



Contract Number

20-904

SAP Number

## San Bernardino County

Department Contract Representative  
Telephone Number

Bruce Cole  
(909) 387-2148

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Grant Street Group  
John K. McCarthy  
(412) 391-5555  
09/16/2020 – 09/15/2025  
N/A  
3408001000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino (County) desires to provide credit card, debit card, and electronic check payment options via several channels, including the internet, telephone, and in-person transactions, supported through convenience fees paid by payers who utilize the credit and debit cards as a method of payment, or reimbursed by departments/agencies using Central Collections to recover payments; and

**WHEREAS**, the County conducted a competitive process to find Grant Street Group (Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide credit card, debit card and electronic check payment services and have expertise and experience in providing website security, especially related to online and interactive voice response (IVR) banking transactions; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE,** the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

- A.1** ACCT: Central Collections account number for non-tax accounts
- A.2** ACH (Automated Clearing House): A nationwide electronic funds transfer network, which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries
- A.3** API: Application Programming Interfaces
- A.4** APN: Assessor's Parcel Number
- A.5** Associations: VISA, Inc., MasterCard International, Inc., American Express, and Discovery ® Network
- A.6** ATC: Auditor-Controller/Treasurer/Tax Collector
- A.7** County: The County of San Bernardino and initially the following County departments/affiliated entities as may be supplemented from time to time in accordance with paragraph C.30 hereof: San Bernardino County Fire Protection District, Auditor-Controller, Treasurer, Tax Collector, Department of Public Works, Land Use Services Department, Human Resources Department, Fleet Services Department and Public Health Department.
- A.8** E-Check: Electronic check
- A.9** IVR: Interactive Voice Response telephone system
- A.10** Payer: An individual or entity making ePayments
- A.11** NACHA: National Automated Clearing House Association
- A.12** PCI: Payment Card Industry
- A.13** SFTP: Secured File Transfer Protocol
- A.14** Split-Tender Payment: A payment using multiple tender types, including cash, credit card, and/or debit card in a single payment transaction
- A.15** System: The PaymentExpress application and integrated suite of payment software

**B. CONTRACTOR RESPONSIBILITIES**

**B.1 General**

- B.1.1** Contractor's solution shall reflect cost-effective deployment strategies keeping with industry standards and practices, including protection and security of private information and maintenance of public records.
- B.1.2** Contractor shall describe the project management methodology, and the project collaborative platform (issue reporting, tracking, and collaborating tool).
- B.1.3** Contractor's solution shall be implemented using a web service payment Application Programming Interface (API) that is seamlessly integrated with the County's website. Contractor shall provide all payer authentication, enrollment, authorization, payment scheduling, and confirmation in conformance with NACHA Operating Rules.
- B.1.4** Contractor shall integrate with ATC's cashiering system and collaborate with iNovah, system vendor and absorb cost up to \$100,000.

- B.1.5** Contractor's solution should deliver online and in-person payment options designed to improve current service offerings and to provide an initial operational framework. Transaction, settlement, dispute, refund, and deposit information must provide agency and sub-entity detailed information to meet the reconciliation and general ledger reporting requirements.
- B.1.6** Contractor's solution shall be 100% electronic and fully automated, where possible, and must not produce a paper check or result in generation of any other paper forms.
- B.1.7** Contractor shall provide the necessary labor, materials, and system software to enable payers to make tax payments using credit cards, debit cards, and electronic checks.
- B.1.8** Contractor shall provide credit card, debit card, and E-Check payment back-end processing that integrates with the County's front-end hosted systems in real-time, including: web payments, telephone payments via Interactive Voice Response (IVR), self-service kiosks, over-the-counter transactions, and mobile transactions integrating with the County's standards framework.
- B.1.9** Contractor and the service provided to the County will be PCI compliant to ensure the protection and security of private information and maintenance of public records.
- B.1.10** Contractor shall provide websites in both English and Spanish languages.
- B.1.11** Contractor shall be prepared to integrate services within the implementation timeline as mutually established by the County and Contractor. At least thirty days prior to commencing the provision of "live" services, Contractor shall demonstrate to the satisfaction of the County that the System, including reporting, have been thoroughly tested and are capable of providing the electronic payment processing services as detailed in this scope of work. The County may withhold approval of the System for any good faith reason and may require Contractor to make corrections or modifications.
- B.1.12** Contractor shall make available to payers all major credit card brands, debit cards, and E-check options via all of the payment channels described above.
- B.1.13** Contractor shall be responsible for any credit card or ACH/E-check processing fees, interchange fees, royalties, or copyright charges, and shall be responsible for maintaining the standards of acceptance required by each individual credit card company for the term of the contract.
- B.1.14** All credit card number, cardholder name, and expiration date information shall be entered on the Contractor's back-end hosted site. This information shall not be recorded on the County's website or systems.
- B.1.15** Contractor shall provide the County with a detailed implementation plan including detailed schedule, detailed project tasks, and weekly status reports.
- B.1.16** Contractor shall support all types of billing addresses including, but not limited to, international addresses and military addresses.
- B.1.17** Contractor should not propose solutions that require the County to purchase additional hardware or software, or to modify existing hardware or software, outside the scope of this RFP. This requirement does not exclude the use of API.
- B.1.18** Contractor shall provide a method of detecting and preventing duplicate payments.

