Merchant's depository bank as a result of these actions. Merchant agrees to promptly notify Bank of any discrepancy within thirty (30) days of receipt of any statement regarding Merchant's accounts, or such statements will be deemed to have been accepted as accurate by Merchant. Any account is subject to review, verification, acceptance and audit by Bank. Bank may return items to Merchant for correction.

Merchant grants Bank a lien and security interest in the Settlement Account, the Reserve Account, all Items (including future items), any rights to receive credits or payments under this Agreement and all deposits and other property of Merchant that Bank or its affiliates possess or maintain (including all proceeds of the foregoing), and Merchant shall execute, deliver and pay the fees for any documents Bank requests to create, perfect, maintain and enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Bank to execute any financing statements or other documents necessary related to this security interest. Bank shall also be the beneficiary of any insurance, surety bond or similar indemnity or guaranty (whether voluntary or required by law) of Merchant or for the benefit of Merchant's customers, and Merchant hereby assigns to Bank the rights to make claims or receive the benefits thereof with respect to Card transactions hereunder. Merchant represents and warrants that no other person or entity has a security interest in the property described herein and that this security interest is a first lien security interest and secures Merchant's obligations to Bank under this Agreement. Bank shall have all rights of a secured party and Merchant must obtain the prior written consent of Bank before granting any subsequent security interest in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law.

6. Chargebacks

Bank shall have the right, at any time and without notice, to charge back to Merchant, and deduct, divert, withdraw or set-off from payments due Merchant from Card transactions or from the Settlement Account, the Reserve Account, any other account or amounts due Merchant the full amount of any Item designated by Bank or a Card Association or Card issuing bank or which fails to meet the requirements of this Agreement, the Operating Manual, the Operating Regulations or applicable law ("Chargeback"). Merchant agrees to be liable for and pay Bank for all Chargebacks. Merchant agrees to pay (a) the amount of any Chargeback, including any fine or fee associated therewith, and (b) the costs and expenses of Bank (including, without limitation, administrative charges, investigations, retrieval and legal fees and costs) related to any Item subject to (i) legal process (including reproduction of records), (ii) a bankruptcy or insolvency proceeding or (iii) Chargeback. If Bank or any Card Association determines or suspects any Item to be questionable; such Item is subject to Chargeback. Bank shall retain any discount or fee related to a Chargeback transaction. Disputes relating to Chargebacks shall be governed by the Operating Regulations, including Merchant's obligation to provide required documentation. If any of the Card Associations assess a fine in connection with Merchant's activities, including without limitation, due to Chargebacks or credits/returns that exceed the industry standards or constitute excessive Chargebacks under the Operating Manual or Operating Regulations, Merchant shall be obligated to pay such fine, plus any other applicable charges. In addition, Merchants agrees to pay any fines or other amounts imposed by Card Associations for its activities, including without limitation, Chargebacks.

Merchant agrees to obtain authorization for all Card transactions. Any Card transaction not properly authorized is made with full recourse to Merchant. Merchant acknowledges and agrees that authorization for a Card transaction (i) indicates only the availability of credit at the time of the authorization, (ii) does not warrant that the person presenting the Card is the rightful cardholder, (iii) is not an unconditional guaranty of payment to Merchant and (iv) does not guaranty that any Card transaction will not be subject to Chargeback. Merchant shall not submit a transaction which is an attempt to collect a Chargeback or which represents the financing of an existing obligation to Merchant, including a dishonored check.

7. Merchant Indemnity

In addition to any other indemnities in this Agreement (including, without limitation, the Operating Manual) or in the Operating Regulations, Merchant agrees to indemnify, defend and hold Bank and Bank's parent companies, subsidiaries and affiliates, including without limitation, Moneris Solutions, Inc. (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out-of-pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) an Item that does not conform to the requirements of this Agreement, the Operating Manual, the Operating Regulations or applicable laws; (b) any Card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Agreement (including the Operating Manual and Attachments) or in any agreement (whether oral or written) with any cardholder, any agreement with any Card Association, or in any other agreement with Bank (including, without limitation, Merchant's application to Bank made in connection with this Agreement), any breach or threatened breach by Merchant of the Operating Regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any Card transaction or Item, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Agreement, a Card transaction or any Special Programs; (f) damages, including, without limitation, those for death or injury caused by the good or

service purchased with the Card; or (g) for all web based, Internet or electronic commerce transactions, including Merchant's insecure transmission of Card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

