

ORIGINAL

AGREEMENT FOR SERVICES #4265

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and HdL Software LLC, a California company, duly qualified to conduct business in the State of California, whose principal place of business is 120 State College Blvd #200, Brea, CA 92821 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide business license, transient occupancy tax, and cannabis tax software; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel, equipment, and services necessary to provide software and website services for the Treasurer-Tax Collector. Specific services to be performed by HdL are described in Exhibits A, B, and C. Includes scope, schedule, support, and system requirements.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire in three years. The process for termination can be found in Article XI.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant per Exhibit B.

Total compensation under this agreement shall not exceed \$99,619 for the three-year term.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of

documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Treasurer-Tax Collector
360 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various scope of work tasks, subject to County Contract Administrator's prior written approval. In no event shall the total "not-to-exceed" amount of the Agreement be exceeded without a formal amendment to the Agreement pursuant to Article IV.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE VI

Ownership of Materials:

- A. **Software License.** If access to any HdL software systems is provided to County as part of this Agreement, HdL hereby provides a license to the County to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the County. The County shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by County of said software, rights of the County to sell said software, or rights to use said software for the benefits of others. This license is not transferable. County shall not create any derivative work or product based on or derived from the Software or documentation, or modifies the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the County's computers and network and all digital copies deleted or otherwise destroyed.
- B. **Agency Data.** HdL acknowledges that the data provided by the County ("Agency Data") during the course of this Agreement is the property of the County. County authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the County in a format acceptable to both the County and HdL.
- C. **Proprietary Information of Consultant.** As used in this Section, the term "proprietary information" means any information that relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. County shall hold in confidence and shall not disclose to any other party any of Consultant's proprietary information in connection with this Agreement, or otherwise learned or obtained by County in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services

to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub-Consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Treasurer-Tax Collector
360 Fair Lane
Placerville, CA 95667
ATTN: Tax Collector

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fair Lane Court
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

HdL Software, LLC
120 State College Blvd #200
Brea, CA 92821
ATTN: George Bonnin, Sales & Marketing Manager

or to such other location as the Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, sub-Consultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to

indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or,

2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XX

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIII

Licenses: Consultant hereby represents and warrants that Consultant and any of its sub-Consultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its sub-Consultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its sub-Consultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Karen Coleman, Treasurer-Tax Collector or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Virginia Hibert, Accounting Division Manager
Treasurer-Tax Collector

Dated: 9/27/19

Requesting Department Head Concurrence:

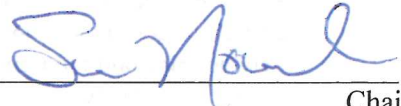
By: 
Karen Coleman, Treasurer-Tax Collector
Treasurer-Tax Collector

Dated: 9/27/19

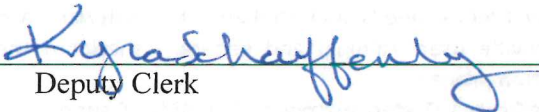
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9-17-19

By: 
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 9-17-19
Deputy Clerk

-- CONSULTANT --

HdL Software, LLC
California Company

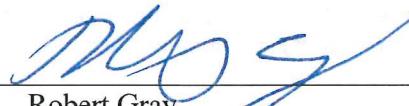
By:  Dated: 9-26-19
Robert Gray
President, HdL Software LLC
"Consultant"

EXHIBIT A - SCOPE OF SERVICE

1. Prime Software System

- 1.1. **County Management Support** - HdL will assist the County in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, implement new processes, or adopt new strategies for improving communication with the business community and other County departments.
- 1.2. **Data Conversion** - HdL will convert the County's existing data. If County is migrating from HdL "Classic" Business License, County will provide a current backup of the existing Microsoft Access or Microsoft SQL Server HdL database. If County is converting from another vendor's software, the County agrees to provide its current data in ASCII delimited file format, SQL Server backup, or another format agreed upon between HdL and the County; along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The County understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.
- 1.3. **Implementation**
 - 1.3.1. **HdL's responsibilities**
 - 1.3.1.1. **Project manager** - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the County's designated project manager to define the software implementation schedule, identify County needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the County through the software implementation process.
 - 1.3.1.2. **IT support** - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the County's computing environment, and will provide any needed technical support.
 - 1.3.1.3. **Training** - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of one (1) training session. The size and participants of each training session will be determined by the HdL PM and the County's designated project manager.
 - 1.3.1.4. **User manual** - HdL will provide access to a digital copy of the software user manual. The County may use the manual as needed for internal use by County staff. The user manual contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The user manual may not in any circumstances be distributed to any 3rd party or any individual that is not a current County staff member responsible for using or maintaining the software.
 - 1.3.2. **County's responsibilities**
 - 1.3.2.1. **Project manager** - The County will designate a staff member to serve as the County's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the County PM is to ensure that all County responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The County PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.
 - 1.3.2.2. **IT support** - The County will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the County's computing environment and be authorized to manage the SQL Server database and

install and configure software on the network server and workstations. The primary responsibility of the County's IT designee is to provide data to HdL for conversion (if required), install the SQL Server database, and install the software in the County's computing environment.

- 1.3.3. **Schedule** – The default timeline for complete implementation (including “Go Live”) of the software is approximately 60 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the County to establish a specific implementation schedule.
- 1.4. **Payment Gateway** - For online payment functionality HdL's solutions include built in payment gateway services supporting both credit card and eCheck transactions. If a different payment gateway is required, there will be a development cost of up to \$5,000 to establish the custom payment gateway integration. Development costs may not result in overall three-year contract compensation to exceed \$99,619 total.
- 1.5. **Maintenance and Support**
 - 1.5.1. **Customer Support** - HdL will provide customer support by telephone, email and the web during the term of this Agreement. In the United States, no charge support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call the HdL offices at (909) 861-4335 and ask for software support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.
 - 1.5.2. **Support Policy Regarding Reports** - HdL will assist with modifications to reports as needed during the term of this agreement. Typical report modifications require 7 to 10 business days to complete. Very complex reports or reports required in a very short time frame may incur development costs, in which case an estimate will be provided for approval before the work is begun.
 - 1.5.3. **Software Upgrades** - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, County is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services. Development costs may not result in overall three-year contract compensation to exceed \$99,619 total.
 - 1.5.4. **Outside Connections to HdL Database** - HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation. Only “read only” connections will be established to the HdL database. No modifications will be made to the HdL database, including database/table design and data content. Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis. The County shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.
- 1.6. **System Requirements** – These system requirements are only applicable if the HdL system will be deployed directly on the County's equipment. If the County opts to utilize HdL's hosting services, see the hosting services section for system requirements.
 - 1.6.1. **On site deployment** – The software and database will be installed on the County's network on hardware supplied by the County. Any specifications provided below indicate minimum requirements. It is the County's responsibility to ensure that any hardware used to host the software/database or run the client application meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the County's email system.
 - 1.6.1.1. **Application Server Specifications** - The application server will host the HdL Prime web service, which serves as the HdL Prime business layer. The HdL Prime web service uses the Microsoft Windows Server with IIS platform. The following versions are supported: MS

Windows Server 2008 or later, with IIS v7.0 or later. The application server should have at least 200 megabytes of space available.

