

TREASURER TAX COLLECTOR COUNTY CLERK DEPARTMENT

CHARLES LOMELI
TREASURER-TAX COLLECTOR-
COUNTY CLERK



MICHAEL COOPER
ASSISTANT TREASURER-TAX
COLLECTOR-COUNTY CLERK

January 2, 2015

PUBLIC NOTICE REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NUMBER: R-0102-15

FOR THE PROVISION OF CREDIT CARD PROCESSING AND / OR BILL PRESENTMENT SERVICES TO THE COUNTY OF SOLANO

INTRODUCTION

The Solano County Treasurer – Tax Collector – County Clerk (TTCCC) Office is requesting Statements of Qualifications (SOQ) from qualified firms able to provide either one or both of the following services.

- Electronic card payment processing (Credit Cards, Debit Cards, Electronic Checks, and other forms of electronic payment that may be available in person or online.
- Electronic bill presentment services for Property Tax bills. The County may work with the selected vendor to implement bill presentment for other County departments should the need arise.

NOTICE IS GIVEN:

That the TTCCC will receive submittals from qualified firms or individuals for services as outlined in this RFQ which can be obtained from the address listed below or from the County's website (www.solanocounty.com)

SUBMITTAL DUE: MARCH 1, 2015, 3:00 P.M. LOCAL TIME

County of Solano
Offices of the Treasurer – Tax Collector – County Clerk
Attn: Michael Cooper, Asst TTCCC
675 Texas Street, Suite 1900
Fairfield, CA 94533

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 2

TABLE OF CONTENTS

COVER SHEET	1
TABLE OF CONTENTS	2
TENTATIVE SCHEDULE FOR SELECTION PROCESS	3
PART I GENERAL CONDITIONS	4
PART II BACKGROUND	7
PART III SCOPE OF WORK	7
PART IV STATEMENT OF QUALIFICATIONS FORMAT	10
ATTACHMENTS:	
SOLANO COUNTY STANDARD CONTRACT AGREEMENT	EXHIBIT A, B and C
EVALUATION CRITERIA	ATTACHMENT 1
SUBMITTAL CHECK LIST	ATTACHMENT 2
CERTIFICATION OF COMPLIANCE	ATTACHMENT 3
NON-COLLUSION DECLARATION	ATTACHMENT 4
COUNTY RESERVATIONS	ATTACHMENT 5
CUSTOMER REFERENCES	ATTACHMENT 6

NOTICE:

1. The terms successful bidder, supplier, vendor, responder, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.
2. The terms bid, solicitation, proposal and submittal may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or firm responding to this Request for Qualification (RFQ) with a Statement of Qualifications (SOQ).

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 3

TENTATIVE SCHEDULE FOR SELECTION PROCESS

RFQ Published	January 2, 2015
RFQ Inquiries from Responding Firms received by County Due No Later than 3:00 P.M.	February 6, 2015
County Issues Response to RFQ Inquiries by	February 13, 2015
Statement of Qualification Due No Later than 3:00 P.M.	March 1, 2015
Evaluation, Ranking, and Top Ranked Selection by	March 13, 2015
Interviews with Top Ranked firms by	April 3, 2015
Signed Agreement from Contractor by	May 15, 2015
County Approval of Contract by	June 9, 2015
Notice of Award by	June 9, 2015

Note: Dates are tentative and subject to change at the sole discretion of the County.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 4

PART I – GENERAL CONDITIONS

1.01 Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a “Request for Qualifications” (RFQ). Firms shall be ranked and selected according to their Statement or Statements of Qualifications (SOQ). Interviews and negotiations may be conducted with the top ranked firms. Costs for developing the SOQ’s are entirely the responsibility of the firm submitting the SOQ, and shall not be chargeable to the County.

Responding firms may elect to submit a single SOQ for the provision of one requested service, or two (2) separate SOQ’s, one for each of the two services requested.