**B.1.19** Contractor must not allow modification to the amount due passed via shopping cart.

**B.1.20** Contractor shall not have a dollar amount limit.

**B.1.21** Contractor shall monitor service activity and notify the County immediately of any outages.

**B.1.22** Contractor shall incur all expenses associated with implementing PaymentExpress.

**B.2 Electronic Check Validation**

**B.2.1** Contractor shall provide validation in accordance with NACHA regulations of routing and account numbers to ensure that the bank account number entered by the payer exists.

**B.2.2** Contractor shall provide user-friendly website with a detailed check image and user account information guidance, approved by the County, to assist payers in identifying the correct bank account and routing number.

**B.2.3** Contractor shall provide real-time transaction verification and validation of positive bank account balances for E-check payments to reduce non-sufficient funds (NSF) reversals.

**B.2.4** Contractor shall require the user to enter the bank account number twice for confirmation when paying online.

**B.2.5** Contractor shall adhere to all "Check 21" rules where/when applicable.

**B.2.6** Contractor shall provide details of any system offered directly or indirectly to accept payments by E-check, virtual check, or other means whereby the consumer may enter checking account information to pay fees or purchase goods, services, or information. Describe the authorization, capture, and settlement processes for this service.

**B.2.7** Contractor shall accept checks from US bank accounts only.

**B.3 Credit Card Validation**

**B.3.1** Contractor shall validate all required credit card information entered including, but not limited to, card number, name, address (AVS), expiration date, and security number (CVV).

**B.3.2** Contractor shall validate BIN data to outsort any card types not accepted by the County. The card types accepted are at the discretion of the County.

**B.3.3** Credit cards honored by Contractor shall include, but are not limited to, credit cards issued by MasterCard, Visa, American Express, and Discover/Novus, including debit cards and prepaid cards issued by these companies.

**B.3.4** Contractor shall accept international credit cards. Settlement should be US dollars, no foreign currency.

**B.4 Over-the-Counter Payments**

**B.4.1** Contractor shall meet all current regulations and requirements of, including but not limited to, PCI standards, the Visa Government and Higher Education Tax Payment Program and EMV (Europay, MasterCard, and Visa) technology standards throughout the term of the resulting agreement and any renewal periods.

**B.4.2** Contractor shall provide all software for over-the-counter credit card and debit card processing at all County branch locations.