- 1.6.1.2. **Database Server Specifications** - The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported. HdL Software systems use the Microsoft SQL Server database platform. The following versions are supported: MS SQL Server 2008 R2 or later (SQL Express variants also supported). Any server operating system supported by the selected version of SQL Server is supported as a database server; provided it meets the hardware specifications indicated by both the operating system and the version of SQL Server. The database server should have at least 50 gigabytes of space available to allow for the initial database and growth.
- 1.6.1.3. **Workstation Specifications** - The software will be run on the client workstation. HdL Prime is deployed to the workstation via a click once installer. The Crystal Reports and .NET 4.x runtimes will also need to be installed on the workstation. The following hardware recommendations are based on user feedback regarding performance levels: Intel Core i3 or equivalent CPU, 4+GB Memory, 1280x1024 screen resolution, MS Windows 7/8/10 operating system.
- 1.6.1.4. **Network Specifications** - The software communicates via web services, and is designed to operate efficiently over the network. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
- 1.6.1.5. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

2. **Hosting Services** – HdL's hosting services offload the majority of IT concerns to HdL's hosting team; including system upgrades, hardware and software maintenance, database management, and disaster recovery. The County will be responsible for maintaining its workstations and a reliable internet connection. HdL will handle the rest. Website functionality will be hosted using a County specific sub-domain on HdL's special purpose hdlgov.com domain.

2.1. System Requirements

- 2.1.1. **Workstation Specifications** – Workstations will access the software through a remote application session with HdL's hosting service. All workstations require 4+GB Memory, 1280x1024 screen resolution, and MS Windows 7/8/10 operating system.
- 2.1.2. **Network Specifications** – HdL's hosted service requires reliable, high speed internet connectivity. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
- 2.1.3. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

EXHIBIT B - COMPENSATION

1. Prime Software System

One Time Project Costs

Item	Price	Comments
Prime Business License - Software License Fee	\$30,000.00	4 Named Users
Prime Web Module	Included	Prime Web Module supports ACI payment gateway at no charge.
Transient Occupancy Tax/STR/Cannabis Tracking Module	5,000.00	Includes Implementation of fees/rates, 1 basic renewal form and 1 letter.
Implementation	9,500.00	Project management, installation, configuration, report design, training, etc.
Data Conversion	7,500.00	Up to 30 Hrs. of data conversion work. Above 30 hours on a time and material basis.
Travel Expenses	Not to Exceed \$2,000.00	Travel expenses are at cost.
Training Costs – 1 day	Included	Included Additional days available at \$2000/day
TOTAL	\$54,000.00	Total one-time costs

Recurring Costs

Item	Price	Comments
Annual Software Use Fee – Year 1	\$10,900.00	Due at Prime core system "Go Live". Renewed annually + CPI
Annual Software Use Fee – Year 2	\$11,990.00	Estimate using CPI @ 10.0%. Actual CPI will be used at time of invoicing
Annual Software Use Fee – Year 3	\$13,189.00	Estimate using CPI @ 10.0%. Actual CPI will be used at time of invoicing
HdL Hosting Services	\$265.00/Month	Billed Quarterly. 4 remote user licenses. Additional Users @\$15.00 each/month

- 1.1. **Software License Fee** - The license fee includes the use of the software by the specified number of users, software user manual in digital format, and all standard forms and reports. Additional Prime named user licenses are available for \$1,500 license fee plus \$400 annual software use fee.
- 1.2. **Annual Software Use Fee** - The software use fee is billed annually and provides for ongoing customer support and updates to the software. The software use fee shall be adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each CPI adjustment will not be less than two percent (2%) or greater than ten percent (10%).
- 1.3. **Implementation** - The implementation fee covers all efforts involved for installation and configuration of the software. This includes one session of pre-installation and process evaluation, one session of "go

live” training, installation support, design and programming of standard forms and reports, and configuration of the software.

- 1.4. **Data Conversion** – Data will be converted from the County provided source files. Includes one (1) conversion when migrating from an HdL system, and two (2) conversions when migrating from another vendor’s system. Additional conversions of the same source data can be performed, upon request, at a cost of \$2,500 per conversion. The source files must be provided in the same format for all conversions, otherwise custom programming costs will apply in order to accommodate the varying data formats. Data conversion includes up to 30 hours of developer time. Any work above 30 hours will be charged at the current developer hourly rate.
 - 1.5. **Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.
 - 1.6. **Parcel Data** – County will not be purchasing parcel data from HdL and will not be using HdL services to develop an import utility for parcel data. Therefore there shall be no additional charges related to Parcel Data under the terms of this agreement.
 - 1.7. **Customizing Services** - The software is a table-driven system and has been developed to meet almost all of the needs of a County. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the County.
 - 1.8. **Payment Schedule** – Compensation for the contract amount shall be as follows:
 - 1.8.1. One-time project costs and the first year Software Use Fee. 60% shall be due and payable within 30 days of the effective date of the Agreement. 30% within 60 days of the effective date of the Agreement. 10% within 30 days of full system delivery or first production use of the system, whichever comes first.
 - 1.8.2. Travel Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.
 - 1.8.3. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of the effective date of the Agreement and shall be due and payable within 30 days of the invoice date. The software use fee billing cycle can be prorated as needed should the County desire an alternative billing cycle.
2. **Hosting Services** - hosting services are billed quarterly in advance. Includes software and data hosting and disaster recovery services. Hosting fee may be revised with three (3) months advance notice to account for changes in market costs related to hosting, such as internet bandwidth, power, and related equipment or service costs. The base fee provides for 3 named user connections to the system.

Service	Compensation
Monthly Hosting (includes 4 named user connections)	\$265.00/month
Additional Named User Connections	\$15/month/user

General and Technical

Requirement Analysis for Tax Collector

County of El Dorado

Please input the corresponding letter of the available response codes for each requirement. Where indicated by all response codes other than "Y", the Vendor should insert text statements into the corresponding requirement column. Unanswered requirements or requirements with multiple response codes will be scored as "N" (Not Available).

