



REQUEST FOR PROPOSAL (RFP)

CASHLESS COMMERCE SERVICES

RFP TTC 2018-01

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**COUNTY OF INYO
REQUEST FOR PROPOSAL
ELECTRONIC PAYMENT PROCESSING SERVICES**

**Inyo County Treasurer-Tax Collector
Independence, California**

1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for any clarification needed before the final due date for questions.
- ✓ Immediately inform the County of any problems with this Solicitation.
- ✓ Be complete in the response.
- ✓ Submit all responses by the required dates and times.

2) INTRODUCTION

The County of Inyo is seeking a qualified firm to provide an electronic payment processing system and services that will integrate with the County's other current and future payment processing systems.

The purpose of the RFP is to secure the services of a qualified firm to process credit card, debit card, and Electronic Funds Transfer (EFT) payments via the Internet, mobile device, telephone Interactive Voice Response (IVR) and multiple Point of Sale (POS) locations.

The County of Inyo intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposal (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's professional services contract form (Inyo County Standard Contract No 116) rather than its own contract form. The contract will include terms appropriate for this project including incorporation of this Request For Proposals, the selected contractor's proposal, and other terms agreed to through the selection and negotiation process. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) termination of contract under certain conditions; (5) indemnification of the County; (6) approval by the County of any subcontractors; and (7) minimum appropriate insurance requirements. A copy of Inyo County Standard Contract #116 is attached as Exhibit C to this RFP. The County intends to award a contract substantially in the form of Standard Contract 116 to the selected contractor.

3) BACKGROUND AND OVERVIEW

The County has numerous departments utilizing various service providers to process credit card, debit card, and Electronic Funds Transfer (EFT) payments via the Internet, mobile device, telephone Interactive Voice Response (IVR) and multiple Point of Sale (POS) locations. The

County would like to utilize one provider, county-wide, to the extent that this is possible. A spreadsheet listing the County Departments currently or known to be planning to accept electronic payments has been included (Exhibit B), listing their annual average activity and their available methods of payment (online, phone, mobile app, in-person swipe). Some departments may wish to absorb the related fees, and others may wish to pass on the convenience fee to the cardholder. Most of the departments are already utilizing the same vendor as the authorized Contractor; however, the County has some departments that are not able to contract with a new or different service provider due to system or existing contract limitations. For instance, the Clerk Recorder is using a vendor through Vital Chek and the Superior Court is transitioning to NCourt. The latter two arrangements are system dependent, and are not part of this solicitation.

Additionally, the County provides programs and services in remote locations with no, or limited or sporadic access to telephone or internet services. Ideally, the selected Contractor will provide services and a system that enables the County to accept PCI-compliant electronic payments in these locations or, alternately, integrate easily and at no cost to the County with a system that provides the County with this capability. For example, the County has staffed solid waste collections facilities near the communities of Bishop, Big Pine, Independence and Lone Pine that currently operate on a cash basis and have limited internet access and no telephone service. In the near future, the County will consider transitioning to a cashless system whereby customers will pay with a credit or debit card, or pre-paid cards that can be purchased on-site (with inventory being limited and monitored). Proposers should address how their services and systems can accommodate this type of cashless policy.

4) SCOPE OF SERVICES

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Contractor shall provide County with a comprehensive, web-based electronic Payment Services which shall be a fully developed application that has the ability to index, extract and display all payment information and collect various types of payments to be held in trust and transferred to County as stipulated herein. Contractor services shall include electronic payments made via IVR and phone based customer service, accessible via a toll-free number, as well as payments made via mobile platforms. Contractor services must be able to integrate with other current or future electronic payment processing systems, and should be able to assist the County in receiving cashless payments in remote locations with no or limited phone or internet services.

In cases where the selected vendor for this project is unable to provide the standard implementation and services required for a new system or service for the County, the vendor must either develop at no cost an interface to provide the payment services, or document in writing that the County will be able to use a different payment vendor that system and that no transactions in that system will be included in the billing from the vendor selected for this project.

