

COUNTY OF EL DORADO Procurement & Contracts

ATTN: Purchasing Agent

360 Fair Lane

Placerville, CA 95667

REQUEST FOR PROPOSAL #17-575-003

DUE: 3:00 PM - September 9, 2016

Sealed Proposals must be clearly marked on

the outside of the package with:

"RFP #17-575-003 MAILROOM DO NOT OPEN"

REMITTANCE PROCESSING SYSTEM

The County of El Dorado Office of Procurement and Contracts on behalf of its Treasurer/Tax Collector Office (also referred to as "County"), is requesting proposals for an image-based Remittance Processing System, hardware, software and administrative services, with image storage and retrieval, complete and ready for acceptance testing. The selected Proposer will also be responsible for configuration, integration with the County's existing and future systems, and ongoing support of all system components and software.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service.

Proposers are advised to read all sections of this RFP prior to submitting a proposal.

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I. <u>Project Objectives</u>:

- A. To accurately process and deposit all payments on the day they are received.
- B. Implement remittance processing system which will comply with all State and Federal banking regulations.
- C. Project implementation completed within forty-five (45) days after receipt of order.
- D. Create appropriate interfaces to connect to existing County systems.
- E. Test the final product to verify end-to-end functionality.
- F. Provide appropriate reports to allow balancing of deposits transmitted against checks processed during the day.
- G. Provide appropriate reports to allow balancing of files submitted from remote scanstations against deposit transmitted to bank.
- H. Preserve and ensure the security and integrity of the County's check processing procedures.
- I. Minimize disruption of depository operations to County during the project and implementation.
- J. Allow for offsite scanning in case of disaster, or lack of access to main processing equipment.
- K. A complete description of any alternative solutions or approaches to accomplishing the desired results.

II. Products and Services to be Provided:

Proposals are being requested for the purchase of a Remittance Processing System solution and related hardware, software, and administrative services. The County will only accept proposals that are stand-alone systems. System specifications are provided in Exhibit "A".

A. <u>Current Production Equipment and Parts Availability</u>:

The Remittance Processing System offered shall be of the latest design, in current production, and meet or exceed all the County requirements. Only new Remittance Processing System equipment in current production by manufacturers will be considered. Replacement parts for the proposed equipment shall be available for a period of at least 10 years from the date of purchase.

B. <u>Warranty and Support and Maintenance of Equipment:</u>

The Remittance Processing System, its components, and all software shall carry a one (1) year parts and labor warranty. The vendor shall supply an itemized cost for annual maintenance following the first year. It is expected that urgent technical support will be available 24/7 during the warranty period.

C. <u>Installation and Training:</u>

Proposers shall be responsible for product installation. Proposers shall provide the costs for moving of existing equipment and installation of new equipment, and shall provide the name of the installation firm to be used; however, the Successful Proposer's installation and removal contractor is subject to County's approval. County reserves the right to request an alternate installation and removal contractor and to negotiate final costs for these services with the Successful Proposer.

Provide on-site training for Treasurer/Tax Collector personnel on equipment and system use. This should include additional and specialized training for IT staff for all software

and hardware system maintenance, troubleshooting and changing of components in need of repair.

D. Delivery and Operational Date:

The successful Proposer is required to have the equipment and software delivered within thirty (30) days following placement of order. Training services shall be scheduled within **one** (1) day after the unit is installed. All installation services shall be completed within **seven** (7) days of equipment delivery.

E. Contract Requirement:

The successful Proposer will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Exhibit "C" marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "C", the terms of the agreement shall govern.

III. Proposal Content:

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal.

A. Cover Letter:

Provide a "Cover Letter" and introduction, including the name and address of the organization or individual submitting the Proposal, together with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.

- 1. <u>Proposer's Capabilities</u>: Describe the firm's resources, experience and capabilities as they relate to scope of services described hereinabove. Submit in the order identified below:
- 2. <u>Detailed Discussion</u>: The detailed discussion is a general, but complete, narrative of the Proposer's assessment of the work to be performed and the ability to meet those objectives. By virtue of submitting a response to this RFP, Proposer understands, acknowledges and agrees to the standard terms and conditions of Exhibit "C".