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R	This requirement is met by the proposed system's reporting tools or by fully integrated third party report writers.		
N	This requirement cannot be met by the system or is not applicable. Comments optional.		
#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.1	Provide a comprehensive governmental licensing system.	Y	
G&T-1.2	Provide integration to and from all system modules.	Y	the HdL system is a fully integrated, self-contained licensing system.
G&T-1.3	Provide a system that meets PCI requirements for transactions involving PII or Credit Card.	Y	
G&T-1.4	Ability to recover individual records and/or to a specified point-in-time.	Y	disaster recovery would be at database level, not individual accounts.
G&T-1.5	Ability for the system to be used simultaneously by multiple users.	Y	
G&T-1.6	Normalized data structure that prevent the need to enter the same data in multiple places within the application and ability to maintain data integrity for all updates, deletes, or adds. Existence of codes tables and other data validations measures to ensure integrity of the data and support data entry standards.	Y	
G&T-1.7	Ability to import and export data from (or to) standard file formats including but not limited to: HTML; XML; JSON; PDFs that are text based and searchable; CSV; MS Excel; MS Access.	I	supports exports to Microsoft document formats, PDF, and text. Does not support export to XML, JSON. Data import only supported with custom interface dependent on requirements.

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.8	Ability to import and export data from within the application, including the ability to define import/export file layouts for use by yours and other systems (internal and external to Tax Collector Department).	Y	same comment as G&T-1.7
G&T-1.9	Ability to support access to integrated information for internally hosted or externally hosted applications.	Y	
G&T-1.10	Ability to post data in a real-time fashion.	Y	
G&T-1.11	Ability to provide a library of standard reports (i.e., "canned" reports).	Y	
G&T-1.12	Ability to provide an ad hoc reporting environment that is OLE-DB and SQL native compliant using SQL Server Reporting Services (SSRS)	R	system currently utilizes Crystal Reports reporting engine. SSRS support may be added in a future release.
G&T-1.13	Ability to provide a list and location of canned reports so users with appropriate security permissions can use them as a basis for needed modification within software.	Y	
G&T-1.14	Ability for administrative staff to modify or add reports and schedule distribution as needed.	Y	
G&T-1.15	Ability to access data files at the same time without collision or file/record/field locking problems.	Y	
G&T-1.16	Ability to support foreign zip codes.	Y	
G&T-1.17	Ability to provide a centralized data dictionary, that fully describes table structure and appropriate levels of metadata.	N	HdL does not provide a comprehensive data dictionary. However, HdL will provide guidance as needed to County staff to understand and query the database as needed.
G&T-1.18	Ability to allow sub-second screen response time for all applications.	Y	
G&T-1.19	Ability to generate all standard reports in less than five minutes. Identify any Reports that will require more than this amount of time in the Comments field with a description of the reason so much time is required for each individual report.	Y	
System Administration			
G&T-1.56	Provide a data dictionary for Tax Collector application administrator report creation.	N	Provide development support for reports, but do not provide a data dictionary
G&T-1.57	Provide a menu that is configurable by the Tax Collector application administrator.	Y	
G&T-1.58	Ability to lock-down record deletion capability to only the application administrator.	Y	
G&T-1.59	Ad hoc query capabilities and the ability to store queries to retrieve records from database by non-technical personnel, including ability to select records based on the value(s) specified, control ordering of such records via a browse window and ability to export results to PDF, Excel, etc.	Y	

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.60	Ability for application administrator or end-user to activate/deactivate/forward/cancel forwarding of automatic workflow notifications for any event (e.g., alerts, changes).	N	
G&T-1.61	Ability for the application administrator to create user-defined fields that can be placed on various screen within the application.	Y	
G&T-1.62	Provide form creation tools or integration to Office that allow the Tax Collector application administrator to create or copy existing user defined forms for modification.	Y	
	Querying and Reporting	Y	
G&T-1.63	Ability to provide all reporting and query capabilities within an integrated report builder.	Y	
G&T-1.64	Ability to integrate with third-party reporting services	Y	
G&T-1.65	Ad hoc query capabilities that allow users to search and report on matching values for any field or combinations of fields utilizing characters to separate values within a field or search for range of fields, or return all values for a given field. (i.e. wildcard - *, for distinct values, or : to separate ranges of data or any other equivalent).	Y	
G&T-1.66	Provide the report date on all printed reports including any date range used in parameter-driven report criteria.	Y	
G&T-1.67	Provide a performance dashboard consisting of Key Performance Indicators or web parts, with ability to setup data desired for KPIs or web parts based on business area. Users should have the ability to save links to favorite reports and queries.	Y	
G&T-1.68	Ability to establish role-based customized dashboards and assign to specific users. Also, ability for individual users to customize their dashboards (user dashboard preferences should be stored in the database).	Y	
G&T-1.69	Ability to determine frequency in which information on the Performance Dashboard is updated (minutes) and ability for user to force a refresh of information in any given KPI or dashboard web part at will.	Y	
G&T-1.70	Ability to configure the refresh rate of the Performance Dashboard.	Y	
G&T-1.71	Ability to allow a user to manually refresh the Performance Dashboard.	Y	
G&T-1.72	Provide an integrated report writer.	Y	
G&T-1.73	Provide an integrated report writer that has a consistent look and feel across all system modules.	Y	
G&T-1.74	Provide an integrated report writer that supports building calculations based on data values selected (i.e., percentages of existing values).	Y	

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.75	Provide an integrated report writer that allows the creation of reports comprised of any discrete data field throughout the system with appropriate security.	Y	
G&T-1.76	Ability to allow generated reports to be saved in an integrated content manager.	Y	
G&T-1.77	Ability to allow generated reports to be viewed on screen prior to printing.	Y	
G&T-1.78	Ability to allow reports to be generated that are searchable.	Y	
G&T-1.79	Ability to schedule reports to run in the future.	Y	
G&T-1.80	Ability to schedule reports to be run on a recurring basis.	N	All reports are generated in real time.
G&T-1.81	Ability to configure automatic distribution paths for generated reports (i.e., automatically send a report to a particular user or printer).	N	
G&T-1.82	Ability to display an indicator when a report is being run, or in process, so that a user does not run the report again.	Y	
G&T-1.83	Ability to configure the page breaks for any printed report.	Y	
G&T-1.84	Ability to allow reports to be generated that have "drill-down" capabilities.	Y	
G&T-1.85	Ability to support the creation of reports using SQL Reporting Services.	Y	
G&T-1.86	Provide a standard search with configurable default fields (e.g., address, case number).	Y	
G&T-1.87	Provide enhanced search capabilities utilizing multiple fields in the query.	Y	
G&T-1.88	Ability to track time for tasks/project.	Y	
	Applications Usability		
G&T-1.90	Provide drop down boxes and "pick lists" for data selection and to allow easy insert, delete, and edit capability to existing or new lookups by certain Tax Collector staff.	Y	
G&T-1.91	Provide configurable quick keys (i.e., function keys).	Y	
G&T-1.92	Ability to comply with accessibility standards pronounced in the Americans with Disabilities Act (ADA).	Y	
G&T-1.93	Provide functional online help documentation for system end users.	Y	
G&T-1.94	Provide technical online help documentation for system administrators.	Y	