8. Merchant Representations, Warranties and Covenants

Merchant warrants that it has not been terminated by any other Card processor or bank with respect to the processing of Card transactions. Merchant warrants that no Card transaction shall be for the purpose of obtaining or providing cash or a cash advance to Merchant or to Merchant's employees, owners or customers. Merchant shall not engage in accepting mail orders or telephone orders or engage in Internet or electronic commerce transactions for processing of Card transactions pursuant to this Agreement without Bank's prior written approval. Merchant warrants that all Card transactions have been originated by Merchant in a bona fide transaction in which Merchant has sold or leased goods or services directly to customers who have presented their Card for use in payment thereof. As a condition to transmitting any Item to Bank, Merchant hereby continuously warrants, covenants and represents compliance with all of the representations, warranties and covenants contained in this Agreement, the Operating Manual, the Operating Regulations, and applicable law, rules and regulations. Bank may charge back any Item at any time where a breach of any representation, warranty or covenant exists with respect to such Item. Merchant shall not submit any Item which is not a bona fide, direct sale transaction between the Merchant and the cardholder in the Merchant's ordinary course of business (Merchant shall not submit any Card transactions arising from or with an agent or representative of Merchant unless approved in advance in writing by Bank), or which is (i) a transaction between a cardholder and an entity or source other than Merchant, (ii) a fraudulent transaction or (iii) a duplicate transaction. Merchant shall not submit a credit item for which there is no corresponding sales item. A credit item shall not exceed the amount of the corresponding sales item. Merchant has and shall retain all required licenses and qualifications to sell its products and services and perform its obligations under this Agreement and shall comply with applicable law. Merchant is responsible for the actions of its employees and agents (whether or not acting within the scope of their duties). Merchant shall provide business and financial information upon Bank's request. Merchant shall notify Bank thirty (30) days in advance of any material change in name, location, ownership, nature of business (including, without limitation, monthly or annual processing volume), products and/or services offered, marketing of Merchant's products or services, adverse changes (e.g., going out of business, bankruptcy) or any change in information furnished on any application or other information submitted to Bank. Merchant agrees to abide by Bank's or Bank's service provider's terms and conditions with respect to Special Programs. Merchant warrants that the Tax Filing Name ("TFN") and Taxpayer Identification Number ("TIN") furnished on the Merchant's application to Bank are true and correct. Merchant acknowledges and agrees that if either the TFN or TIN is incorrect, Bank may withhold income tax from the settlement amounts due Merchant and assess a fee.

9. General Provisions

(a) **Notices.** Except as otherwise provided herein, notices shall be given in writing, addressed to the party to receive the notice at its address listed on the signature page of this Agreement, or to such other place as either party shall hereafter designate, by personal delivery, first class mail (postage prepaid) or by overnight courier or facsimile. Notices shall be deemed given when either mailed, delivered or receipt confirmed respectively.

(b) **Amendment.** Except as otherwise provided in this Agreement, this Agreement, the Operating Manual and other Attachments may be amended by Bank at any time by giving written notice to Merchant effective on the date stated in the notice. The Operating Regulations may be amended by the Card Associations at any time. Submission of any Items to Bank on or after the effective date of any amendment to this Agreement, the Operating Manual, the other Attachments, or the Operating Regulations constitutes acceptance of any such amendment.

(c) **Effective Date.** This Agreement shall not be effective as to the obligations of Bank hereunder until accepted in writing by Bank by dating and signing this Agreement.

(d) **TERM AND TERMINATION.** (i) **Term.** The term of this Agreement, including any equipment rental, shall be for three (3) years from the Effective Date and shall remain in full force and effect until termination. This Agreement shall be automatically renewed thereafter for successive three (3) year periods unless Merchant gives written notice of termination at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the then existing term.

(2) **FEES FOR DISCONTINUING PROCESSING.** In the event Merchant (i) discontinues or ceases processing of Card Transactions prior to the end of the term hereof, or (ii) gives notice of discontinuance of processing (including an invalid or ineffective termination notice), or (iii) violates Section 15 of this Agreement, Merchant shall pay Bank upon demand the Early Termination Fee described in the Schedule of Rates and Fees attached to and made part of this Agreement. Merchant agrees to pay this Early Termination Fee and agrees that such Early Termination Fee constitutes liquidated damages and is not a penalty.

(3) **Termination by Merchant.** Merchant has no right to terminate this Agreement except as provided in this subsection. If Bank fails to perform Bank's obligations hereunder, and Merchant intends to terminate this Agreement, then Merchant must give written notice to Bank stating such intent, identifying the nonperformance, and giving Bank the opportunity to remedy such nonperformance for a period of sixty (60) days following the date notice is given. Upon expiration of such sixty (60) day cure period, if the performance has not been remedied, Merchant may terminate the Agreement upon providing written notice to Bank.

(4) **Termination by Bank.** Bank may terminate this Agreement for any reason without prior notice at any time which termination may be effective immediately. At Bank's discretion, termination of the relationship of Bank with Merchant's ISO/MSP as defined below may terminate this Agreement.