B. Background and Experience:

Describe the firm's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.

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C. Work Plan:

Outline how the firm's team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation. This overview should clearly demonstrate the Proposers understanding of the performance expectations as well as how the requirements will be met. Discuss each item in **Section II – Products and Services to be Provided A through E** and describe how your firm will accomplish the desired scope in the time frame requested.

D. <u>Insurance Requirements:</u>

A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "C", Sample Contract.

E. Narrative and Price Proposal:

Exhibit "A" lists the functional specifications and services to be provided pursuant to this Request for Proposal. It is anticipated that some Proposers may not be capable of meeting all of the specifications listed. Therefore, it is critical that each Proposer carefully and accurately assess his/her ability to meet each specification.

The proposer must provide the make and model proposed, purchase price of the remittance processor, software purchase price, implementation, training, year one of hardware maintenance, year one software maintenance, optional system components, shipping and sales tax. The cost of each item must be itemized in Exhibit "B", "Quotation Schedule"; the County request six options for payments; please provide the cost for each:

Option 1: Direct purchase with payment terms.

Option 2: Lease pricing option for thirty-six (36) months with fair market value buyout.

Option 3: Lease pricing option for thirty-six (36) months with \$1 buyout.

Option 4: Lease pricing option for sixty (60) months with fair market value buyout.

Option 5: Lease pricing option for sixty (60) months with \$1 buyout.

Option 6: Lease pricing option for sixty (60) months.

Also include pricing for hardware maintenance and software maintenance for years two, three, four and five. The cost of each year must be itemized.

F. References:

Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, RPS model number currently in use and summary of services performed.

G. <u>Additional Data</u>:

(This Section shall be limited to five pages) Include any other data the Proposer deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru F. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

IV. Proposers' Questions:

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than 5:00 PM — on August 19, 2016. All envelopes or containers must be clearly labeled "RFP #17-575-003, QUESTIONS" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will not be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about August 26, 2016.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #17-575-003 - Questions

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

V. Proposal Submittal:

Proposers must submit one (1) original and four (4) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "RFP #17-575-003 – MAILROOM - DO NOT OPEN", no later than 3:00 PM – September 9, 2016 to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Rick Blake, Sr. Buyer at (530) 621-5873.

VI. Schedule of Events:

The following Table provides information about the schedule for this procurement process at the time of RFP release. Any changes to these dates will be issued in the form of a written addendum.

Issue Request for Proposals	August 8, 2016
Proposer's Questions Due	August 19, 2016 by 5:00 p.m.
Answers to Questions Posted on Website	August 26, 2016
Proposal Responses Due	September 9, 2016 by 3:00 p.m.
Evaluation Completed	September 20, 2016
On-site or Other Demonstrations	
(as elected by County)	If Needed
Notice of Intent to award posted on Website	September 21, 2016
Board of Supervisors Approval	October 11, 2016
Implementation	Immediately following Board Approval

VII. Evaluation:

Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Treasurer/Tax Collectors Office and/or local public agencies. Evaluation of proposals will be based on the following criteria:

A.	Compliance with Features and Functions state in Exhibit "A"	40%
B.	Vendor Qualification, Experience and Work Plan	20%
C.	Total Proposed Price	40%

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

VIII. Rejection of Proposals:

Prospective Consultants interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. The County reserves the right to reject any or all Proposals.

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The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. The County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Consultant is awarded the contract.

IX. Public Records Act:

All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

X. Valid Offer:

Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

XI. County's Rights:

The County reserves the right to:

- 1. Request clarification of any submitted information
- 2. Waive any informalities or irregularities in any qualification statement
- 3. Not enter into any agreement
- 4. Not select any consultant
- 5. Cancel this process at any time
- 6. Amend this process at any time
- 7. To award more than one contract if it is in the best interest of the County
- 8. Interview consultants prior to award
- 9. To request additional information during an interview

XII. <u>El Dorado County Web Site Requirements</u>:

It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

http://edcapps.edcgov.us/contracts/invite.asp

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

XIII. Award:

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

XIV. Business License Requirement:

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. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

XV. <u>Public Agency</u>:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Your participation in the RFP process is important to El Dorado County!