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.195	Ability to generate Mail Merge exports accessible using Microsoft Word or Excel.	Y	
G&T-1.196	Provide meaningful error messages that appear in a consistent format across all system modules.	Y	
G&T-1.197	Provide error messages that are integrated with online help functionality.	Y	
G&T-1.198	Ability to create error logs with detail associated with the error.	Y	
G&T-1.199	Ability to allow users to send error reports to System Administrator.	Y	
G&T-1.100	Provide administrator configurable error messages.	N	
G&T-1.101	Provide user-defined fields with appropriate security permissions.	Y	
G&T-1.102	Ability to allow the Tax Collector to determine which fields are required.	Y	
G&T-1.103	Provide an administrative messaging system (e.g., a message to alert users of system maintenance activity).	Y	
G&T-1.104	Provide customizable screens based on roles and permissions.	Y	
G&T-1.105	Provide customizable screens including moving rows and columns, locking fields, and freeze columns based on roles and security permissions.	Y	
G&T-1.106	Provide contextual help with the ability to turn this feature off at the user level (i.e., field descriptions that are displayed based on the location of the mouse or cursor).	Y	
G&T-1.107	Provide customizable help.	Y	
G&T-1.108	Provide data validation on entry.	Y	
G&T-1.109	Ability to attach files to records in the system.	Y	
G&T-1.110	Ability to accommodate County-defined requirements for file type of uploads	Y	
G&T-1.111	Ability to add a new value to a drop down table without having to navigate from the screen with appropriate security permissions.	Y	
G&T-1.112	Ability to accommodate County-defined limitations on the size of file attachments.	Y	
G&T-1.113	Provide drill down capability for applicable screens.	Y	
G&T-1.114	Provide ability to view attachments associated with records on the screen with appropriate security permissions.	Y	
G&T-1.115	Ability to restrict drill down capability based on security permissions.	Y	

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.116	Ability to allow a user screen to have an option for the number of records that will be displayed (i.e., 25, 50, 100 search results with the option to choose how many).	Y	
G&T-1.117	Provide the user with standard field editing capabilities including but not limited to: navigation forward and backward to complete data entry and the ability to correct spelling mistakes without having to retype the entire word again.	Y	
G&T-1.118	Ability for authorized users to edit system data that was automatically populated (e.g., data the system returns as a result of user address query to master land record).	Y	
G&T-1.119	Ability to spell check on any field with the ability to turn this feature on and off.	N	
G&T-1.120	Ability to accommodate word-wrap in a data field without having to hit "return."	Y	
G&T-1.121	Provide customizable screens.	Y	
G&T-1.122	Ability to search by wild cards, based on security permission, along with the ability to select multiple distinct values or range of values for any field desired	Y	
G&T-1.123	Ability to allow the user to select search result items and drill down for further detail, with security permissions.	Y	
G&T-1.124	Ability to support pre-filled fields in appropriately pre-formatted screens eliminating redundant data entry.	Y	
G&T-1.125	Provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Y	
G&T-1.126	Ability for multiple windows to be open at the same time.	Y	
G&T-1.127	Ability to warn a user that they are about to execute a process and ask if they want to proceed (i.e., to warn before posting a batch of changes, etc.).	Y	
G&T-1.128	Ability to allow a user to configure which business process are prompted with a warning to proceed, with appropriate security permissions.	Y	
G&T-1.129	Ability to allow split screen views on dual monitors.	Y	
G&T-1.130	Ability to allow the configuration of processes using either the keyboard only, the mouse only, or a combination of the two, depending on a user's preference.	Y	
G&T-1.131	Provide the user with integrated application modules that offer a consistent user interface to minimize user training and administration of the system. Workflow	Y	
G&T-1.132	Role-based ability to authorize users to create, modify, delete and audit workflows.	Y	

General and Technical

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.137	Ability to initiate and track the approval process.	Y	
G&T-1.138	Ability to assign different levels of approval for the same user.	Y	
G&T-1.139	Ability to maintain separation of duties related to workflow approval processes.	Y	
G&T-1.140	Provide workflow functionality in all system modules.	Y	
G&T-1.141	Ability to set workflow rules by: User; Role; Jurisdiction; Department; Division; Thresholds; Percentage Argument; Numerical Argument, permit, license and process type.	N	
G&T-1.142	Ability for users or administrator to forward workflows based on workflow process whenever a user is unavailable (e.g. unavailable due to vacation time).	N	
G&T-1.143	Based on role-based security, the ability to delete a step in workflow process or all steps for given workflow and to re-release the item to workflow.	Y	
G&T-1.144	Ability to escalate workflow assignments based on a predefined period of no response or action.	N	
G&T-1.145	Provide escalation paths based on user-defined criteria (e.g., minimum period of no response).	N	
G&T-1.146	Provide workflow notifications via dashboard web-part, KPI, or email.	Y	
G&T-1.147	Ability to analyze and report on workflow performance to identify constraints and bottlenecks for management review and intervention (e.g., graphical workflow printout with flags).	Y	
G&T-1.148	Ability to allow all notifications to be configurable by the Tax Collector.	Y	

Business Licensing

Requirement Analysis for Tax Collector

County of El Dorado

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Response Code

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Requirement Vendor Response Code Vendor Comment

BLL.01 Ability to provide robust workflow engine that enables multiple workflows to manage and track license from application to approval

BLL.02 Ability to support self-service issuance of business licenses.

BLL.03 Ability to support customer self-service for look-up and update of their business license data.

BLL.04 Ability to provide automated, event-based processes, such as generating email notifications for annual renewals of business licenses.

BLL.05 Ability to support unlimited number and various types of licenses with varying expiration dates.

BLL.06 Ability to secondary licenses/certificates with same license # as required (e.g.TOT certificates)

BLL.07 Ability to upload information from other agencies (State/Local) regarding licensing information (e.g. Contractor's board-license active, expired, suspended)

BLL.08 Ability to provide multilingual online business express processing for licensing service.