All firms submitting SOQ’s must mail or deliver one (1) original, two (2) copies, one (1) USB drive of each of their SOQs to:

County of Solano
Office of the Treasurer – Tax Collector – County Clerk
Attn: Michael Cooper, Asst TTCCC
675 Texas Street, Suite 1900
Fairfield, CA 94533

SOQ’s should be clearly identified as to which of the service requests they are in response to. All documents required by this RFQ must be received at the above designated location. Packages must be delivered such that they are complete and received NO LATER THAN 3:00 P.M., Pacific Local Time on March 1, 2015 (See ATTACHMENT 2 - Submittal Checklist)

Only responses that include a hard copy will be accepted. Any electronic only submittal will be rejected or disqualified. Timely delivery of the submittals to the County is the sole responsibility of the responding firm. Late receipt of the SOQ’s may be grounds for rejection.

1.02 RFQ Inquiries & Requests for Additional Information

Inquiries regarding the RFQ shall be made in the following way:

By e-mail to:

MRCooper@Solanocounty.com

These inquiries shall be accepted no later **February 6, 2015 at 3:00 PM** local time. Written responses to the inquiries shall be issued no later than **February 13, 2015**.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 5

1.03 Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Part IV. The SOQ shall document the firm's qualifications as they apply to the Work Statement found in Part III.

County of Solano will evaluate all responses using the evaluation sheet in attachment 1. The selection panel may consist of County personnel, any entity retained by the county, other governmental and nongovernmental agencies or anyone as deemed in the best interest of the County. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

1.04 Changes to the Statement of Qualifications

The Statement of Qualifications cannot be changed after the time and date designated for receipt of the submittal.

1.05 Rejection

A Statement of Qualifications may be rejected if it deviates in any substantial respect from the requirements of the RFQ, as determined solely by the County of Solano. Grounds for rejection might include, but are not necessarily limited to, the following:

- A. Submittal is received at any time after the specified time and date set for receipt of SOQ.
- B. An incorrect number of copies of the submittal are received.
- C. Submittal is not prepared in the format described in Part IV.
- D. Submittal contains false or misleading statements or references which, in the exclusive judgment of County of Solano, do not support an attribute or condition contended by the responding firm or if, in the exclusive judgment of County of Solano, the information contained is intended to mislead County of Solano in its evaluation of the SOQ and the attribute, condition, or capability of a requirement of this RFQ.
- E. Submittal is without an original wet-signed cover letter.
- F. Submittal has no Statement of Acknowledgment of review and acceptance (with or without qualification) of the County's Standard Contract Agreement (EXHIBIT A, B and C). The County recognizes that other merchant agreements and contracts may be required as part of the service provision requirements. Copies of anticipated merchant agreements and contracts should be included in the SOQ response.
- G. Submittal is sent in whole or in part by facsimile (fax) or by email or any other electronic method.

1.06 Interviews

Interviews with top ranked respondents will be conducted after the County determines the Top Ranked respondents and before the notice of award, at times mutually agreeable to both parties. All interviews will be conducted at the Offices of the Solano

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 6

County Treasurer – Tax Collector – County Clerk or other alternative location as deemed necessary by the TTTCC.

1.07 Negotiations

Following preliminary selection, the County will begin negotiations with the top-ranked firm(s).

If negotiations with the highest-ranking firm fail, the County will enter into negotiations with the next highest ranked firm(s) and so on.

1.08 Non-negotiable Provisions

Since County contracts are subject to Government and Public Contract Codes, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract Agreement is included (EXHIBIT A, B and C). Responding firms are required to review the County's Standard Contract Agreement Form and accept it with or without qualification. (See *Part IV, Statement of Qualifications Format, Section 5: Contract Modifications*)

1.09 Contract Termination/Duration

As noted in EXHIBIT C, the Contract may be terminated at any time by either party for good cause upon a minimum of 90 days written notice. Physical or Electronic copies of all documents, accounting records, transaction records, and related information shall be provided to the County on an ongoing basis until such time as the services or services are no longer in use.

Per Board Discretion, the initial contract term will be for (5) five years with possible annual extensions for (2) four additional years at the sole discretion of the County; the total contract term is a maximum of (7) seven years.