Bank may suspend the processing of Card transactions or close terminals of Merchant without prior notice if so directed by any of Card Associations, for breaches, defaults or suspected breaches or defaults of this Agreement, for other reasonable cause and in the event of termination of this Agreement. Merchant's rights to make Card transactions and any other rights in this Agreement shall cease upon termination, and Merchant shall return any of Bank's property, equipment or forms. All obligations of Merchant under this Agreement for transactions prior to termination (including, without limitation, document retention, retrieval and responsibility for all Chargebacks) and Merchant's obligations of Indemnity and Confidentiality under Sections 7 and 12 shall be binding on Merchant and shall survive termination. Merchant expressly acknowledges that Bank is required to report the business name of Merchant and the names and identification of its principals to the Terminated Merchant File (the "MATCH System") maintained by MasterCard when Bank determines that Merchant has been terminated for one or more of the reasons specified in Visa, MasterCard or Discover Operating Regulations. Merchant also acknowledges that, if Bank determines that Merchant has failed to fulfill its obligations arising from this Agreement, Bank may submit a derogatory report on Merchant and its principals to a consumer and/or business credit reporting agency. Bank shall not be liable to Merchant for any damages (including prospective sales or profits) due to termination of this Agreement or reporting to the MATCH System or a credit reporting agency by Bank. It is the express agreement of Bank and Merchant that the acquisition of Items hereunder is a financial accommodation and, in the event Merchant becomes a debtor in any bankruptcy or similar proceeding, then (i) such event shall be deemed a default for purposes of this agreement and section 365(B)(1) of the United States Bankruptcy Code or any applicable successor statutory provision thereto, and (ii) it is the intent of the parties that, unless otherwise agreed by Bank, this Agreement should not be assumed or enforced by any other person and Bank should be excused from performance hereunder.

If Bank sponsors Merchant into any Card program or Card Association, such sponsorship shall extend only so long as this Agreement is in effect.

(5) **Equipment Fee.** Upon discontinuance of processing by Merchant or termination of this Agreement, Bank may impose, collect and receive from Merchant the value of any equipment rented from or through Bank, which is not returned to Bank within ten (10) days of the discontinuance of processing or the termination of this Agreement. Bank may withhold any such amount from settlement amounts due Merchant pending return of the equipment. Merchant agrees to pay this fee.

(e) **Assignment.** This Agreement shall be binding upon Merchant and Bank and their respective heirs, successors and assigns. This Agreement shall not be assigned by Merchant without Bank's express prior written consent and any purported assignment without such consent shall be void. Bank may assign this Agreement to any affiliate or successor that is conducting a merchant acquiring business upon the giving of notice to Merchant.

(f) **Entire Agreement.** This Agreement (including the Operating Manual and any Attachments), the Operating Regulations and Merchant's application to Bank, set forth the entire understanding of Bank and Merchant with respect to the subject matter hereof and supersede any prior oral or written communications. This Agreement may not be modified or waived except as provided in Section 9(b) above or otherwise by a writing signed by Merchant and Bank.

(g) **Validity.** If any provision of this Agreement is void or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

(h) **Waiver.** No failure or delay by Bank in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by Bank must be in writing and signed by Bank.

(i) **Governing Law.** This Agreement is a contract made under, governed by and construed in accordance with Illinois law.

(j) **Financial Statements/Audits.** Without limiting the generality of Section 13 (i) of the Operating Manual, Merchant shall provide financial statements and other information concerning Merchant (including its affiliates), Merchant's business and Merchant's compliance with the terms and provisions of this Agreement as Bank may reasonably request. Merchant authorizes Bank to obtain from third parties financial and credit information relating to Merchant in connection with this Agreement and Bank's continuing evaluation of Merchant. Upon request, Merchant shall provide Bank or its representatives reasonable access to Merchant's facilities and records for the purpose of performing any inspection and/or copying of Merchant's books and/or records deemed appropriate by Bank.

(k) **Survival/Remedies Cumulative.** All of Bank's rights and remedies under this Agreement shall be cumulative to any other rights and remedies afforded to Bank by law or equity, and Bank's rights and remedies may be exercised concurrently, independently, or successively under the Agreement. Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 18, 21 and 22 along with corresponding provisions of the Operating Manual shall survive the termination or expiration of this Agreement.

(l) **Facsimile and Electronic Transmissions.** Bank and Merchant agree that facsimile transmissions are acceptable for purposes of this Agreement and that facsimile signatures shall be deemed to be originals and have the full force and effect thereof. The Federal E-Sign Act (HR-1714) on Final Digital Signature provides that electronic signatures on documents hold equivalent legal status as traditional handwritten signatures. Bank and Merchant agree that electronic signatures and transmissions may be utilized and shall be deemed to be originals.

(m) **ISO/MSP.** Merchant understands and agrees that other than Moneris Solutions, Inc., any independent sales organization or member service provider (each, an "ISO/MSP"), which solicits or provides services to Merchant, is an independent contractor and is not an agent of Bank. Any ISO/MSP must comply with the Operating Regulations. Merchant must notify the Processor of its use of any agent that will have access to cardholder data. No ISO/MSP has any authority to (i) make representations on behalf of Bank; (ii) bind Bank or (iii) execute this Agreement or alter its terms. Bank is not responsible or liable for the acts or omissions of the ISO/MSP.