Business Licensing

#	Requirement	Vendor Response Code	Vendor Comment
BL1.09	Ability to configure/customize license parameters, such as fee adjustment (not prorated) for short license terms, etc.	Y	
BL1.10	Ability to track underlying credentials of and training completed by licensees including capability to scan and store certificates.	Y	
BL1.11	Ability to interface with 3rd party testing software.	Y	
BL1.12	Ability to merge duplicate licensee records.	Y	
BL1.13	Ability to report on revenue by license type, by month.	Y	
BL1.14	Ability to provide 24/7 access to self-service capabilities enabling licensees to submit license renewals and update address information	Y	
BL1.15	Ability to create necessary charge codes for each possible kind of license that hold fixed dollar values, and GL accounts used when recording journal entries. Ability to tailor data collection, billing, and reporting through each of the following:	Y	
BL1.16	System parameters	Y	
BL1.17	Charge codes	Y	
BL1.18	Bill cycle codes	Y	
BL1.19	Description codes	Y	
BL1.20	NAICA codes	Y	
BL1.21	Business codes	Y	
BL1.22	Accounts Receivable codes	Y	
BL1.23	Audit trail to capture all changes	Y	
BL1.24	Ability to assign differing workflow approvals based upon license type with the ability to override, based upon security level.	Y	
BL1.25	Ability to attach scanned documents, image files, etc. to a business account or license that can be launched for viewing within the application.	Y	
BL1.26	Ability to have unlimited license types (e.g., State, Contractor, Occupational, Peddler) as defined by an authorized user.	Y	
BL1.27	Provide alerts to user when a license is about to expire.	Y	
BL1.28	Ability to create user-defined data at the account and/or license detail level.	Y	
	Processing		

Business Licensing

#	Requirement	Vendor Response Code	Vendor Comment
	Ability to track information for Professional Licenses, such as:		
BL1.29	Professional Name	Y	
BL1.30	Name of Business	Y	
BL1.31	Professional Address	Y	
BL1.32	Legal Service Address	Y	
BL1.33	Type of license	Y	
BL1.34	Date of Expiration	Y	
BL1.35	State/Locally issued	Y	
BL1.36	Certification	Y	
BL1.37	Ability to flag business owners for complaints, violations, payment outstanding, etc.	Y	
BL1.38	Ability to calculate charges as Incidental, Flat, or from a Rate Table, or any combination.	Y	
BL1.39	Ability to print single or batch applications for licenses or notices.	Y	
BL1.40	Ability to base actual or estimated license applications on specific information such as gross receipts or sales volume.	Y	
BL1.41	Ability to automatically assign late fees (charges) to any overdue bill, along with a late filing penalty, if applicable.	Y	
BL1.42	Ability to adjust paid or unpaid bills to accommodate business closures or incorrectly billed fees with appropriate user permissions, for example	Y	
BL1.43	Ability to identify and address unlicensed businesses.	Y	
	Ability to automated business license gross receipts processing including:		
BL1.44	Data import	Y	
BL1.45	Tax Calculation	Y	
BL1.46	Integrated Payment Processing	Y	
BL1.47	Creation of Accounts Receivable	Y	
BL1.48	General Ledger entries	Y	
BL1.49	Reporting Results	Y	

Business Licensing

#	Requirement	Vendor Response Code	Vendor Comment
BL1.50	Ability to handle business license renewals on a cycle defined by the Tax Collector	Y	
BL1.51	Ability to support the delivery of service applications or of licenses from multiple locations, including but not limited to remote service location, Kiosk, e-mail, website, and IVR.	Y	
BL1.52	Provide appropriate login security for information access.	Y	
BL1.53	Ability to link the professional login information to the permitting application online process.	Y	
BL1.54	Ability to flag a professional license based on user-defined criteria.	Y	
BL1.55	Ability to expire license types based on user defined criteria.	Y	
BL1.57	Ability to process pro rata refunds for closed businesses.	Y	
	Reporting & Querying	Y	
BL1.58	Provide a license history, with an audit screen, shows a record of activity during the account life cycle (i.e., creation date, bill dates, comments).	Y	
BL1.59	Ability to drill down to complaints and violations from account master.	Y	
BL1.60	Provide a view violations, and property records associated with a specific business (through integration with a permit/code enforcement system).	Y	
BL1.61	Provide a report of delinquent accounts.	Y	
BL1.62	Ability to send out via email and/or paper output renewal notices based on user defined criteria.	Y	
BL1.63	Integration with Microsoft Word mail-merge functionality for generation of renewal notices	Y	
BL1.64	Provide contextual help with the ability to turn this feature off at the user level (i.e., field descriptions that are displayed based on the location of the mouse or cursor).	Y	

Web Portal

Requirement Analysis for Tax Collector

County of El Dorado

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#	Requirement	Vendor Response Code	Vendor Comment
Web-1	The system shall have the ability for a customer to perform a number of actions online, including but not limited to the following:		
Web-1.1	Submit an online Request for Comment/ Assistance/Determination	Y	
Web-1.2	Submit an online application for services (e.g., apply for a business license)	Y	
Web-1.3	Submit required supporting documentation	Y	
Web-1.4	Check application or compliant status	Y	
Web-1.5	View/modify application details	Y	
Web-1.6	Manage user preferences	Y	
Web-1.7	Submit online payments (single & multiple)	Y	
Web-1.8	View payment history	N	
Web-1.9	View current fee(s), fines, liens due	Y	
Web-1.10	Request a refund	Y	

Web Portal

#	Requirement	Vendor Response Code	Vendor Comment
Web-1.11	Request a receipt	Y	receipts are automatically provided/sent for all online activities
Web-1.12	Print a business license or TOT Certificate copy	Y	
Web-1.13	Report a violation / complaint	Y	
Web-1.14	Obtain general information through informational pages and links	Y	
Web-1.15	Search and browse publicly accessible business license information and GIS information	C	public business license information is available. GIS information is not currently available.
Web-2			
Web-2.1	System allows applicants to electronically view all related activities of a license, TOT activity, complaint or other record type.	Y	
Web-2.2	System displays Holds, Conditions, and Notices that may exist on a business license, tot certificate	N	
Web-2.3	System provides residents and business owners to report, review and research application and licensing information, including history, from inception to conclusion.	N	
Web-2.4	System requires users to register before making portal information available to them.	Y	users are able to perform transactions as a "guest", without requiring portal registration.
Web-2.5	System web portal accepts and links all supporting electronic documents associated with the application.	Y	
Web-2.6	System calculates fees on the web portal so that applicants and others can estimate fees prior to the submission of an application.	Y	renewals/returns for existing accounts support this behavior. The application process does not support this to prevent rate shopping.
Web-2.7	System allows access to renew business licenses on the web portal.	Y	
Web-2.8	System web portal has a "shopping cart" feature allowing citizens to make a single payment to include all fees due. This feature allows multiple transactions to be paid with a single payment.	Y	
Web-2.9	System web portal does not allow for payment if appropriate documents are not completed and signed.	Y	
Web-2.10	System web portal allows users to access reference contacts of designated contact types when making applications for licenses and payment of fines, fees, and TOT.	Y	
Web-2.11	System web portal announcements can be posted to members of the public.	Y	
Web-2.12	System allows applicants to save, resume and make changes to the application before submission.	Y	