- B.4.3** Contractor shall provide up to thirty (30) additional point-of-sale devices, in addition to the units already in place, at no additional cost to the County.
- B.4.4** Contractor's credit card processing software shall fully interact with the County's cashiering software.
- B.4.5** Contractor's software shall also interact with other industry-standard cashiering applications, should the County transition to a new system.
- B.4.6** Contractor shall provide the ability to accept split-tender payments for in-person transactions processed via the County's cashiering system. A split-tender payment allows the payer to make a payment using multiple tender types, including cash, check and credit/debit card. Contractor shall indicate whether its system has the capability to accept multiple debit and credit cards in a single payment transaction. The County reserves the right to establish policies that limit the acceptance of split-tender transactions.
- B.4.7** The specific county department shall be listed on the customer's credit card, debit card, or checking account statement as the merchant of record for transactions.
- B.4.8** Contractor shall have the ability to prepare a nightly batch file of E-Check transactions, and transmit this file to the County's bank at a time designated by the County.
- B.4.9** Contractor shall support in-person cash payments at a variety of retail locations.
- B.5** **Web/Internet Payments**
  - B.5.1** Contractor shall host back-end credit card processing of property tax payments or other payments payable to the County on its website with security standards to meet all current regulations and requirements of, including but not limited to, PCI standards and the Visa Tax Payment program. Contractor shall integrate with the County's front-end web payment system and shall include links to and from the website of the County.
  - B.5.2** Contractor shall have the ability to prepare a nightly batch file of E-Check transactions, and transmit this file to the County's bank at a time designated by the County.
  - B.5.3** Contractor shall receive an authorization number from the respective card brand before processing a credit card transaction. These transactions shall be processed as "sale" transactions rather than "delayed capture" transactions.
  - B.5.4** Contractor shall allow the payer to pay using another credit card if the first card is not authorized. Contractor shall notify the payer of the "rejection code," if available (e.g. technical communication drops, referrals, and declines), with a payer-friendly, clear explanation of the approval/rejection and next steps.
  - B.5.5** Contractor shall display the payment amount, including convenience fee, and allow payer to review and modify the order/payment information as needed before processing the transaction.
  - B.5.6** Contractor shall provide a receipt of online transactions, with a unique confirmation number, to the payer via a printable web page.
  - B.5.7** Contractor shall provide an option to provide the payment confirmation via email at no additional charge. Any additional information to be provided to the payer must have prior approval by the County.
  - B.5.8** Contractor shall provide an option for the payers to voluntarily subscribe for email or SMS payment reminder or other news releases.

- B.5.9** The web portal should be available in both English and Spanish.
- B.5.10** Web pages shall be seamlessly integrated with the static website as well as the front-end payment system of the County.
- B.5.11** Contractor's system and web pages must be available to payers 24 hours a day, 7 days a week, year round, inclusive of all holidays, and with the exception of scheduled System maintenance periods (normally mid-month between 1:00 am - 3:00 am Pacific Time). The System shall be available and functional for use as described in the Contract 99% of the time as measured on an annual basis, measured as the twelve (12) months beginning each year on the anniversary date of the Contract State Date. System maintenance will not be counted toward any unavailability time period, so long as the County is provided notice at least 48 hours prior to the planned event.
- B.5.12** Contractor-based web pages shall be subject to the advance written approval of the County and shall be consistent in design with the website of the County. Contractor's system shall display disclaimers provided by County on all hosted pages and scripts, provided such disclaimers comply with all applicable federal, state and local laws, and any applicable rules or regulations of the Associations, PCI, NACHA, and Federal Reserve. County shall have the authority to establish and modify messages as needed.
- B.5.13** Contractor system shall support a wide variety and the most commonly used and current versions of internet and mobile device browsers, including but not limited to, Google Chrome, Opera, Internet Explorer, Safari, and Firefox.
- B.5.14** Contractor shall provide an interface for users paying via mobile devices (such as tablets and phones).
- B.5.15** Contractor's System shall recognize incoming traffic via mobile devices and automatically direct them to a webpage formatted for mobile devices.
- B.5.16** Contractor's website shall clearly display the available payment options, and shall allow the payer to select the card type by using a link with card graphics rather than a drop-down menu with card names.
- B.5.17** Contractor's System shall allow payers to navigate using controls within the webpage itself using 'back' and 'forward' buttons.
- B.5.18** Contractor's System shall not allow payers to create user accounts in order to use the system to process property tax payments. The County retains the option to enable this feature in the future.
- B.5.19** Contractor's System shall display disclaimers provided by the County on all Contractor-hosted pages and scripts.
- B.5.20** Contractor's System shall validate credit card type with credit card number entered.
- B.5.21** Contractor's System shall have the ability to issue Automated Clearing House (ACH) credits/debits to payer.
- B.5.22** Contractor's System shall have the ability to cancel the shopping carts that are expired or do not meet certain defined rules and conditions.

**B.5.23** Contractor shall offer payers the ability to store credit card or bank information in a secure digital wallet including Venmo, Paypal and Apple Pay, when these new tenders are supported within the System (PayPal and Venmo estimated to be available in early 2021, and Apple Pay by the end of 2021.)