10. Fees and Rates; Settlement

For the services provided by Bank, Merchant agrees to offer for purchase all Items that comply with this Agreement and to pay to Bank the nonrefundable fees, charges and discounts specified on the Schedule of Rates and Fees and any applicable Exhibit or Attachment, including amendments, or to which Bank otherwise agrees in writing. Electronic or other submission of Items constitutes an endorsement to Bank. Merchant authorizes Bank to supply any endorsement on Merchant's behalf. Merchant agrees to reimburse Bank for the amount of any credit items, any items subject to Chargeback and for any and all applicable fees, penalties, assessments, charges or fines specified in this Agreement, in the Operating Manual, the Operating Regulations or imposed by any Card Association (including, without limitation, those for foreign transactions or excess Chargeback fees), plus an administrative charge. Bank shall have the right to pass through to Merchant any increases in fees or costs due to changes in the Operating Regulations, charged by any Card Association or in anticipation of any Card Association charge or liability. Bank reserves the right to increase rates and fees if there is any material variance from the information provided by Merchant in Merchant's application or other information (such as projected volume or average ticket size) upon which rates were initially determined. Rates and fees are based on qualified transactions ("Qualifications"). Rates and fees are subject to increase if such Qualifications are not met. If any fee, including the discount rate or interchange rates, charged by Card Associations is based on Qualifications, and Merchant fails to meet the requirements for reduced fees, Merchant agrees that the fee may be adjusted to the proper amount and Merchant agrees to pay the increased amount, including any additional or applicable surcharge of Bank. Bank may back bill Merchant for these amounts plus Bank's bill back fee. Fees are subject to change pursuant to Section 9(b) hereof. Bank may adjust rates and fees to offset increased costs to Bank to provide services hereunder. Merchant agrees to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. Equipment rentals include applicable taxes. Merchant agrees to reimburse Bank for all interchange or discount costs and expenses related to the enforcement of this Agreement, including, without limitation, investigation costs, reasonable attorneys' fees and costs, settlements, arbitration awards, Card Association fees or fines and court costs. Clearing and settlement services and availability of funds are subject to the procedures of Bank and any respective financial institution of Bank or Merchant. Bank does not guarantee the timeliness of settlement including by Merchant's depository institution. Bank is not responsible for third party processors, networks, systems, Card Associations, settlement switches, telecommunications or other forces beyond its reasonable control. Subject to Bank's obligation to make payment in accordance with the terms of this Agreement, Merchant assigns to Bank all right, title and interest in and to the Items purchased and acquired by Bank with the right to endorse Items. Bank may refuse to accept and purchase Items or revoke its prior acceptance for Items which do not comply with the terms of this Agreement, the Operating Manual, the other Attachments, the Operating Regulations, or applicable law or if a Cardholder disputes liability. Bank shall deposit Items that fully comply with this Agreement no later than two banking business days after Merchant submits such Items to Bank. All funds advanced by Bank to Merchant for the purchase of Items are provisionally credited subject to Bank's right of payment here under and contingent claims for Chargebacks, adjustments, and final settlement. Bank has the right to receive payment on all Items acquired until Chargeback, in which case, Merchant shall have the right to collect the charged back Item from its customer, provided that Bank has been paid in full. Merchant will not attempt to collect any Items. If Merchant receives any payment, Merchant will hold it in trust for, and promptly deliver it, to Bank. Bank will process all Items and upon acceptance and purchase, credit the Settlement Account for (i) the aggregate face amount of Items acquired less (ii) the aggregate face amount of credit items, Chargebacks, refunds, disputes, billing errors, adjustments, fines, processing fees and other amounts due Bank. At the times designated by Bank, Bank may deduct as a credit to the Settlement Account or as a deduction from any amounts owed Merchant, any amounts owed to Bank by Merchant for processing fees, Chargebacks and Card Association interchange fees and assessments for all Items acquired during the applicable preceding period(s). Where Bank charges a fee on a per item (whether sales or credit) basis, the fee will be based on the applicable fee multiplied by the number of transactions. Where Bank charges a fee based on a discount rate, the face amount of Card transactions is multiplied by the discount rate to determine the applicable fee. Fees shall become due and accrue at the time the Item is submitted to Bank by Merchant. Bank may delay or divert payment as provided in Section 5 of this Agreement.

11. Association Regulations

Merchant agrees to be bound by the requirements and terms of the Operating Manual and Operating Regulations of all applicable Card Associations, as amended from time to time. As required by the Operating Regulations, Bank is authorized to inform any Card Association or other relevant party of the name of the Merchant and its principals if this Agreement is terminated by Bank. Merchant understands that the Card Associations publish a list of names (including principals) of merchants terminated for cause. Merchant understands that being placed on this list could affect the ability to obtain credit card processing in the future. Merchant agrees to indemnify Bank and its affiliates (pursuant to the provisions hereof) and any Card Association from any and all claims, which Merchant or any other person may have as

a result of Merchant or its principals being placed on any such list. Merchant warrants that neither it nor its principals have been placed on any such list previously. Merchant agrees to retain and retrieve records as required by the Operating Manual and Operating Regulations and to allow Bank to examine them. If Bank sponsors Merchant into any debit or other Card program, such sponsorship shall extend only as long as the term of this Agreement.