Web Portal

#	Requirement	Vendor Response Code	Vendor Comment
Web-2.13	Once the business license form has been submitted, the system calculates fees associated with information entered on the application, verifies a contractor or other required licensing/certifying agency is currently holding a current license, verifies the address is valid, accepts on-line payment, records payment in cash system, accepts electronic signature of customer, approve, deny or hold for staff review, and if approved, assigns permit number.	Y	The process supports all this functionality, but it is not a one-step online process.
Web-2.14	System provides on-line internet access to all public records, including permit, complaint, violation, recording, etc.	N	out of scope for a business licensing system.
Web-2.15	System web portal provides global search capabilities.	Y	
Web-2.16	System web portal allows users to search for a property and see all related records to that property (permits, plans, inspections, code cases, etc.) without having to go to individual search screens to access each of those records.	N	out of scope for a business licensing system.

Information Security

Requirement Analysis for Tax Collector

County of El Dorado

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R	This requirement is met by the proposed system's reporting tools or by fully integrated third party report writers.		
N	This requirement cannot be met by the system or is not applicable. Comments optional.		
#	Requirement	Vendor Response Code	Vendor Comment
	General		
SEC1.01	System has role-based security where users can be assigned multiple roles – modify, view, or to restrict access control.	Y	
SEC1.02	System provides adequate security functions to handle web-based transactions without compromising system integrity.	Y	
SEC1.03	System Administrator must be able to add, change, and remove user permissions for system access.	Y	
SEC1.04	Multiple sessions are supported on a single machine.	Y	
SEC1.05	Multiple sessions with a single login credential is supported.	Y	
SEC1.06	Audit trail contains a date/time stamp to the nearest second.	Y	
SEC1.07	Audit trail records are not modifiable.	Y	
SEC1.08	System provides access to audit trails for authorized users based upon the user's security profile.	Y	

Information Security

#	Requirement	Vendor Response Code	Vendor Comment
SEC1.09	Authorized users have the ability to print audit trail information.	Y	
SEC1.10	System administrators have the ability to grant specific users with certain administration rights such as granting access rights/permissions to other users.	Y	
SEC1.11	System allows access/security configuration settings by department (including giving access rights to specific permits, records and functions of the system.	Y	
SEC1.12	System tracks all transaction history associated with a business/ individual.	Y	
G&T-1.20	Ability to support IE 11 or Edge	Y	
	Operating System, Database and Network		
G&T-1.21	Provides a browser-based user interface running on IIS	Y	
G&T-1.24	Provide Administrative capabilities to change labels or add user defined fields to a screen from within the application.	Y	
G&T-1.25	Provide software that complies with guidelines published in Microsoft's User Interface Style Guide.	Y	
G&T-1.26	Provide TCP/IP connectivity to the database server, preferably Microsoft SQL Server or Oracle.	Y	
G&T-1.27	Ability to store role-based user permissions, data access, dashboard menu access, and personal dashboard preferences entirely in a relational database (e.g., SQL Server) and the latest Windows OS Active Directory Domain for single sign-on purposes.	Y	
G&T-1.28	Ability to work over a wide area network (WAN) at multiple City sites via fiber optic connections the City's central data center.	Y	
G&T-1.29	Ability to work with Outlook, for both internal and external City email traffic (365 compatible)	Y	
	Application Security		
G&T-1.31	Ability to utilize LDAP (Active Directory) for user validation.	Y	
G&T-1.32	Role-based data access that extends security permissions to export capabilities, report access, ad-hoc queries. Role-based data access that controls which roles can view PPI and PCI information.	Y	
G&T-1.33	Provide role-based security at the following levels: Jurisdiction, Department; Division; User ID; Screen; Menu; Report; Field; Transaction/Process Type.	Y	
G&T-1.34	Ability to allow the City to determine which fields are visible to users.	Y	
G&T-1.35	Provide role-based security.	Y	

Information Security

#	Requirement	Vendor Response Code	Vendor Comment
G&T-1.36	Provide role-based document-based security.	Y	
G&T-1.37	Ability to track audit trail changes throughout the system including: date and time of change; user making the change, information prior to change and what it was changed to; IP Address of machine that made the change.	Y	
G&T-1.38	Ability to update all security roles automatically when a change in the "master" role is made.	Y	
G&T-1.39	Provide role-based functional permissions to control what processes can be performed by users.	Y	
G&T-1.40	Provide role-based access to audit trails.	Y	
G&T-1.41	Ability to print audit trail information with appropriate role-based permissions.	Y	
G&T-1.42	Ability to allow system hardware to integrate security and file system permissions within an LDAP (Active Directory) environment.	Y	
G&T-1.43	Ability to allow the System Administrator to add and change permissions for system access.	Y	
G&T-1.44	Ability to log users off the system after an administrator-defined period of inactivity, based on browser-based administrative configuration settings.	Y	
G&T-1.45	Ability to allow a System Administrator to log out users or lock-out users during upgrades, maintenance, or other activities and provide ability to display maintenance notifications.	N	
G&T-1.46	Ability to allow a System Administrator to log out users by module (i.e. inquiry only access).	N	
G&T-1.47	Provide parameter-driven audit reports.	Y	
G&T-1.48	Provide parameter-driven exception reports.	Y	
G&T-1.49	Ability to allow authorized users to have access to a log of security activity to determine users that have signed on and off the system, as well as unsuccessful attempts to sign on to the system.	Y	
G&T-1.50	Ability to allow the audit trail to have a date/time stamp to the nearest second.	Y	
G&T-1.51	Ability to mask fields by user role including but not limited to: Tax ID Number; Date of Birth; Passwords; Drivers License Numbers; Email Addresses; Rates.	Y	
G&T-1.52	Ability to be operational on a 24 x 7 scheduled basis and ability for maintenance message during server maintenance.	Y	
G&T-1.53	Ability to support both tape and tapeless backups.	Y	
G&T-1.54	Ability to prove point-of-sale solution is a validated payment application with PCI Security Standards Council and is still in force (not expired).	Y	