1.10 Signature of the Firm Submitting the SOQ

The Statement of Qualifications shall include a cover letter signed by an individual who is authorized to bind the responding firm or individual contractually. The name and title of the individual signing the SOQ shall be typed immediately below the signature.

1.11 Other Information

- A. Disposition of SOQs - All materials submitted in response to this RFQ will become the property of the County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the responding firm's expense. One copy of each SOQ shall be retained for official County files and will be a public document.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 7

- B. County Use of Replies - The County has the right to use any or all ideas or concepts presented in any SOQ. Selection or rejection of the responding firm does not affect this right.
- C. Contact for Information - Oral communications by County employees concerning the RFQ shall not be binding on the County and shall in no way excuse the responding firm of obligations as set forth in the RFQ.
- D. Modification or Withdrawal of SOQ - Any SOQ may be withdrawn or modified by written request of the responding firm if such a request is received by the County at the above address before the date set for receipt of the SOQ.
- E. Right to Reject Any or All SOQs - It is the standard practice of the County not to solicit SOQs unless there is a bona fide intention to award a contract. However, the County does reserve the right to reject any or all SOQs. The County reserves the right to terminate proceedings at any time.

PART II - BACKGROUND

2.01 About the Department

The Solano County TTCCC is a combined functions department providing Treasury management services, property tax collection, and various non-court related document related services to the citizens of Solano County.

About the County

Solano County was incorporated in 1850 as one of the original 27 Counties in the State of California (the "State"). Two of the County's seven cities – Benicia and Vallejo – served as the State's Capital in the early 1850's. The City of Fairfield is the County seat. The County has a general law form of government. Its five member Board of Supervisors is elected by district for a four year term of office.

2.02 Overall Goals of Solano

This RFQ is intended to retain the services of an outside vendor or vendors to provide Electronic Payment and Electronic Bill Presentment services.

At the sole determination of the County, the County reserves the right to issue other solicitations for services related to the processing of Electronic Payments and the Presenting of Electronic Bills during the term of the agreement or agreements resulting from this solicitation.

2.03 Pricing Requirements

The County of Solano is subject to statutory limitations and budget constraints that require the use of a pricing matrix approach for the acceptance of electronic payments. For services over which the County has discretionary price control, the County prefers to utilize a cost absorbed model where the County incurs the operating costs, and adjusts the price of goods or services to reflect the cost. In other cases the County does not have discretionary price control, or is mandated to pass on all amounts collected without regard to collection costs. In these circumstances the County prefers to have the vendor

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 8

impose a convenience fee on the payee if appropriate. In some cases, such as tax collection, the TTCCC prefers an end user choice model. In this case the end user is allowed to pay by electronic check at no cost to them, with the County absorbing the expense; or the end user can pay by credit card or debit card and incur a variable or fixed convenience fee. The combination is intended to drive as much traffic as is feasible to the lowest cost delivery channel, while minimizing the out of pocket cost for the County.

Pricing submissions must reflect a matrix of pricing options in terms of absorbed costs by County or convenience fees imposed. If a service being offered requires a specific pricing model, such a restriction should be noted in the response.

2.04 Electronic Payment History

The TTCCC bills and collects approximately 500 million dollars annually in property tax payments. Of this total, 30 million annually is collected through our existing online payments portal. This total is comprised of slightly more than 8 million dollars in credit and pinless debit card payments, at an average ticket size of \$1,200 dollars; and 22 million dollars in electronic check payments, at an average ticket size of \$1,900 dollars.

In addition to online tax payment collections, the TTCCC collects over the counter debit payments for taxes, and debit/credit payments for other services. Other departments and Divisions within the County collect payments online and over the counter for a variety of goods and services. Depending upon the division, the average ticket size can range from \$50 to \$2,000.

2.05 Security Considerations

As a result of the RFQ process, the County desires to implement the highest levels of PCI/EMV and other data compliance standards reasonably achievable. At the same time the County desires to achieve flexibility in terms of where and when card acceptance can take place. SOQ's for Electronic Payment Processing should provide a framework for achieving the optimal balance between these goals.