Exhibit "A"

REMITTANCE PROCESSING SYSTEM REQUIREMENTS

COMPLETING THE EVALUATIVE SPECIFICATIONS:

The system feature shall exist today or at delivery.

The bidder is responsible to include all required modules, hardware, subscription services, etc. necessary to correspond with the functional specification responses.

Failure to indicate compliance or non-compliance with the functional specifications or leaving other lines blank may cause the proposal to be considered "non-responsive" and may cause the bid to be rejected.

The bidder shall indicate a check mark under the column for each specification with the following responses:

- Y = The Remittance Processing System complies with this specification completely.(Must include reference in supporting documentation)
- **N** = The Remittance Processing System does not meet this specification. This feature is not available.

(Must include reference in supporting documentation)

REMITTANCE PROCESSING SYSTEM FUNCTIONAL SPECIFICATIONS:

The following section contains a list of functional specifications. This is the list of specifications upon which the systems will be evaluated.

It is not anticipated that any single vendor can meet all of the specification listed below. Some requirements are open-ended and require a narrative response.

The vendor may add feature or function descriptions that are not present and the vendor believes should considered as essential to the proposed system. These should follow the last specification in this table and be clearly documented.

(The remainder of this page intentionally left blank.)

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	FEATURE OR FUNCTION	YES	NO
1	Receiving all payments credited from customers and other receivables.		
2	Reconciling all payments credited to total funds deposited.		
3	Creating data records for transmission to the collection/billing systems on mainframe.		
4	System must interface with legacy in house billing system		
5	Vendor must have demonstrative interface to in house billing system.		
6	Vendor must have 2 county tax collectors using their software to interface to in house billing system		
7	System must also be able to interface with Megabyte Property Tax System (MPTS).		
8	Vendor must have pre-existing interface with MPTS.		
9	Payments images must be viewable directly from MPTS.		
10	Vendor must have at least 5 California county tax collectors using their software to post payments to MPTS.		
11	Complete real time integration with MPTS where incoming payments are checked against balance due in MPTS before processing.		
12	Depositing collected funds electronically in bank accounts via Check 21.		
13	Handling inquiries and corrections to customer records relating to payments processed.		
14	Scale to accommodate future transaction growth. Software shall have the capacity with an annual document count of at least 1 million documents with the ability to handle daily peak volume of 50,000 documents.		
15	Provide near-instantaneous customer-service research capabilities with images of documents received.		
16	Transaction processes required are: Full-pay singles: One stub, one check		
17	Transaction processes required are: Partial-pay single: One stub, one check, but payment is not for the full amount due.		

	FEATURE OR FUNCTION	YES	NO
18	Transaction processes required are: Multiples: More than one stub and/or more than one check shall balance if not delivered to a different area for research.		
19	Transaction processes required are: No stub: A payment coupon was not enclosed with the check; check delivered to a different area for research.		
20	Transaction processes required are: Other receivables: Checks/receivables from other departments.		
21	Transaction processes required are: Payment for different business units with different stubs requiring different uploads.		
22	Payment volumes are as follows: Annual property tax documents processed: 500,000		
23	Payment volumes are as follows: Daily peak documents processed: 25,000		
24	Payment volumes are as follows: Approximately 75,000 Treasury payments received annually.		
25	Transport Hardware Requirements: Images captured on the transport shall be compressed utilizing industry-standard compression routines.		
26	Transport Hardware Requirements: The transport shall operate in an office-type environment.		
27	Transport Hardware Requirements: Jams shall be easily identified and shall be able to be quickly cleared by the operator.		
28	Transport Hardware Requirements: Supplies shall be readily accessible and easily changed by the operator.		
29	Transport Hardware Requirements: Should have scanning speed of at least 200 images per minute		
30	Transport Hardware Requirements: Should use Canon CR190i II		
31	The transport shall include a document feeder, MICR reader, OCR reader, encoder, programmable text endorser, rear stamp, front- and rear-image camera and pockets that can be later extended or added to in size.		
32	The Extractor (Open 72) or equivalent must be able to work independent or in conjunction with the Remittance Processing System.		