County shall have the ability of activating electronic payment options for customers using

Point of Sale (POS) or other online payment methods. The County's Fee Schedule for fees charged at different departments may be changed from time to time and Contractor shall accommodate such changes, accordingly.

Contractor's website and system provisions shall be PCI compliant and meet all industry standards for a secure payment environment. Contractor shall guarantee that Payment System shall be distinctly separate from County and that no privacy and/or personal information shall migrate or trespass from any User to any County system or website.

Contractor's website shall be ADA Section 508 compliant.

Contractor's site and system provisions shall have an expected uptime in excess of 99%.

Contractor shall provide standard reports to County at no additional fee or cost. These reports shall be available to the County Treasurer-Tax Collector and any County Department using the Payment System. County shall be able to request additional customized reports that shall be provided to the County Department at no additional cost or fee.

Contractor shall transfer payment files on a daily basis. While next day credit will be a valued service consideration during the selection process, Contractor shall deliver payments to County **no later** than the 3rd business day following, but not including, the day of the transaction by means of an Electronic Funds Transfer (EFT) to County's designated bank account per agreement in the Model Contract (Exhibit C) which by its reference herein is made part of this contract. See also timeline example below:

MONDAY TRANSACTIONS 9:00 PM PST WILL POST TO COUNTY ACCOUNT
BY THURSDAY 9:00AM PST.

Contractor shall construct payment posting for County synchronized to Pacific (standard/DLS) time such that the day's postings are from 3:00 AM EST (12:00 AM PST) to 2:59AM EST (11:59 PM PST). Contractor shall post to County account(s) the exact amount of actual receipts in hands of Contractor at time of posting. Contractor shall deliver, by email, fax or US Mail, written claim form to County with documented proof of overpayment promptly to County to obtain individual authorization for any ACH debit from County's settlement bank account. Examples of valid overpayments include: duplicate payments; payments refunded to User by Contractor and discrepant payments once verified. **Contractor shall NOT offset any overpayments from future payment amounts due to County.**

Should a payment be received by County in error, County shall contact Contractor by the end of the next business day to begin the refund process of the payment.

Contractor shall contact contracted County contacts prior to ANY changes or testing being made to the Payment System, its interaction, deliverables, timelines or timeliness, or any material alteration that may be perceived or have any consequence to the County and/or County Departments using the Payment System in any manner in accordance with County Contact List incorporated herein. In the event that Contractor is not certain of the implication of a change, Contractor shall contact County and allow County to be prepared in the event there is a consequence.

Prior to going live, Contractor shall provide *at a minimum* one day (8 hours) of over the

phone or other remote training methods for County staff. This training session shall include setup, report creation/modification, local management of County Department payment center requirements, payment tracking, refunds excluding ACH debits, and trouble-shooting using Customer Service or Contractor Reports if needed. Ongoing support shall include follow-up to all of the above, access to a Help Desk and a dedicated Account Manager. Additional training and/or reports shall be provided as required. Contractor shall provide at least 30 days of close oversight to the new application of the Payment System, and any additional electronic service implemented, such as recurring electronic payments. **Contractor shall provide, at no additional cost, in person support to County should all remote methods of correction fail during training and/or setup.**

Contractor shall continue to accommodate the requirements of the County Treasurer-Tax Collector Department's for identifying each processing department's daily electronic receipts and ensure that it integrates seamlessly with each County Department's system during Contract term. There shall be ongoing compliance with all requirements developed in conjunction with this unique application. As part of the required Scope of Services, the ongoing obligations shall be as follows (please comment if this is a negotiation point for your firm):

Description	YES	NO	COMMENT
Contractor shall be compatible with and interface online payments with departmental systems and the county-wide SunGard Financial System. All compatibility shall be coordinated and handled between Contractor and such systems' providers, and shall be at no cost to the County unless separately disclosed and negotiated.			
In cases where the selected vendor for this project is unable to provide the standard implementation and services required for a new system or service for the County, the vendor must either develop at no cost an interface to provide the payment services, or document in writing that the County will be able to use a different payment vendor that system and that no transactions in that system will be included in the billing from the vendor selected for this project.			
Any changes, testing or modifications shall be done in conjunction with County Departments and/or each department's software provider.			