2.06 Specific Logistical Considerations

The public service counters for the TTCCC, and certain other County Departments, include a security separation in the form of a ballistic material. This separation places a constraint on the size of PIN pads and similar card reading equipment. SOQ response consideration should be given to solutions that address this limitation.

PART III - SCOPE OF WORK

3.01 TITLE RFQ: Electronic Payment Processing

The selected firm or provider shall provide Electronic Payment processing services to include web pages, merchant accounts, terminal connections, mobile applications, and related payment processing systems on an as needed basis to the County of Solano. The County currently has multiple vendor provided web pages linked from county web pages, county owned kiosks, county owned payment applications, county owned payment terminals and related hardware and software for the acceptance of Electronic

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 9

Payments via a multitude of portals and locations throughout the County. The successful SOQ respondent will demonstrate in the SOQ an ability to maintain or replicate existing capabilities and provide a description of how the services can be expanded and enhanced. Ideal respondent will demonstrate the ability to take a proactive approach in developing and assisting in the deployment of new technologies that will improve County processes and reduce duplication of effort or equipment where possible.

3.02 TITLE RFQ: Electronic Bill Presentment

The selected firm or provider shall work with the Solano County TTCCC, and if needed other County Departments, in the implementation of a Bill Presentment solution that allows Tax Payers view and pay an Electronic copy of their bill or bills. Presentment service will also possess the ability for the Tax Payer to maintain a multiyear payment history and a means of initiating e-mail and or text reminders to the Tax Payer when a payment is due. Long term the County envisions that there may be other opportunities within the County for Bill Presentment. As these opportunities arise they will be discussed and potentially implemented with the selected respondent.

As needed the County will work with the selected vendor on other bill presentment processes of which the County may have need.

3.03 Instructions regarding the submission of a single SOQ

If you intend to submit an SOQ for only one of the two services requested, your SOQ response should indicate any firm or firms you are required to or capable of working with for the provision of the other service.

As an example, if you provide Electronic Bill presentment, but to do so you require the use of Electronic Payment Provider X, who may or may not separately respond to this RFQ, this restriction should be clearly articulated in your SOQ response.

3.04 Instructions regarding the submission of two SOQ's

If you intend to submit two SOQ responses, one for each service, it should be clearly noted in your SOQ responses that such is your intention. The separate SOQ responses should each indicate the technological capability of the particular service to function with service providers for the other service outside those of the selfsame firm. The SOQ responses should also indicate any pricing or reporting changes that would be relevant should the County elect to award the two services to separate firms.

If it is the intent of the respondent that the two SOQ's be conjoined in that the work will be conducted as a single service, such should be indicated in each of the SOQ responses. The County recognizes that many respondents may, as a matter of course, prefer an all or nothing approach to providing the services. The County has separated the requests to measure the strengths and weaknesses of each respondent in each area separately. A final determination of separation will be made based on the results of the

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 10

SOQ analysis and in consideration of responding firms desire that the services offered by them be considered a single service.

As an example, if you provide Electronic Payment processing, but are not selected as the Electronic Bill presentment provider, what capability would you have to integrate with the chosen presentment provider assuming they do or do not utilize your payment processing services themselves. The SOQ response should clearly indicate the feasibility and cost of separately contracting for the two services.