	FEATURE OR FUNCTION	YES	NO
33	Able to accommodate documents of varying heights, lengths and widths.		
34	Able to scan documents up to 18" by 12".		
35	Able to scan documents at 100 pages per minute.		
36	Other Hardware Requirements: The system shall utilize open, industry- standard architecture.		
37	Other Hardware Requirements: PCs and servers shall utilize state-of-the-art, Intel-Pentium processors or equivalent.		
38	Other Hardware Requirements: Critical hardware replacement components shall be available within 24 hours.		
39	Other Hardware Requirements: All equipment shall be new and carry the manufacturer's warranty.		
40	Other Hardware Requirements: The system shall endorse checks according to Federal banking standards.		
41	Other Hardware Requirements: The system shall scale to accommodate future transaction growth.		
42	Application Requirements: The system application shall be written in Microsoft .Net.		
43	Application Requirements: The System shall be LAN-based utilizing client server type architecture, specifically Microsoft NT Server and MS SQL Server Database.		
44	Application Requirements: The system shall support and can operate multiple transports running simultaneously on the same LAN enabling transports to switch seamlessly between processing pass-one capture or pass-two power encoding at the operator's discretion with no restriction.		
45	Application Requirements: The system shall have image-assisted jam recovery capability.		
46	Application Requirements: System setup must be user-configurable requiring "no custom programming" and minimal amount of technical IT administration knowledge and skills.		

	FEATURE OR FUNCTION	YES	NO
47	Application Requirements: The system shall have checks-only processing capability with automated account lookup feature.		
48	Application Requirements: White mail processing or full-page scanning should be supported by the solution.		
49	Application Requirements: The system can handle and process statement-based payments received with the ability to create 'virtual stubs" and "virtual checks."		
50	Application Requirements: The CAR/LAR application shall run unattended in the background without the need for operator intervention.		
51	Application Requirements:: During the payment verification process, the system must be designed to support an easy, minimum-number-of-keystrokes data-entry operation with next-field tab entry positioning, automatic field and image positioning, list-down boxes and color-coded fields for easy visual processing.		
52	Application Requirements: The verification screen shall offer automatic view links that is user-configurable.		
53	Application Requirements: The system will come with audit trail endorsement capability.		
54	Application Requirements: The system shall offer hotfile and ad hoc hotfile processing features for automatic special handling of "hot items", such as cash only accounts.		
55	Application Requirements: The system shall be capable of reading/capturing OCR/ICR and non-OCR standard characters on all documents image-captured in the system.		
56	Application Requirements: The system can automatically process "moving" scanlines without stopping the transport.		
57	Application Requirements: The system can process multiple due amounts and due dates.		
58	Application Requirements: The system can handle change of address requests, if made available on the stub.		
59	Application Requirements: The system will have special processing logic capabilities that are user-definable.		

	FEATURE OR FUNCTION	YES	NO
60	Application Requirements: The system will include user-definable rear- programmable endorsement capability that incorporates the use of "static" and "dynamic" fields.		
61	Application Requirements: Operators and staff, even in remote locations, can access a "document inquiry" function to search and lookup images and information of payment documents that are work-in progress.		
62	Application Requirements: The system shall support multiple operations or the ability to process for multiple clients in a lockbox-type environment.		
63	Application Requirements: The system must support a mix-document operation feature.		
64	Application Requirements: Online help screens shall be offered by the system with context sensitive help.		
65	Application Requirements: The system shall provide a centralized or distributed virtual workflow operation that automatically moves work from one processing step to another without operator intervention and enables parallel processing that supports a multitasking environment.		
66	Application Requirements: The system shall provide extensive login ID and password protection that both restrict access to supervisor-specified area/functions and logs activity by operator ID.		
67	Application Requirements: The system shall provide the option to "waterfall" or "cascade" documents to the next available pocket without stopping the transport in the event the target pocket becomes full.		
68	Application Requirements: The system can support add-on automatic refund letter generation capability.		
69	Application Requirements: The system must come with an output module that will allow you to create any data file in any format for upload to existing billing/accounting systems.		
70	Application Requirements: The system shall have the ability to generate multiple output files.		
71	Application Requirements: The system shall offer reports of various types, including processing reports, deposits, trend analysis and system reports.		