12. Confidentiality

(a) Merchant agrees to keep confidential (and store in a secured area with limited access) and shall not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to Merchant, or any account information (including account numbers) related to Cards or cardholders for any purpose other than performing Merchant's obligations under this Agreement. Merchant shall not retain or store magnetic stripe data after a Card transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder, Merchant may not reproduce such signature except upon specific request of Bank. Merchant shall comply with all Operating Regulations related to the foregoing, including, without limitation, the Cardholder Information Security Program ("CISP"), the Site Data Protection Service ("SDP"), the Discover Information Security and Compliance Program ("DISC"), the Payment Card Industry Data Security Standard ("PCI DSS"), the Payment Application Data Security Standard ("PA DSS"), and the PCI Pin Entry Device Requirement ("PCI PED").

In addition, Merchant shall not disclose to any third party and shall retain in strictest confidence all information and data belonging to or relating to the business of Bank (including without limitation, the terms of this Agreement), and shall safeguard such information and data by using the same degree of care that Merchant uses to protect its own confidential information.

(b) Merchant shall not use Bank's name or marks without Bank's prior written consent and, if consented to, Merchant shall obtain no right, title, or interest in Bank's names or marks.

(c) Merchant authorizes Bank to obtain from and share all financial, credit, sales, experience and other information about Merchant with its affiliates and with others as otherwise allowed by applicable law. Merchant authorizes Bank to contact or communicate with Merchant's customers with respect to Card transactions.

(d) In the event Bank provides (either directly or indirectly), software, systems or other proprietary information (collectively "Software") to Merchant, in addition to any terms and conditions specified to Merchant for the use thereof (to which Merchant agrees by using such Software), Merchant agrees (i) to keep such Software strictly confidential and secure as Merchant would its own proprietary information and require any employees or agents with access to the Software to agree to abide by the provisions of this subsection (and Merchant agrees to be responsible for any breaches hereof by them), (ii) not to use or disclose such Software except for purposes allowed by this Agreement or by the terms and conditions of such Software, (iii) that Merchant acquires no proprietary interest in the Software, (iv) the terms and conditions of this Agreement apply to the Software, (v) to indemnify, defend, and hold Bank and its parent companies, subsidiaries, and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives, and agents of all of the foregoing) and hold each of them harmless from and against any and all demands, claims, loss, liability, damages, costs and expenses (including attorney fees and costs) whatsoever related to, in connection with or arising from, either directly or indirectly, the Software or the use or results thereof, (vi) not to infringe, copy, reverse engineer, disassemble or try to determine the source code with respect to the Software, and (vii) to cease to use the Software upon termination of this Agreement and to return or destroy it as directed by Bank.

13. Bank Liability

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY BANK (OR THE RESULTS THEREOF), WHICH IS AUTHORIZED BY THIS AGREEMENT. BANK MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND, WITHOUT LIMITING THE FOREGOING, BANK DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING, WITHOUT LIMITATION, CARD ASSOCIATIONS AND PROCESSORS. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF BANK OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. IN NO EVENT SHALL BANK BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SIMILAR DAMAGES EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR BANK'S WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF FEES, WHICH BANK HAS CHARGED, ON THE ITEM OR FOR THE SERVICE, SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH CLAIM OR ACTION. BANK SHALL HAVE NO LIABILITY FOR ANY TAXES ARISING UNDER THIS AGREEMENT (WHICH LIABILITY WILL BE THAT OF MERCHANT), OTHER THAN TAXES BASED ON BANK'S INCOME.

14. System Terms

Merchant agrees to use terminals and related software systems or equipment acceptable to Bank. Merchant may, but is not obligated to, obtain equipment from Bank. If Merchant does, Merchant agrees to pay the fees specified in the Schedule of Fees for such equipment and accept the terms stated in the Operating Manual with respect to the equipment. Merchant authorizes Bank to make payment for any equipment utilized by Merchant to Bank, any other seller or lessor through ACH deduction from the Settlement Account. Upon cessation of processing prior to the end of the term of this Agreement, Merchant agrees to pay all uncollected or remaining rental equipment fees. If rented equipment is not returned within ten (10) days of cessation of processing or upon termination of this Agreement, Merchant agrees to pay Bank the value of the equipment not returned.

15. Exclusivity

During the term of this Agreement, Merchant shall not engage or use any other Visa, MasterCard or other Card Association Card processor or servicer in the United States except Bank, and Bank shall be the sole provider of the types of services provided hereunder for all locations of Merchant.