Financial

Requirement Analysis for Tax Collector

County of El Dorado

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#	Requirement	Vendor Response Code	Vendor Comment
Set up and Management of Fees			
FT1.01	Ability to support all fees, fee tables, and fee information based on license and record type, including effective and expire dates, shared fee variables, and unique fee variables where needed.	Y	
FT1.02	Ability to add/remove/update fees.	Y	
FT1.03	Ability to view fees and fee status for all related permits in a single view.	Y	
FT1.04	Ability to associate fees with contact as well as business license.	Y	
FT1.06	Ability for fee to be modified, waived, cancelled or adjusted by staff user with auditing and annotation or explanation.	Y	
FT1.07	Ability to track user, date and time of fee overrides.	Y	
FT1.08	Ability to document and bill preliminary assistance fees prior to intake of a permit / case.	Y	
FT1.09	Ability to set due dates on fees.	Y	
FT1.10	Ability to issue new bill when fee changes occur.	Y	

Financial

#	Requirement	Vendor Response Code	Vendor Comment
FT1.11	Ability to apply business rules to enforce when fee can be added.	Y	
FT1.14	Ability for public to view and pay fees (standard and estimated).	Y	
FT1.15	Ability to recalculate fees based on the fee schedule in effect at the application or permit issue date.	Y	
	Fee Payment and Refunds		
FT2.01	Ability to validate that full payments have been received before issuing business license.	Y	
FT2.02	Ability to associate payments with a business license number.	Y	
FT2.03	Ability to assign payment to specific fee.	Y	
FT2.04	Ability for multiple business licenses to be paid for at one time, i.e., one payment could be paying for several types of business licenses.	Y	online customer profile allows a single payment for multiple business accounts. The County staff application requires a single payment transaction per account.
FT2.05	Ability to maintain full audit trail (user name, date, prior amount, subsequent amount, etc.) for overpayment and payment transactions.	Y	
FT2.06	Ability to show a credit balance.	Y	
FT2.07	Capability to have notes linked to transactions.	Y	
FT2.08	Ability to provide real time payment verification.	Y	
FT2.09	Ability to provide automated warnings and/or holds based on NSF checks or delinquent accounts.	Y	
FT2.10	Ability to track delinquent or unpaid fees.	Y	
FT2.11	Ability to have detailed payment receipt with line items based on payment/invoice number at the time when the transaction was completed. The line items to include: fees paid, amounts paid, fee balances, date, time, and name).	Y	
FT2.12	Ability to search by transaction number, address, fee type.	Y	
FT2.13	Ability to email fee payment receipt.	Y	
FT2.14	Ability to view customer receipt on-line.	Y	
FT2.15	Ability to send alerts or trigger actions based on payment of fees.	N	
FT2.16	Ability to include credit balance in the calculation of total amount due.	Y	
FT2.17	Ability to configure status and type codes for payments and refunds	Y	

Financial

#	Requirement	Vendor Response Code	Vendor Comment
FT2.18	Ability to provide effective dating of all financial transactions completed in the system including an audit trail tracking all financial actions including modifications to financial elements and data.	Y	
FT2.19	Ability to load, test, and store revised fee schedules with effective dates to be implemented in the future.	Y	
FT2.20	Ability to directly link payments received to the County financial system (Tyler Financials)	Y	via nightly journal entry file export
	Fee Calculations		
FT3.01	Ability to calculate estimated fees based on user-defined variables.	Y	
FT3.02	Ability to calculate fees on multiple business license types under one master record	Y	
FT3.03	Ability to support various fee calculations types.	Y	
	Billing		
FT4.01	Ability for user to review calculated fees and make adjustments prior to final billing.	Y	
FT4.02	Ability to bill customer for combination of standard fees and calculated fees.	Y	
FT4.03	Ability to define language to be associated with each charge (so that it is understandable to the applicant).	Y	
FT4.04	Ability to view entire history of fee assessment, payment, corrections and current balance in one place.	Y	
FT4.05	Ability to generate and track billing invoices for business licenses, TOT, and cannabis payments.	Y	
	Reports and Documents		
FT5.01	Ability to query and report comments associated with fees and payments with links to associated transactions.	Y	
FT5.02	Ability to report on status of refunds and account balances.	Y	
FT5.03	System offers industry-standard Aging Report capabilities.	Y	
FT5.04	System offers AR/Revenue report capabilities.	Y	
FT5.05	Ability to query and report on fees and payments by business type.	Y	
FT5.06	Ability to report on actuals to date versus amount remaining.	Y	
	Integrated Payment Processing		
FT6.01	Ability to send fee data required to process payments without any manual input	Y	

Financial

#	Requirement	Vendor Response Code	Vendor Comment
FT6.02	Ability to override fee amount when exceptions need to be processed. Approvals should be required and tracked in system	Y	
Finance & Cashiering			
FT7.1	The system shall have the ability to track penalty schedules	Y	
FT7.2	The system shall have the capability to generate payment notices that contain all information necessary to resolve payment, including directions to pay online	Y	
FT7.3	The system shall have the capability to generate payment instructions that outline the exact steps the customer needs to take to complete payment	Y	
FT7.4	The system shall allow for fees to be waived according to business rules and user permissions	Y	
FT7.5	The system shall allow fees to be collected at various points in the workflow process according to pre-defined business rules for a transaction or permit type	Y	
FT7.6	The system shall support periodic invoicing and payment of invoices	Y	
FT7.7	The system shall track all monetary transactions (i.e. payments, refunds, adjustments such as transfers)	Y	
FT7.8	The system shall allow the application of an administrative fee for application processing	Y	
FT7.9	The system shall allow for the applicant to pay using multiple tender types within one transaction	Y	can be recorded in a single account transaction, but each tender type would be recorded as a separate payment transaction.
FT7.10	The system shall support batch processing of transactions	Y	
FT7.11	The system shall have the capability to indicate a check has been returned by the bank	Y	
FT7.12	The system shall have the capability to enforce a hold (e.g., license hold) according to pre-defined business rules until the issue is resolved	Y	
FT7.13	The system shall have the capability for personnel to view and sort list of returned checks	Y	
FT7.14	The system shall have the capability to prevent duplicate payments	Y	
FT7.15	The system shall have the ability to determine and flag if any violations or outstanding payments are present in an account	Y	
FT7.16	The system shall have the ability to configure and maintain multiple fee types (e.g., flat fee, interest, etc.)	Y	
FT7.17	The system shall have the ability to apply fee types according to pre-defined business rules (e.g., standard filing fee based on filing type)	Y	
FT7.18	The system shall support periodic invoicing and payment of invoices	Y	