	FEATURE OR FUNCTION	YES	NO
72	Application Requirements: The system will allow the user to export data to an off-the-shelf database or report-writer application.		
73	Application Requirements: The system will have the ability to create an ACH file for deposit submittal directly to the Federal Reserve.		
74	Application Requirements: The system will offer ACH file integrity check to ensure data quality and accuracy.		
75	Application Requirements: The system must come with a built-in communication handler for ACH transmission with 128-bit encrypted file transfer protocol utilizing an SSL (Secured Sockets Layer).		
76	Application Requirements: ACH automatic or selective retry feature is available for NSF payments.		
77	Application Requirements: The system offers presentment of normal or rejected payments via Internet reporting.		
78	Application Requirements: Upon presentment of normal or rejected payments via Internet reporting, the system will allow you to click on a link that will automatically retrieve the original source transaction information associated to that payment and include images of the source payment, if any.		
79	Application Requirements: The system must offer image-based ACH returnitem handling via the Internet with closed-loop feedback capabilities.		
80	Application Requirements: The system will offer the ability to convert any web report into an image file, which can be emailed and imported into the imaging archival system for later search and retrieval.		
81	Application Requirements: No compensation account balance required and no ACH upload file fee for submittal.		
82	Application Requirements: Extension of daily deposit cutoff time to 9:00PM EST (Eastern Standard Time) for ACH deposit with automatic credit to account by the opening of the Federal Reserve the next morning		
83	Application Requirements: The system must be Check 21 ready.		
84	Image Archival: The system shall have optional image-archive capability that allows the user to research and retrieve payment documents on any captured field or data associated with a transaction from the remittance system.		

	FEATURE OR FUNCTION	YES	NO
85	Image Archival: The remittance system will offer automatic imaging archive to the back-end imaging system.		
86	Image Archival: Different search criteria can be defined and created for different users needing access to imaged payment documents.		
87	Image Archival: The imaging system shall provide the ability to display index information defined by the user, such as transaction-detail data including batch number, process date, check amount and the like along with the document image to enhance research capability.		
88	Image Archival: Include an automated daily and weekly backup routine for captured images to disk or network server.		
89	Image Archival: The image archive shall be LAN/WAN based.		
90	Image Archival: The imaging system will support browser-based search and retrieval.		
91	Image Archival: The system shall be of client-server type architecture using Microsoft NT Server and MS SQL Server Database.		
92	Image Archival: Transmit a daily payment file to the host property system via FTP. In case of a network failure the software shall provide a secondary method to transmit the file to the host, i.e. disk.		
93	Implementation, Training and On-Going Support: The vendor shall pre-stage and test all hardware and software components prior to on site delivery, including generating a test-host file.		
94	Implementation, Training and On-Going Support: The vendor shall provide on- site administrative and end-user training of operators, and end-user training will include hands-on trouble-shooting training.		
95	Implementation, Training and On-Going Support: For optimum project implementation success, a hardware technician directly from the manufacturer of the transport shall be present during on-site implementation to install the scanner(s) and to ensure that proper efforts and correct methods for scanner installation are being taken.		
96	Implementation, Training and On-Going Support: Software and hardware support shall be provided for the overall system through a single point of contact. On-site support maintenance for scanner transport must be available at a mutually agreed upon response time. The vendor shall be the single point of contact for any hardware and software support problems.		
97	Implementation, Training and On-Going Support: The vendor shall provide a single point of contact for supplies, ongoing education and training and other areas related to the operation of the system.		