16. Waiver of Jury Trial/Jurisdiction

Bank and Merchant hereby waive any right to a trial by jury in any action concerning any rights under this Agreement. Bank and Merchant hereby agree that any action or dispute arising from, or related to, this Agreement shall only be litigated in an appropriate federal or state court located in Chicago, Illinois.

17. Force Majeure

The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

18. Waiver of Personal Service and Acceptance of Service by Mail

The Merchant hereby waives personal service of any and all process and agrees and consents that all such service of process may be made by certified mail, return receipt requested directed to the undersigned officer or owner of Merchant, as the case may be, or to Merchant's registered agent and agrees that service of process so made shall be complete upon mailing by Bank or Bank's attorney.

19. Special Programs

From time to time, Bank may offer directly or from other service providers, other services or programs to Merchant (collectively, "Special Programs"). If Merchant elects and Bank approves Merchant to receive any Special Program(s), Merchant agrees to the terms, conditions and fees specified by Bank and any provider of those services with respect to all such Special Program(s). In order to receive some Special Programs, Merchant may need to enter into a separate agreement with the provider of services. All terms and conditions of this Agreement apply with respect to all "Special Programs." Merchant agrees to pay fees for all Special Programs as specified in the Schedule of Rates and Fees (attached hereto and incorporated in this Agreement) or as provided to Merchant by Bank or by any third party service provider as the rates and fees for those programs. Merchant holds Bank and its affiliates harmless from any and all claims related to the Special Programs. Some special programs include:

(1) **Gift Card.** With Bank's approval, Merchant may utilize Bank's "Gift Card" Program. All Gift Card transactions using Bank's Gift Card Program must be processed on point-of-sale equipment certified as acceptable for loading, redeeming, and performing balance inquiries on the Gift Card Program's Gift Cards. Integration of the Gift Card Program to any proprietary or VAR software is the responsibility of the Merchant. Collection of all amounts loaded onto Gift Cards at the point-of-sale shall be the responsibility of the Merchant at the time the Gift Card is sold to the consumer. All Gift Cards loaded and sold to consumers remain valid as long as a balance is maintained on the Gift Card. All unredeemed amounts through the sale of Gift Cards are the property of the Merchant. The Merchant shall be responsible for adhering to applicable law, including state escheat laws, before claiming unredeemed Gift Card amounts.

(2) **Electronic Check.** With Bank's approval, all electronic check transactions using Bank's eCheck Program must be processed on point-of-sale equipment certified as acceptable for entry and collection of consumer paper draft data for conversion to ACH file format. Conversion capability is limited to consumer paper draft items as defined by National Automated Clearinghouse Association ("NACHA") Operating Rules. Bank assumes no liability for checks accepted by Merchant for check conversion that are not defined as acceptable by the NACHA Operating Rules. Items accepted at the point-of-sale converted to electronic transactions must be deposited within seventy-two (72) hours of acceptance. Merchant agrees that the eCheck Program is strictly a conversion program and offers no verification, guaranty, or warranty that funds are available in the account on which any item converted to an electronic transaction is drawn. Bank shall have no liability in the event funds are not available for any reason.

(3) **Returned Item Program.** With Bank's prior approval, Merchant may utilize Bank's returned item re-presentment program, provided Merchant complies with NACHA rules (including, but not limited to, posting a sign at point of sale and obtaining signed customer authorizations) and applicable law.

(4) **Vault Service.** Merchant may elect to utilize Bank's Vault Service in connection with this Agreement. The "Vault Service" is an account data management service that allows Merchants utilizing eSELECTplus to register their customers' signature debit/credit card/pinless debit and bank account information (collectively, the "Vault Information") onto the eSELECTplus database. Merchant can use the Vault Information to bill their customer on a recurring or on demand basis.

If the Merchant elects to utilize the Vault Service, Merchant agrees as follows: Merchant will pay all fees associated with the Vault Service. Merchant is solely responsible for the content and accuracy of all Vault Information. Bank takes no responsibility for the content and accuracy of any Vault Information, or for any information stored on Merchant's systems. Merchant is responsible for, and Bank has no liability for, maintaining the privacy and security of all payment and other information stored on Merchant's systems. Bank will use commercially reasonable efforts to make the Vault Service available, but cannot guarantee the availability of the Vault

Service at any particular time. Without limiting the foregoing, Bank is entitled at any time, and without prior notice, to interrupt Merchant's access to the Vault Service for any reason, including, without limitation, for security considerations or to do maintenance work.

(5) **ABU Service.** If Merchant elects and Bank provides VISA Account Updater and MasterCard Automatic Billing Updater services ("ABU Service"), Merchant agrees to be bound by and follow the ABU Service Terms and Conditions.