3.05 PROVIDER of Electronic Payment Services shall be responsible for the following duties:

- A. Building, maintaining, and hosting web pages, applications, and other electronic media that allow the public to view and pay Property Taxes or other services via credit card, debit card, e-check, and any other payment channel supported by the selected provider and approved by the TTCCC. If available, respondent should present options for County hosting property tax applications, with respondent hosting search and shopping cart options, and options for respondent to provide such services.
- B. Building, maintaining, and hosting web pages or similar interactive applications for use by employees and the public for the collection of payments for certain services including donations, fees, and similar services.
- C. Providing current payee information and transaction records related to payments via a mutually agreed secure communication channel or channels between the provider and the County on a regular basis as required for the conducting and reconciliation of such activities.
- D. As requested, and needed, supply to the County EMV compliant point of sale hardware. The County understands that this equipment will be purchased by the County in a manner similar to any other hardware, where the vendor provides specifications and costs, and the County pays for the equipment at the time of purchase. Preferred respondents will be capable of providing either directly, or through a third party reference, a variety of compliant equipment that can be selected, purchased, and implemented on a best fit for the specific need basis.
- E. Respondent should include a plan or indicate capabilities for arranging compliant hardware referenced above by or soon after October 1, 2015.
- F. Connecting via mutually agreeable secure electronic methods with various kiosks, payment terminals, and other applications as technically feasible for the processing of electronic payments in the form of credit cards, debit cards, electronic checks, and any other form of electronic payment the provider and County may deem a viable alternative. The County has established payment protocols and API interface structures, the preferred provider will indicate their ability and willingness to conform to County standards. Respondent firms should indicate in their SOQ which forms of electronic payment they will support. As an example, Visa, Mastercard, American Express, Discover, Electronic Check, PayPal, Apple Pay, Et Cetera.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 11

- G. Provide the payee an option for creating an account and maintaining payment history showing what they paid for a period of up to 2 years whether a contractual relationship exists between the County and the vendor or not. Vendor should also provide payee an easy to use mechanism for downloading their personal payment history for maintenance by the payee for as long as they wish, or alternatively provide a mechanism whereby the payee can access the information for a period of up to 12 years whether a contractual relationship exists between the County and the vendor or not.
- H. Establishing or working with the County to establish any merchant accounts that may be required for the provision of services.
- I. Providing a back office researching and reporting mechanisms that will allow for the appropriate auditing and reconciliation of all electronics payments. Ideal reporting capabilities should be appropriately robust in terms of capabilities while maintaining a measure of ease of use for the end user.
- J. Providing payment processing services that comply with all PCI, Red Flag and other security and identity theft requirements as may be applicable.
- K. Where allowed by card issuer merchant agreements, developing a flexible service price model that allows the County to designate on a transaction, payment, or delivery channel type basis the method whereby the transaction cost will be paid. Currently the County provides services both in person and online using a variety of cost methods including cost absorbed by County using a flat fee, cost absorbed by County using actual cost, and imposition & collection of a convenience fee upon the cardholder by the payment processor.
- L. Working with the TTCCC and other County Departments in the exploration and potential implementation of alternative payment options as they become available. This is meant to include mobile applications, smart card technologies, and alternative payment channels that may become available. The County does not anticipate implementing each new method or process as it becomes available, but is seeking a vendor who will take a proactive approach to presenting and exploring new services that may improve the overall payment process for the County.
- M. Implementing payment control structures online that to the extent possible reduce data entry errors by payees that result in payment processing errors. This includes the use of duplicate entries for electronic checking information, and the provision of any other on screen instructions or verifications that serve to reduce the payee data entry error rate.
- N. Respondent should indicate capability to provide public facing services in languages other than English. The County does not currently employ the use of such services but is considering their long term feasibility.
- O. Integrate payment processing with third party application vendors shown below with which the County currently maintains a relationship. The respondent is expected to

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 12

contact the third party vendors to determine any migration costs associated with linking respondent's payment engine to vendor's application. Such costs, if any, should be included in the RFQ pricing response matrix with options for County direct payment, and respondent payment of costs, with cost recovery through transaction fee structure.

Department of Resource Management
Park Reservation System
Provided by Art Street Interactive
7770 Regents Rd, Suite 113
San Diego, CA 92122

Payment Processing via Web

Department of Resource Management
Boat Launching Fees
Provided by VenTek International
1260 Holm Road, Suite A
Petaluma, CA 94954

Payment Processing via Kiosk

Department of Resource Management
Permits
Provided by Accela Inc
2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Payment Processing via Web

3.06 PROVIDER of Electronic Bill Presentment Services shall be responsible for the following duties:

- A. Using data provided by the TTCCC; create and populate PDF or similar electronic format versions of property tax bills issued by the County of Solano in an online invoicing manner.
- B. Providing current payee information and transaction records related to payments via a mutually agreed secure communication channel or channels between the provider and the County on a regular basis as required for the conducting and reconciliation of such activities. The County has established payment protocols and API interface structures, the preferred provider will indicate their ability and willingness to conform to County standards.
- C. Establish a structure whereby a payee can elect to establish a payment account that will maintain a record of bills paid, dates paid, dollar amounts paid, and methods of payment for bills paid.