	FEATURE OR FUNCTION	YES	NO
98	Implementation, Training and On-Going Support: Phone and remote dial-in diagnostics and support shall be provided by the vendor, so long as a dial-up phone line or TCP-IP connection with remote access software is made available.		
99	Implementation, Training and On-Going Support: A complete set of documentation and training manuals shall be provided with the system, including instructions specific to our operation.		
100	Implementation, Training and On-Going Support: Online documentation and context-sensitive help files shall be provided by the system.		
101	General Requirements: Vendor must be the developer and manufacturer of the remittance application.		
102	General Requirements: The remittance system must support and the vendor must be able to provide ACH check conversion services or electronic check deposit capability.		
103	General Requirements: Vendor must offer internet payment collection and pay-by-phone collection services.		
104	Maintenance & Support: Hardware support is required during the hours of 8:00 a.m. to 5:00 p.m. PST on weekdays and on Saturday for a maximum of six (6) pre-determined days annually during peak processing periods in December and April.		
105	Maintenance & Support: The vendor shall respond within thirty (30) minutes of a reported software failure during normal business days.		
106	Maintenance & Support: Software maintenance provider shall have a system engineer based in California, Oregon or Nevada to ensure prompt on-site response time when required.		
107	Maintenance & Support: Maintenance services shall be specific to monthly or annual charges for both hardware and software maintenance coverage.		
108	Maintenance & Support: Maintenance facilities are to be in close proximity, to allow for a four (4) hour response time for hardware maintenance during normal operating hours of the County and on Pre-determined Saturday's		
109	Maintenance & Support: Include any re-licensing or upgrade fees in maintenance costs in the price quote.		
110	Disaster Recovery: Vendor shall have available a full service lockbox facility that the Client can forward their payments to for processing in the event of a disaster at very low service prices		
111	Disaster Recovery: The vendor shall have the Client's operation ready with the Client's exact payment processing settings, including any special processing logic, host file setup, etc, so payments can be forwarded to the lockbox facility for immediate processing without further delay.		

FEATURE OR FUNCTION	YES	NO
		-110
Disaster Recovery: During the disaster recovery period, the end-of-day data file will be provided to the Client via a secured encrypted email through an SSL (Secured Sockets Layer)		
Disaster Recovery: Vendor will store and archive the images of already processed payment documents in interim for the client until they have recovered and brought back to normalcy their backend archival system. In the meantime, images of payment documents will be made available and retrieval via the Internet.		
Front Counter Solution Requirements: Automatic image capture and storage of payment documents and signature	s	
Front Counter Solution Requirements: Automatic capture of checking (MICR line) and credit card information		
Front Counter Solution Requirements: Automatic capture of scan line information from remittance coupon and pass back to the cashiering system		
Front Counter Solution Requirements: Automatically creates the ACH electronic check conversion of the paper check in electronic payment		
Front Counter Solution Requirements: Electronic clearing of personal checks		
Front Counter Solution Requirements: Batch or Real-Time update of remote host A/R System		
Reporting Requirements: Reports shall be available for a single day or a range of days and be provided in an electronic format that can be imported into an off the shelf database, worksheet or a report writer application.		
customized if the standard reports do not cover required information. Examples of reports desired include but are not limited to: Daily journal activity Bank deposit summary report Bank deposit detail report Batch summary report Batch detail report Over/Short detail report Delete/Void Detail report, including start and stop times.		
	file will be provided to the Client via a secured encrypted email through an SSL (Secured Sockets Layer) Disaster Recovery: Vendor will store and archive the images of already processed payment documents in interim for the client until they have recovered and brought back to normalcy their backend archival system. In the meantime, images of payment documents will be made available and retrieval via the Internet. Front Counter Solution Requirements: Automatic image capture and storage of payment documents and signature Front Counter Solution Requirements: Automatic capture of checking (MICR line) and credit card information Front Counter Solution Requirements: Automatic capture of scan line information from remittance coupon and pass back to the cashiering system Front Counter Solution Requirements: Automatically creates the ACH electronic check conversion of the paper check in electronic payment Front Counter Solution Requirements: Electronic clearing of personal checks Front Counter Solution Requirements: Batch or Real-Time update of remote host A/R System Reporting Requirements: Reports shall be available for a single day or a range of days and be provided in an electronic format that can be imported into an off the shelf database, worksheet or a report writer application. Reporting Requirements: Reports generated by the system shall be customized if the standard reports do not cover required information. Examples of reports desired include but are not limited to: Daily journal activity Bank deposit summary report Batch detail report Over/Short detail report Delete/Void Detail report	file will be provided to the Client via a secured encrypted email through an SSL (Secured Sockets Layer) Disaster Recovery: Vendor will store and archive the images of already processed payment documents in interim for the client until they have recovered and brought back to normalcy their backend archival system. In the meantime, images of payment documents will be made available and retrieval via the Internet. Front Counter Solution Requirements: Automatic image capture and storage of payment documents and signature Front Counter Solution Requirements: Automatic capture of checking (MICR line) and credit card information Front Counter Solution Requirements: Automatic capture of scan line information from remittance coupon and pass back to the cashiering system Front Counter Solution Requirements: Automatically creates the ACH electronic check conversion of the paper check in electronic payment Front Counter Solution Requirements: Electronic clearing of personal checks Front Counter Solution Requirements: Batch or Real-Time update of remote host A/R System Reporting Requirements: Reports shall be available for a single day or a range of days and be provided in an electronic format that can be imported into an off the shelf database, worksheet or a report writer application. Reporting Requirements: Reports generated by the system shall be customized if the standard reports do not cover required information. Examples of reports desired include but are not limited to: Daily journal activity Bank deposit summary report Batch detail report Delete/Void Detail report Delete/Void Detail report Over/Short detail report, including start and stop times.