20. Electronic Commerce

Processing of Card Transactions through web sites, over the Internet or by similar electronic means of commerce requires disclosure by Merchant and explicit written approval of Bank. Merchant shall be solely responsible for security and maintaining confidentiality of Card Transactions processed by means of electronic commerce. Merchant shall be required by the Card Associations to have Merchant's web site contain certain information as specified in the Operating Manual. Merchant shall be solely responsible for utilizing any and all fraud prevention options offered by any third party or web software vendor selected by Merchant and Merchant agrees to activate all fraud prevention options. Bank shall not be responsible for security or fraud in electronic commerce transactions or for any third party providing electronic commerce services to Merchant. Merchant shall disclose all third parties that have access to cardholder data. Chargebacks or losses from fraudulent activity related to electronic commerce (including, without limitation, web site hacking) are the complete, full and sole responsibility of Merchant. Merchant agrees to these requirements. Merchant agrees to indemnify, defend and hold Bank and its parent companies, subsidiaries and affiliates (including, without limitation, the officers, directors, employees, attorneys, shareholders, representatives, and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out-of-pocket costs and expenses), expenses, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including, but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly, electronic commerce activities of Merchant or losses and Chargebacks resulting therefrom.

21. Interfaces

If Merchant incorporates an interface between software solutions for data transfer or any other means, it shall be the Merchant's sole and exclusive responsibility to create, maintain, and support such interface and Merchant shall defend, indemnify, and hold Bank harmless from and against any and all demands, claims, losses, liabilities, damages, costs and expense of every kind and nature, including, but not limited to, claims of infringement, attorneys fees, court costs, and litigation expenses, arising from, in connection with, or by virtue of, either directly or indirectly, the use of any such interface. Any such interface must be fully compatible with the processing systems and networks established and used by Bank. Merchant agrees that Bank is not liable for damages of any type or kind caused, by virtue of, or in connection with, either directly or indirectly, the use, malfunction, or failure of any interface utilized by Merchant to operate or function in whole or in part and that Bank has no responsibility to service, maintain or repair any interface utilized by Merchant. In the event that Bank elects in its sole and exclusive discretion to implement any interface selected by Merchant (it being understood that Bank has no such obligation to do so), if the implementation process requires consulting assistance from Bank, the Merchant shall be billed at Bank's then-current rates which shall be calculated from the time the consultation assistance began. Further, any consultation assistance provided by Bank shall not negate in any way the non-liability on the part of Bank with respect to the utilization by Merchant of any interface.

22. Bank's Processor/Member Service Provider

Bank and Merchant agree that Moneris Solutions, Inc., Bank's processor/member service provider, is a third party beneficiary of Bank's rights, benefits, indemnities and protections hereunder and may enforce this Agreement directly against Merchant in its own name or on behalf of Bank. All references herein to Bank shall equally be applicable to Moneris Solutions, Inc. as Bank's processor/member service provider.

23. Future Delivery

Merchant agrees that it shall not submit Items to Bank in connection with the sales of goods or services for future delivery to customers or custom-made goods, without the prior, express written consent of Bank. If Merchant is so approved for future delivery, Merchant agrees to maintain operations, finances and capital sufficient to provide for the delivery of such goods and services at the agreed upon future date, without reliance upon any proceeds resulting from Items previously submitted for processing under this Agreement.

24. Risk Monitoring

Bank may monitor Merchant's Card transactions for risk management purposes. If, compared to information contained in the application, such as annual volume (measured on an annual, pro rata monthly or other basis), average ticket size, number of transactions, actual activity differs, or Bank notices other unusual or suspicious activity (including, without limitation, unauthorized transactions, excessive Chargebacks, suspected or actual fraud, and/or breach or default), Bank is authorized to take protective actions including closing terminals, blocking transactions, holding funds (including, without limitation, charging additional discount rates and/or fees as a reserve or additional reserve), and investigating these matters. Merchant agrees to hold Bank and its affiliates harmless from and against any and all claims related to risk monitoring.

25. Attachments

The following Attachments are expressly made a part of this Agreement as if fully set:

- Schedule of Rates and Fees
- Operating Manual

Merchant acknowledges receipt of all additional Attachments pertaining to services and/or conditions of service specific to Merchant, including, without limitation, the Card Not Present Addendum and/or any debit sponsorship agreement and/or debit processing application. Any unilateral alteration or modification to the preprinted form of this Agreement (except as to Bank as provided herein) has no effect and, at Bank's discretion, may render this Agreement invalid.



Amendment No. 1 to Merchant Services Agreement

This Amendment No. 1 to the Merchant Services Agreement (this "*Amendment*") is between BMO Harris Bank N.A. ("*Member Bank*"), Moneris Solutions, Inc. ("*Moneris*") and together with Member Bank, "*Bank*") and Village of Downers Grove ("*Merchant*"). In the event of any conflict or inconsistency between the Merchant Services Agreement and this Amendment, the terms of this Amendment shall prevail.

Member Bank, Moneris and Merchant are parties to that Merchant Services Agreement of even date herewith (the "MSA"). No provision of the MSA shall be deemed to be amended, waived or otherwise modified except as expressly stated herein. Member Bank, Moneris and Merchant desire to amend the MSA as follows.