**Request for Qualifications
County of Solano**

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment
Page No. 13

- D. Provide the payee an option for creating an account and maintaining payment history showing what they paid for a period of up to 2 years whether a contractual relationship exists between the County and the vendor or not. Vendor should also provide payee an easy to use mechanism for downloading their personal payment history for maintenance by the payee for as long as they wish, or alternatively provide a mechanism whereby the payee can access the information for a period of up to 12 years whether a contractual relationship exists between the County and the vendor or not.
- E. Establish a structure whereby a payee can group and pay selected bills in a shopping cart format.
- F. Provide an opt in mechanism whereby a payee can elect to suspend the receipt of mailed copies of tax bills. This information will need to be actively communicated to the County or the County's designated agent for the suppression or non-suppression of printed bills.
- G. Provide opt in mechanisms whereby established accounts can be reminded via e-mail, text, or other means of pending bills, their amounts, and due dates.
- H. Implement active e-mail verification that validates the original e-mail address is valid, and notification is provided to the County if subsequent e-mails are noted as undeliverable.
- I. Establishing a secure connection with the County's designated electronic payments provider. The TTCCC recognizes that some responding firms may have an established and required payment processing partner. Responding firms should note such, including the name of the required partner in their SOQ.
- J. As needed, work with the County to develop and implement bill presentment services for other County departments.
- K. Provide real time verification of payment status for payee
- L. Provide marketing support to assist in the roll out and adoption of online bill payment
- M. Provide reporting for statistical analysis purposes.
- N. Respondent should indicate capability to provide public facing services in languages other than English. The County does not currently employ the use of such services but is considering their long term feasibility.

PART IV – STATEMENT OF QUALIFICATIONS FORMAT

In responding to this request for qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform each of the tasks listed and provide services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 14

Cover for Electronic Payment Processing Must be titled:

Statement of Qualifications
for
Electronic Payment Processing

Cover for Electronic Bill Presentment Must be titled:

Statement of Qualifications
for
Electronic Bill Presentment

Table of Contents (Applicable to all SOQ submissions)

Section 1: Summary

- Cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ cover letter shall be typed immediately below the signature.
- Summarize the firm's overall approach in fulfilling the objectives and goals of the contract.
- Summarize the firm's overall approach in providing customer service to both the County and payees. Information provided should include methods of contacting and hours of availability for the County and the Public.
- Name individual(s) that will be directly involved and responsible in carrying out the services listed in PART III of this RFQ.

Section 2: Firm's Level of Experience

Describe in detail, work the firm has directly performed within the past five years on a maximum of ten public sector agencies that demonstrates the firms experience and expertise in providing the services relevant to the SOQ being submitted.

Responding firms who provide other related services to the County, that are not within the scope of this RFQ, should articulate the nature of those services and provide an indication as to ways in which the services can be leveraged to provide additional benefit to the County. Responding firms who offer, but don't currently provide, other related services to the County that are not within the scope of this RFQ, should articulate the nature of the services and any leveraged benefit that could be realized long term.

Section 3: Firm's Level of Technical Experience

- Indicate security measures for the protection of non public information and the prevention of identity theft.

**Request for Qualifications
County of Solano**

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment
Page No. 15

- Specify online technical help information including instant message chat and other similar processes that may be available to assist in the payment process.
- Technical abilities related to the secure delivery of information to the end user in formats preferred by the end user. As an example the ability to deliver information directly to the end users home banking account.
- Technical abilities related to the controlling of payment accuracy. As an example the ability to monitor tax payments for the correct dollar amount or accurate account information being entered.
- Firm's ability to comply with the technical requirements articulated in section 3.05 or 3.06 of the RFQ as applicable.
- Provision of examples, screen shots, flow diagrams, or other related material demonstrating the ease of use for the end user. Depending upon the circumstances the end user may be defined as a member of the public attempting to make a payment, or a County employee attempting to assist in, research, or reconcile payment activity.