<p>Contractor shall be able to handle all types of online/phone/mobile electronic payment applications, and provide the County with the means to accept electronic payments, including pre-paid cards, at remote locations with no or limited telephone or internet access.</p> <p>Contractor acknowledges the need to handle transactions for systems that are not directly connected to the Internet (telephonic Interactive Voice Response) instead of just online/phone/mobile electronic payments applications, and the County may use another vendor to accommodate unusual payment conditions without incurring any per-transaction costs when conducting transactions with the other vendor.</p>			
<p>Clarification of transaction costs shall be provided to the User at the point of sale, highlighting the convenience fee with an option to void the transaction. Information on how to pay by other methods will also be made available at the point of sale.</p>			
<p>Transactional environment shall be auto-filled on the County's system or online portal, then transferred to Contractor's payment gateway upon User clicking the "Pay by Credit Card" or "Pay by e-check" icon.</p>			
<p>All User personal information shall be kept from entering County site.</p>			
<p>The Contractor's Mobile application/service is included in this contract at no additional cost.</p>			
<p>Contractor agrees there will be no fee debits to County bank account; all charges must be directly billed.</p>			
<p>Contractor shall provide annual evidence of PCI Compliance</p>			
<p>Contractor agrees they are the Merchant of Record. If not, who is designated as such?</p>			

Contractor and County acknowledge that during the period of this contract, technology and systems may advance significantly. Future upgrades may be mutually desirable and may be addressed through written and fully executed amendment to the Contract in accordance with the general terms and conditions cited in the Contract, Terms and Conditions of the Model Contract (Exhibit C).

County Departments that desire to use Contractor's services for a web-based electronic payment services may be added to this agreement by a written and duly executed amendment. County departments are not restricted from using the services of a different contractor if the Department Head determines that this Contractor's services are inadequate or infeasible.

Equipment purchased from Contractor, such as pin pads, will be serviced by Contractor as deemed necessary by County. Defective units will be shipped for repair and a replacement unit sent via overnight delivery through arrangement with Contractor's Support Team (contact phone number to be provided by Contractor).

5) FORMAT FOR PROPOSALS

Responses to the Request for Proposal must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. **The County shall receive all Submissions no later than 7/20/2018 at 5:00 PM.**

The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

- Submissions shall contain one (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper.
- One (1) electronic copy shall also be provided in email, CD or thumb drive format.
- Submissions shall be in the order noted below.
- Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

- i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Respondent's Experience Summary shall be a maximum of eight pages (not including resumes) in length. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Please provide a comprehensive narrative history of the firm and its experience in providing electronic payment processing to government municipalities, counties and departments.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies, including Inyo County, wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number and email address.
 - Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- iv) Firm Capabilities shall be a maximum of six pages entitled "Firm Capabilities", and shall include a description of the proposing Respondent's resources for successfully developing and completing this project. (Resources can include firm's stability, staffing, support services, product quality/availability, method of delivery, etc.) Explain the firm's ability to integrate online/IVE/phone payments with different software systems used by County Departments. Tell us about your report functions, and provide examples (daily/monthly/quarterly/annually).
 - Answer the questions listed on the Questionnaire (Exhibit A). Answers will be utilized in the evaluation/selection process as they apply to each area of the criteria.
 - v) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on the transaction activity for all applicable County Departments and using the pricing grid provided below. Respondent shall provide a schedule of fees for all costs associated with electronic payment processing that are not disclosed on the pricing grid. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the specific purpose and the anticipated total number of

hours should be included along with a not-to-exceed price for the project.