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(The remainder of this page intentionally left blank.)

Answer questions #122 through #133 in the space provided or attach answers on a separate piece of paper, clearly indicate each answer by the corresponding number:

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122	Required Representations and Warranty: System shall meet County's expectation on performance, based on current and future workload for El Dorado County.
123	Required Representations and Warranty: Include schedule of delivery and implementation with your response.
124	Required Representations and Warranty: State the computer language and the database the system is written in and the operating system required to run it.
125	Required Representations and Warranty: Describe hardware and software support services included in the cost of the system.
126	Required Representations and Warranty: State your policy on handling hardware support for your clients and how response times are met.
127	Required Representations and Warranty: List the time and days of the week that support is available and the cost for all levels of support.
128	Required Representations and Warranty: Describe a recommended backup procedure for images to accomplish replication for loss recovery of images.
129	Required Representations and Warranty: Explain how updates or revisions to your system are made available to current users.
130	Required Representations and Warranty: Quote cost to change programming to Megabyte.

131	Required Representations and Warranty: Describe how an upgrade of software will affect any custom coding, screens, data communications, etc.
132	Required Representations and Warranty: Describe the warranty period and terms for all system components and items included in your proposal, including any factory warranties and any extended warranties.
133	Required Representations and Warranty: Specify terms of the warranty offered by the bidder and the period for which the bidder will furnish parts and labor to repair or replace any system component found to be defective.
134	Required Representations and Warranty: Provide samples of standards system reports
135	Required Representations and Warranty: Provide sample of system user manual

(The remainder of this page intentionally left blank.)

Exhibit "B"

Quotation Schedule

The proposer must provide the make and model proposed, purchase price of the remittance processor, software purchase price, implementation, training, year one of hardware maintenance, year one software maintenance, optional system components, shipping and sales tax. Provide a detailed price quotation, including a detailed list of each item proposed and its associated cost on a separate page, enter summary cost on this page.

Document Processing Hardware:	\$
Application Software:	\$
Hardware Maintenance (Year One)	\$
Software Maintenance (Year One)	\$
Services (Implementation, Installation, Testing & Training, etc.):	\$
Option 1 – Total Purchase Price (include payment terms)	\$
Optional Cost:	\$

REQUEST FOR PROPOSAL: <u>17-575-003</u>

Option 2 – Lease pricing for thirty-six (36) months, with fair market value (FMV) buyout:					
\$	/month	(FMV Buyout) \$			
Option 3– Lease pricing for thirty-six (36) months, with \$1 buyout:					
\$	/month	(Buyout) \$ 1.00			
Option 4 – Lease	pricing for sixty (60) months, with	fair market value (FMV) buyout:			
\$	/month	(FMV Buyout) \$			
Option 5 – Lease	pricing for sixty (60) months, with	\$1 buyout:			
\$	/month	(Buyout) \$ 1.00			
Option 6 – Lease	pricing for sixty (60) months	\$			
Options 1 throug	h 6:				
Hardware Mainte	nance – Next business day exchan	ige (Years two (2) through Five (5)):			
Year Two (2)		\$			
Year Three (3)		\$			
		Ψ	_		
Year Four (4)		\$	_		
Year Five (5)		\$	_		
Software Mainter	nance (Years two (2) through five (5	5)):			
Year Two (2)		\$	_		
Year Three (3)		\$			
Year Four (4)		\$	_		
Year Five (5)		\$	_		