Section 4: Cost Proposal

Each SOQ response should provide the County a matrix of pricing options for various services including prices for services on a cost absorbed by County and a Payee convenience fee basis. Proposal will contain a matrix, or other indication, of pricing options available to the County. The pricing should include flexibility that allows the County to work with the provider in selecting those pricing options applicable given the specific product or service being provided.

If a service being provided requires a specific pricing model, such a limitation should be indicated in the SOQ. As an example, if the proposal response is for the provision of Electronic Bill Presentment, and the proposer offers to build, maintain, and operate the system in exchange for the imposition of a convenience fee of X (or X percent) on each credit card payee, and the transactions must be processed by the providers network as designated. These requirements should be clearly indicated in the SOQ.

- The Cost Proposal shall be submitted to the County.
- The Cost Proposal shall include a flexible pricing for services as needed structure that includes options for cost absorption by County and imposition of a convenience fee by service provider.
- Other related cost: Proposal respondent should indicate and include any anticipated travel or other costs intended to be charged to the County as part of the provision of services. If travel or other related costs are not specifically identified and agreed to in the proposal response and contractual award, they shall be deemed the responsibility of the service provider.

Section 5: Contract Modifications

Request for Qualifications**County of Solano**

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 16

Include a statement of acknowledgment that the County's Standard Contract Agreement (EXHIBIT A, B and C) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. The scope of work for the contract will be developed during the negotiation process but will initially be based on the Task List in Section 3.0 of the RFQ. If no modifications to the Agreement are noted, then the County will assume that the Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.

END OF REQUEST FOR QUALIFICATIONS

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 17



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ____ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME _____	AUTHORIZED SIGNATURE _____ DATED _____
SIGNATURE _____ DATED _____	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____
ADDRESS _____	CITY _____ STATE _____ ZIP CODE _____
CITY _____ STATE _____ ZIP CODE _____	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
	Approved as to Form: COUNTY COUNSEL _____ DATED _____

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/19/07

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 18

EXHIBIT A

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 19

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 90 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 21

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|---|--|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$5,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 22

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 23

Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 24

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 25

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 26

clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 27

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 28

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 29

or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 30

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 31

ATTACHMENT 1

EVALUATION CRITERIA

Points	
Experience	30
Experience of the firm in the delivery of services requested	
<ul style="list-style-type: none">• Credentials for services and years of service.• Organizational background.• Listing of principals.• Resumes/biographies of personnel.• Location of offices• Experience in providing Electronic Payment Processing or Electronic Bill Presentment• History of litigation, felonies and bankruptcy.• Experience performing applicable tasks listed in Part III of the RFQ.	
Technical Experience	40
Work the firm has directly performed in the implementation and operation of services requested	
<ul style="list-style-type: none">• Description of technical approach to providing services as requested• Discussion of activities to be performed as described in the Scope of Work• Approach to working with local governmental agency staff.• Description of staffing and qualifications including the percentage of time allocated to the Contract.• Ability to provide interactive support to end users• Design flexibility that will assist in increasing the traffic flow to lower cost delivery channels, and expand the payment options within a given delivery channel• Security and internal controls expertise• Reporting capabilities	
Cost Proposal	30
<ul style="list-style-type: none">• The Cost Proposal submitted to the County.• Pricing matrix including costs and flexibility• The Cost Proposal includes the additional cost if an amendment to the Scope of Work is developed for a specific legislative issue to include, on an individual basis, other local government agencies located within the County.• The Proposer should indicate in the Cost Proposal, whether travel costs to California incurred by the Proposer are included in the Cost Proposal or whether actual costs will be charged to the County in addition to the annual amount in the Cost Proposal.	
Total Points Possible	100

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 32

ATTACHMENT 2

Submittal Check List

SOQ's for Electronic Payment Processing and Electronic Bill Presentment must be completed separately