AGREEMENTS

1. Section 9(d)(1) of the MSA is amended by deleting it in its entirety and replacing it with the following:

"The term of this Agreement, including any equipment rental, shall be for two (2) years commencing on the acceptance of this Agreement by Bank and the issuance of a merchant identification number to Merchant and shall remain in full force and effect until termination. Subject to Merchant's purchasing policy, this Agreement may be renewed thereafter for successive two (2) year periods by agreement of the parties."

2. Section 9(f) of the MSA is amended by deleting it in its entirety and replacing it with the following:

"This Agreement (including the Operating Manual and any Attachments), the Operating Regulations, Merchant's application to Bank, Moneris' Response to the Request for Proposal and the Village's Request for Proposal, set forth the entire understanding, including the order of precedence, of Bank and Merchant with respect to the subject matter hereof and supersede any prior oral or written communications. This Agreement may not be amended, modified or waived except as provided in Section 9(b) above or otherwise by a writing signed by Merchant and Bank."

3. Section 9(h) of the MSA is amended by deleting it in its entirety and replacing it with the following:

"No failure or delay by either party in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by either party must be in writing and signed by both parties."

4. Section 12(a) of the MSA is amended by deleting the last sentence of the paragraph and replacing it with the following:

In addition, Merchant shall not disclose to any third party and shall retain in strictest confidence all information and data belonging to or relating to the business of Bank, and shall safeguard such information and data by using the same degree of care that Merchant

uses to protect its own confidential information, unless otherwise required by law to be disclosed.

5. Section 15 of the MSA is deleted in its entirety.
6. Section 16 of the MSA is amended by deleting it in its entirety and replacing it with the following:

"16. Jurisdiction. Bank and Merchant hereby agree that any action or dispute arising from, or related to, this Agreement shall only be litigated in an appropriate state court in DuPage County, Illinois or federal court in Chicago, Illinois."

7. Section 18 of the MSA is deleted in its entirety.
8. Section 25 is of the MSA amended by adding the following as Attachments:

Attachments The following Attachments are expressly made a part of this Agreement as if fully set:

- Schedule of Rates and Fees
 - Operating Manual
 - Responses to the Request for Proposal and Village's Request for Proposal
9. Except as described herein, the terms of the MSA shall remain unchanged. This Amendment will be of no force and effect until signed by Bank.

[Signature pages follow]

Merchant: Village of Downers Grove

By: _____
Name: _____
Title: _____
Date: _____

Accepted at Schaumburg, Illinois this _____ day of _____, 2014.

BMO Harris Bank N.A.

By _____
Its: Authorized Representative

Moneris Solutions, Inc.

By _____
Its: Authorized Representative

Village of Downers Grove

responses along with the Merchant Application and merchant Services Agreement

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Moneris Solutions, Inc.
Company Name

Date: 2-10-14

150 N. Martingale Rd, Ste 900
Street Address of Company

jennifer.larocco@moneris.com
Email Address

Schaumburg, IL 60173
City, State, Zip

Jennifer Larocco
Contact Name (Print)

847.240.6600
Business Phone

847.533.3076
13-Hour Telephone

847.240.6583
Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

Christine Lee, President N.A.
Print Name & Title Strategie partners

ATTEST: If a Corporation

[Signature]
Signature of Corporation Secretary



VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Moneris Solutions, Inc.
ADDRESS: 150 N. Martingale Road, Suite 900
CITY: Schaumburg
STATE: IL
ZIP: 60173
PHONE: 847.240.6600 FAX: 847.240.6583
TAX ID #(TIN): 36.4402639

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Chris Ager* DATE: 9.10.14

K

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Merchant Services, Proposer Moneris Solutions Inc hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *[Signature]*
Proposer's Authorized Agent

36-4402639

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 10th day of February, 2014.

[Signature]
Notary Public

K

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Moneris Solutions, Inc., and the full names of its Officers are as follows:

President: Angela Brown

Secretary: Fern Glowinsky

Treasurer: Samir Zabareh

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Will provide when contract is awarded

Agent _____

Street Address _____

K

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

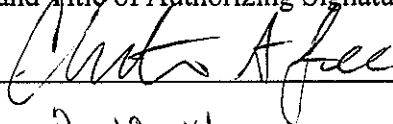
City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Moneris Solutions, Inc

Print Name and Title of Authorizing Signature: Christine Lee, President N.A.
Strategic Partners

Signature: 

Date: 3.10.14

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

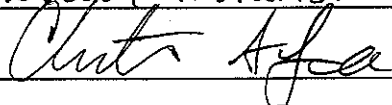
Company Name: Moneris Solutions, Inc.

Address: 150 N. Martingale Road Suite 900

City: Schaumburg Zip Code: 60173

Telephone: (847) 240.6600 Fax Number: (847) 240.6583

E-mail Address: jennifer.larocco@moneris.com

Authorized Company Signature: 

(Print) Name: Christine Lee Title of Official: President N.A. Strategic Partners

Date: 2.10.14

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

Christine Lee
Signature

Christine Lee
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

4