The cost portion of the proposal shall be for a firm price that identifies a breakout of the pricing for each element of the proposed project, using the following grid:

Pricing Grid:

Credit Card Convenience Fee (User Paid)	Credit Card Convenience Fee (County Paid)	E-Check/ACH Fee (User Paid)	E-Check/ACH Fee (County Paid)	Chargeback/NSF Checks (County Paid)	Fully Encrypted Pin Pads with EMV Reader

List any monthly service charges or other costs that are **not** included above:

- vi) Draft Scope of Services shall be identified as “Attachment III – Scope of Services” for incorporation in the Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to demonstrate their understanding of the County’s needs and ability to meet those needs as ds described in Section 4. above, and describe the specific services and systems they will provide to fulfill these needs. The Draft Scope of Services included with the proposal should be substantially in the form of the sample Scope of Services provided in Section 4. of this RFP, beginning on page 4, and MUST address all of the service and system needs and issues described therein, including how the respondent proposes to enable the County to consider accepting electronic payments at remote locations with no or limited telephone or internet service. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Services. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Schedule of Fees.

County Contact Person:

Submit one signed, unbound original and three (3) complete copies to:

Alisha McMurtrie, Inyo County Treasurer-Tax Collector
PO Drawer O
Independence, CA 93526

Submit one electronic version of the submittal to amcmurtrie@inyocounty.us (or provide a CD or thumb drive).

This person will serve as the County's contact person for this project who will also respond directly with the Contractor's project manager for questions, inquiries, and coordination. Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Alisha McMurtrie, at amcmurtrie@inyocounty.us, with "2018-01 CASHLESS COMMERCE SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Wednesday, July 11, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Alisha McMurtrie, via email with "2018-01 SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 15, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact the Inyo County Treasurer-Tax Collector at (760) 878-0312 to ensure their request has been received.

6) SUBMITTAL EVALUATION / SELECTION PROCESS

The selection committee may include representatives from a variety of County departments. The criteria for selecting the Contractor is provided below:

- (1) Experience and References. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- (2) Reporting and System Integration Capabilities. Does the proposal demonstrate PCI compliance, systems integration and effective reporting to meet the County's needs,

including real-time access for assistance from trained company personnel.

- (3) Cost. Is the cost competitive relative to the services proposed, and does processing methodology (no bank account debits, etc.) match County needs?
- (4) Services and Compatibility. Does the firm understand the County's needs and issues and has it developed a relevant and effective approach?

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References:	15%
Reporting and System Integration Capabilities:	25%
Cost:	30%
Services and Compatibility:	30 %
Total:	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the Contractor. Level II may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation/demonstration may be web-based. The County may discuss the proposals and negotiate modifications of the proposal, draft scope of services, terms and conditions and pricing with the prospective firms as a part of the selection process.

7) COUNTY NOTICES

Any questions related to this RFP are to be directed to:

Inyo County Treasurer-Tax Collector
PO Drawer O
Independence, CA 93526

Do not contact other County personnel or selection committee members regarding this project or the selection procedures; doing so will disqualify the respondent from further consideration

All proposing firms responding to this RFP should note the following:

- A. All work performed for Inyo County, including all documents associated with the project, shall become the exclusive property of Inyo County.
- B. Inyo County reserves the right to:
 - 1. Reject any or all submittals;
 - 2. Request clarification of any submitted information;
 - 3. Waive any informalities or irregularities in any qualification statement;
 - 4. Not enter into any contract;
 - 5. Not to select any firm;
 - 6. Cancel this process at any time;
 - 7. Amend this process at any time;
 - 8. Interview firms prior to award;
 - 9. Enter into negotiations with one or more firms;
 - 10. Award more than one contract, if it is in the best interest of the County;
 - 11. Issue similar RFPs or RFQs in the future; or
 - 12. Request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Inyo County.
- E. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Inyo County Treasurer-Tax Collector, PO Drawer O, Independence, CA 93526. Debriefings may be conducted via Email or during a face-to-face meeting at the County offices in Independence, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the County Director of Purchasing, PO Drawer N, Independence, CA 93526. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a

statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within ten (10) working days after the date of the recommended award or denial of award letters.

The County Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County's Director of Purchasing shall be deemed final.

8) MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially the same as Inyo County Standard Contract #116 shown as Exhibit C.

9) DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

10) **TIMING AND SCHEDULE**

All responses to this RFP must be submitted on or before 5:00 p.m. on Friday, July 20, 2018.