All items listed below shall be included in submittal package, for each SOQ submitted, at time of delivery to County Offices as per the Request for Qualifications. This list is intended to assist responding firms. It is the sole responsibility of each responding firm to

1. Addressed to: County of Solano
Office of the Treasurer – Tax Collector – County Clerk
675 Texas Street, Suite 1900
Fairfield, CA 94533
Attn: Michael Cooper
2. Received by County no later than 3:00 P.M., Local Time on March 1, 2015
3. One (1) original, Two (2) copies, and one (1) electronic copy on a USB flash drive of SOQ Submittal in format specified in Part IV of RFQ including Cost Proposal.
4. Statement of acknowledgement of review and acceptance (with or without qualification) of the County's Standard Contract Agreement (EXHIBIT A, B, C).
5. Only hard copies of SOQ will be accepted.
6. The Following attachments and or document must be included in response to RFQ:
 - a. Attachment 3, Certification of Compliance Form
 - b. Attachment 4, Non-collusion Declaration Form
 - c. Attachment 5, Reservations
 - d. Attachment 6, Customer References Form
 - e. Others documents/forms as required by RFQ

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 33

ATTACHMENT 3

CERTIFICATION OF COMPLIANCE

RFQ R-0102-15

RESPONDER'S NAME

By indication of the authorized signature below, the responder does hereby make certification and assurance of the responder's compliance with:

- a) the laws of the County of Solano;
<http://www.solanocounty.com/countycode.asp>
- b) Title VI of the federal Civil Rights Act of 1964;
<http://www.usdoj.gov/crt/cor/coord/titlevi.htm>
- c) Title IX of the federal Education Amendments Act of 1972;
<http://www.usdoj.gov/crt/cor/coord/titleix.htm>
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; <http://www.usdoj.gov/jmd/ps/4-1.html>
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; <http://www.ada.gov/pubs/ada.htm>
- f) the condition that the submitted Bid was independently arrived at, without collusion, under penalty of perjury; and,
- g) all contract employees performing services and/or work as a result of this solicitation shall have documented legal authority to work in the United States.
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the Procurement under this IFB.

RESPONDER'S NAME AND SIGNATURE DATE

RETURN WITH SUBMITTAL

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 34

ATTACHMENT 4

R-0102-15

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on (date) _____, (city) _____ (state) _____.

**COMPANY
NAME** _____

RESPONDER'S NAME AND SIGNATURE

RETURN WITH SUBMITTAL

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 35

**ATTACHMENT 5
RESERVATIONS
RFQ R-0102-15**

1. The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County not necessarily to the lowest vendor but to the submittal determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.

Vendors must price on each item separately or as required in this RFQ. Prices must be stated in units as specified in RFQ. All pricing to be rendered in accordance with terms, conditions and specifications as contained in RFQ R-0102-15.

2. **Right of Rejection:**

- a. The County reserves the right, at its sole discretion, to reject any and all solicitations, or to cancel this RFQ in part or in its entirety
- b. The County reserves the right, at its sole discretion, to waive any variances in submittals provided such action is in the best interest of the County.
- c. .The County reserves the unilateral right to amend this RFQ at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion.
- d. Any submittal received which does not meet the requirements of this RFQ, may be considered to be non-responsive, and may be rejected. The County may reject any submittal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
- e. To cancel any award and re-solicit solicitations for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
- f. To cancel any award and re-solicit solicitations in the event services cannot commence with ten (10) days after the specified date for start of work.
- g. To reject any and all submittals considered not to be in the best interest of the County.
- h. To waive any and all minor irregularities in solicitations.
- i. To reduce or increase any specification, in whole or in part due to budget constraints.

VENDOR NAME AND SIGNATURE

DATE

RETURN WITH SUBMITTAL

Request for Qualifications

County of Solano

RFQ R-0102-15, Electronic Payment Processing & Electronic Bill Presentment

Page No. 36

ATTACHMENT 6

R-0102-15

CUSTOMER REFERENCE

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last three (3) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

NAME AND SIGNATURE OF BIDDER'S AUTHORIZED _____
COMPANY NAME _____

RETURN WITH SUBMITTAL