Financial

#	Requirement	Vendor Response Code	Vendor Comment
FT7.19	The system shall have the ability to request an exemption from fees (e.g. fee waiver)	Y	
FT7.20	The system shall have the ability to accept/deny request for exemption from payment	Y	
FT7.21	The system shall have the ability to provide standard reasons for exemption and deferral requests (i.e., Dropdown)	Y	
FT7.22	The system shall support finance reconciliation procedures, including but not limited to the following:	Y	
FT7.22a	Total Revenue Collected by Date	Y	
FT7.22b	Total Revenue Collected by Date in Office	Y	
FT7.22c	Total Revenue Collected by Date from Online Payment	Y	
FT7.23	The system shall have the capability to process refunds	Y	
FT7.24	The system shall have the capability to route a request for a refund submitted via the online portal to personnel for review and processing	Y	
FT7.25	The system shall have the capability to track the activity taken in processing a refund	Y	
FT7.26	The system shall have the capability to record comments/notes related to processing a refund request	Y	
FT7.27	The system shall have the capability for personnel to reject a refund request	Y	
FT7.28	The system shall have the capability to respond to a refund request (e.g., request more information)	Y	
FT7.29	The system shall allow personnel to manually initiate a refund	Y	
FT7.30	The system shall be able to process partial refunds for transactions	Y	
FT7.31	The system shall allow users to access their queue of pending "Refund Requests" and display the related fields	Y	
FT7.32	The system shall allow users to research the history of the application, user and refund requests, including notes / comments fields	Y	
FT7.33	System provides effective dating of all financial transactions completed in the system including an audit trail tracking of all financial actions including modifications to financial elements and data.	Y	
FT7.34	System tracks all transaction history (renewals, bills, payments, penalties, late fees, etc.) associated with a business/individual.	Y	
FT7.35	System reverses a transaction and all related allocations and to record this action permanently as part of the system audit trail.	Y	

Mobility

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#	Requirement	Vendor Response Code	Vendor Comment
MOB1.01	System provides a seamlessly integrated application specifically designed for field visits and other field-related duties.	N	
MOB1.02	System provides for mobility supported by wireless connectivity to the Internet and those where system data can be saved to the field device for syncing up upon returning to the office.	Y	full staff application can be accessed via remote desktop technologies. Full browser based application UI is coming in a future release.
MOB1.03	System enters the inspection disposition in the field and update system data in real time.	Y	
MOB1.04	System prints documents and sends email in the field.	Y	
MOB1.05	System researches information such as prior field visits from field devices.	Y	
MOB1.06	System displays all the inspections related to a license, project or other case type in the field.	Y	

Mobility

#	Requirement	Vendor Response Code	Vendor Comment
MOB1.07	System interfaces with handheld devices and laptop computers to upload and download information for daily inspections. Specify all supported platforms.	N	all information would be accessed real-time via the internet, either with the browser based staff portal, or the full staff application via remote desktop.
MOB1.08	System provides access to maps and related property information through a map service while in the field.	N	
MOB1.09	System provides GIS in the field for assisting in accomplishing field research, inspections, and location reporting	N	
MOB1.10	Mobile solution allows users full access to all relevant information for their assigned business license or applications.	Y	
MOB1.11	Mobile solution allows users to enter notes and report any code violations that may be identified during an field visit.	Y	
MOB1.12	Mobile solution electronically links external sources of information, including passing a parcel identifier, x-y coordinate or other information needed to lookup and supply information relative to the location or characteristics of the suspected violation.	Y	
MOB1.13	Mobile solution allows users to schedule follow-up appointments.	Y	
MOB1.14	Mobile solution synchronizes with the core system through wireless connectivity.	Y	
MOB1.15	Mobile solution stores entered data when connections are lost and seamlessly connect and reconnect wireless network coverage is available automatically.	Y	
MOB1.16	Mobile solution supports seamless roaming between broadband networks; agency owned wireless hot spots, and other agency network facilities.	Y	
MOB1.17	Mobile solution has predefined and modifiable Checklists based on the field visit and/or complaint type.	Y	
MOB1.18	Mobile solution starts a record (business license or complaint no license) in the field in the online or offline mode.	Y	
MOB1.19	Mobile solutions support Native Windows, Windows Phone, Android, and iOS phone and tablet platforms.	Y	
MOB1.20	Mobile solution stores both photos and videos.	Y	
MOB1.21	The mobile application must provide a method of attaching to the record, electronic image(s) from the mobile device's camera or from an existing library of images.	Y	

Document Management

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County of El Dorado

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#	Requirement	Vendor Response Code	Vendor Comment
	Provide the ability to interface with a third party for document archival as below:		If files are not purged from Prime. Once purged no long accessible.
DMS-1.1	Provides the ability to query and select business license, transient occupancy tax submissions, and cannabis tax submissions to be archived.	Y	Can be queried, is manual process
DMS-1.2	Allows the user to select document categories and sub-categories, create archive records, and print bar code labels to place on the paper documents. Labels include business license information, including business type identifier, address and FPN aka APN, and category and sub-category.	C	QR Code documentation on license renewals
22-0362 DMS-1.3	Allows one or more business licenses per each archive record as one document may apply to many business licenses.	C	Each license is stand alone, can not merge. Licenses can be linked together.
4 DMS-1.4	Allows for the automated processing of the downloaded pdfs to include updates to the archive records in the licensing system such as file path, file name, number of pages, and records status and the physical placement of the pdfs on the Tax Collectors file system.	C	No automated process, files can be attached to individual accounts. Each file linked to path in County folder.

Document Management

#	Requirement	Vendor Response Code	Vendor Comment
DMS-1.5	Provide the ability for users to query and retrieve archived documents linked to business license.	C	Documents in County secure file. Prime not linked.
DMS-1.6	Provide the ability for the public to view (but not print) archives by address query at the one-stop.	C	Online web search allows for lookup of closed licenses that have not been purged.
DMS-1.7	Provide the ability for county staff to link up archive file records that were previously scanned in but never linked to a project, parcel, or address.	Y	if account located in Prime.
DMS-1.8	Ability to allow for meaningful file naming and folder storage.	Y	
DMS-1.9	Ability to enforce retention policies and removal of documents with staff confirmation.	C	
DMS-1.10	Restrict final document storage access to prevent a user from moving files without changing the file path in the file record.	C	
DMS-1.11	Allow for security permissions on documents based upon factors such as user and document type (read, edit, delete, etc.)	Y	
DMS-1.12	Allow for the generation (manual and automated) and storage of correspondence and various letters, including mail merger type capability, labels of various sizes, and non-standard formats such as trifold notices. Allow these to be attached to business licenses and cases.	Y	If file is attached to account in Prime. Emails sent through Prime can be archived in event log.