Exhibit "C"

SAMPLE AGREEMENT FOR SERVICES # (~) For Illustrative Purposes only

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				
RECITALS				
WHEREAS, County has determined that it is necessary to obtain a Contractor to provide ; and				
WHEREAS, Contractor 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 Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;				
NOW, THEREFORE, County and Contractor mutually agree as follows:				
ARTICLE I Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide				
ARTICLE II Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire				

REQUEST FOR PROPOSAL: 17-575-003

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For	the	purposes	of	this	Agreement,	the	billing	rate	shall	be
					·					
Total a	amount c	of this Agreeme	nt shall	not excee	ed	•				

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

County of El Dorado Department Address Placerville, California 95667

or to such other location as County directs.

In the event that Contractor 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 ______, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

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 VI

Contractor 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, Contractor shall act as Contractor only to County and shall not act as Contractor 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 Contractor's responsibilities to County during term hereof.

REQUEST FOR PROPOSAL: 17-575-003

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor 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.

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ARTICLE VIII

Independent Contractor/Liability: Contractor 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. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor 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 Contractor or its employees.

ARTICLE IX

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 X

Audit by California State Auditor: Contractor 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, Contractor 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 XI

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 Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor 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 Contractor, 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, Contractor 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 XII

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 (Department Name) (Address) (City, State, Zip) ATTN: (Name), (Title)

or to such other location as the County directs.

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with a carbon copy to

COUNTY OF EL DORADO Chief Administrative Office Procurement and Contracts Division 360 Fair Lane Placerville, CA 95667 ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME) (Address) (City, State, Zip) ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor 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 XIV

Indemnity: The Contractor 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(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 Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

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

A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 Contractor in the performance of the Agreement.
- D. In the event Contractor 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. Contractor 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. Contractor 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 Contractor'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 Contractor'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 Contractor 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.

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- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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 XVI

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 Contractor 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 XVII

Interest of Contractor: Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

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. Contractor 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 Contractor 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 XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors 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 Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors 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 XXIII

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 XXIV

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

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is <u>(name)</u>, <u>(title)</u>, <u>(department)</u>, or successor.

ARTICLE XXVI

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:						
Ву:_	Name Title Department	Dated:				
Requ	nesting Department Head Concurrence:					
Ву:_	Name Title Department	Dated:				
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

	Dated:
	By: Chair Board of Supervisors "County"
ATTEST: James S. Mitrisin Clerk of the Board of Supervisors	
By:	Dated:
CON	TRACTOR
IF CORPORATION, LLC, ETC. (COMPANY NAME, INC.) (A [NAME OF STATE] CORPORATION) IF SOLE PROPRIETOR, ETC., DELETE THIS TEX	T
By: Name Title "Contractor"	Dated:
By:Corporate Secretary	Dated:

Master Bidders List for # 17-575-003

Creditron Corp

575-RP

Bid Department

2700 N Main St Ste 310 Santa Ana, CA 92705

National Payment Solutions

575-RP

Bid Department

5650 Whitesville Road #210 Columbus, GA 31904

NCR Corporation **Bid Department**

575-RP

1700 South Patterson Boulevard Dayton, OH 45479-0001

Neo Post

575-RP

Bid Department

2720 Gateway Oaks Drive #160 Sacramento, CA 95833

Opex Corporation

575-RP

Bid Department 305 Commerce Drive

Moorestown, NJ 080574234

Pitney Bowes

575-RP

Bid Department 3775 N Freeway Blvd

Sacramento, CA 95834

RT Lawrence Corporation

575-RP

Bid Department

7740 Painter Avenue #100

Whittier, CA 90602

TranCentra FTS

575-RP

Bid Department

4855 Peachtree Industrial Boulevard #245

Norcross, GA 30092

Western Integrated Systems

575-RP

Bid Department

1325 Howe Avenue, Suite 102 Sacramento, CA 95825