Description	Date
Solicitation Publication	May 30, 2018
Final Date to Submit Questions and Requests for Clarification	July 6, 2018
Questions Answered via Addendum(s)	July 11, 2018
RFP Submittals Due	July 20, 2018
Preliminary Evaluation Completed (Level I)	July 27, 2018
Presentation/Demonstration (if desired) (level II)	August 6-10, 2018
Evaluation Completion (Level II)	August 14, 2018
Award of Contract	August 28, 2018

Exhibit A

Questionnaire – Inyo County RFP for Electronic Payment Processing Services

Question	Yes	No	Comments
Can you provide next day credit for credit card payments?			
Will you bill monthly for county absorbed charges if required to do so?			
Will you provide custom reports for each department at no charge?			
Will you provide a means to interface with existing departmental software systems so that online payments can be posted to those systems on a same day basis? If yes, is there a cost?			
Is your online portal set up in such a way that the customer thinks the payment is being made directly to Inyo County (a seamless experience)			
Do you have back-up IVR access if customers are having difficulties making a payment?			
Is your IVR answered "Inyo County" so that the customer believes they are dealing with a county rep to resolve their issue or make their credit card or e-check payment?			
Inyo County does not allow net processing for adjustments, or allow its checking account to be debited. Can you work with this?			
Will you hold the County harmless for all rejected/disputed credit card payments? (No chargebacks)			
Do you have a means of verifying the routing number and account number for e-checks prior to processing the payment?			
What is your turn around time for remitting e-check payments to the county?			
Do you have any monthly or per transaction service charges over and above the convenience fee %?			
Are you willing and able to process individualized department requirements charging the customer vs. fees paid by the County?			(Could be by department, or could be a dollar maximum limit on charges)
How do you propose assisting the County in possibly accepting PCI-compliant electronic payments, or engaging in cashless commerce, at remote locations with no or limited telephone or internet service?			
Do you offer any other electronic processing services you offer? If yes, please tell us about them, including pricing and benefits.			

As the Treasurer for many Local Agencies and Special Districts, are you able to include under the services provided for in this contract, other Districts who have their own Tax Identification Numbers? They are all required to deposit their funds into the County Treasury and we retain custody of the funds and remit all payments through the County Auditor-Controller's Office.			
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Exhibit B

Departmental Annual Breakdown (current active County Departments)

Department	# transaction	\$ transactions	Online	IVR	POS	Mobile
TTC	1256	861,168.44	X	X	X	X
Env. Health	50	13,453.00	X	X	X	X
Museum	531	25,212.02	X	X	X	X
Probation	38	1,816.00	X	X	X	X

Departmental Annual Breakdown: (County Department who **DO NOT** currently accept credit cards)
Services requested:

Department	# transaction	\$ transactions	Online	IVR	POS	Mobile
Planning	75	35,000.00	X	X	X	X
P.W. Building	50	2,500.00	X	X	X	X
P.W. H2O	900	335,000.00	X	X	X	X
Ag	250	80,000.00	X	X	X	X
HHS	500	25,000.00	X	X	X	X
Auditor	1500	84,000.00	X	X		X
Sheriff	300	2,500.00	X	X	X	X
Animal Svcs						
Solid Waste	1000	Unknown	X	X	X	X

EXHIBIT C

SAMPLE AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is:

_____. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from to unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per

diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions.

Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records. County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 5 07172017

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below. County of Inyo Standard Contract - No. 116 (Independent Contractor)
Page 6 07172017

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).
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23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

Department

Street

City and State

Contractor:

Name

Street

City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

//// ////County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 8 07172017

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____**

FOR THE PROVISION OF SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS DAY OF , .

COUNTY OF INYO CONTRACTOR

By: By: Signature

Dated: _____ Print or Type Name

Dated:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF SERVICES
TERM:
FROM: TO:
SCOPE OF WORK:

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ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF SERVICES
TERM:
FROM: TO:
SCHEDULE OF FEES:**

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 11 07172017

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND
FOR THE PROVISION OF _____
SERVICES
TERM:
FROM: TO:
SEE ATTACHED INSURANCE PROVISIONS**