**B.6 Telephone Payments: Interactive Voice Response (IVR)**

**B.6.1** Contractor shall provide credit card processing services that interface with the County's front-end IVR vendor.

**B.6.2** Contractor shall provide standard IVR scripts to the County for additional edits and approval.

**B.6.3** Contractor shall provide payer support services via the Contractor's toll-free line to the County's payers in both English and Spanish.

**B.6.4** Contractor's back-end telephone credit card processing system shall provide the ability for payers to opt out and speak to a live operator at the Contractor's payer service center.

**B.6.5** If County requires TeleTYpewriter and Telecommunications Device for the Deaf compatibility, County and Contractor will discuss a mutually agreeable implementation timeline.

**B.6.6** Contractor shall provide the ability to re-route the payer to the County's call center after the transaction has been completed.

**B.6.7** Contractor shall provide a unique transaction confirmation number to payers via IVR.

**B.7 Convenience Fee**

**B.7.1** Contractor shall be fully compliant with the requirements of the Visa Tax Payment Program.

**B.7.2** Contractor shall provide fee schedule to enable County to calculate the appropriate fee for varying types of credit/debit card transactions.

**B.7.3** Contractor shall fully disclose the convenience fee to the payer in a clear and concise manner before any transaction via any payment channel is completed, providing the payer with an opportunity to "opt out" of the transaction.

**B.7.4** Contractor's System shall require the payer to accept the convenience fee before a tax payment transaction can be processed.

**B.7.5** Contractor's System shall process two unique transactions for each tax payment. One transaction shall be for the tax payment, and the second transaction shall be for the separate convenience fee.

**B.7.6** Contractor shall be listed on the payer's credit card statement as the merchant of record for the convenience fee transaction.

**B.7.7** Convenience fees shall not be deposited into the bank account of the County. The convenience fees shall be deposited solely in the Contractor's bank account.

**B.7.8** Contractor's System shall process the convenience fee transaction first, then subsequently the property tax transaction. If either amount is declined or rejected, both transactions shall be voided and funds shall be made available for the payer immediately. The payer shall not be charged a convenience fee for a property tax payment that has been declined.

**B.7.9** Contractor shall be able to either independently calculate the convenience fee amount or receive the convenience fee amount from the County's front-end collection system.

**B.7.10** Contractor shall bill ATC - Central Collections for convenience fees.

**B.8 Chargeback and Credits**

**B.8.1** Contractor shall have procedures for handling chargebacks for any reason, including refunds and exception items for all payment methods. Details of options available provided in RFP response.

**B.8.2** Contractor shall obtain the County's approval prior to processing returns, chargebacks, and reversals.

**B.8.3** Contractor shall provide a daily electronic report, available online, of all returned electronic checks, chargebacks, and credit card reversals. Contractor shall provide notice of such items within 24 hours to the County.

**B.8.4** Contractor shall provide to the County all documentation related to processed returns, chargebacks, and reversals.

**B.8.5** Contractor shall only allow refunds initiated by authorized County personnel.

**B.9 Online Reporting and Admin Processing**

**B.9.1** Contractor shall provide real-time posting capability via web service for confirmation of processed payments.

**B.9.2** Contractor shall provide the ability to view and repost the previously sent REST API calls via a web portal.

**B.9.3** Contractor shall provide prior day reporting capability via SFTP or web service.

**B.9.4** Contractor shall provide detail and summary transaction history via a web portal to include daily, monthly, quarterly, and annual reports by date, payment method, payment type, volume, average transaction and other criteria as required by the County.

**B.9.5** Contractor shall provide a portal to allow specified County administrative users to be able to request reversals of payment transactions.

**B.9.6** Contractor shall provide online transaction detail access through the internet, which allows tracking of payment transactions from the beginning of the acceptance process, through batch processing, to final settlement.

**B.9.7** Contractor shall furnish the following reports in electronic format by merchant account and terminal (agency location), to the County:

- Daily transaction detail report that agrees with deposit
- Daily deposit settlement report
- Daily chargeback/adjustment report
- Monthly expense report
- Monthly invoice
- Monthly summary report

**B.9.8** Contractor shall provide up to ten (10) customized online reports as required by the County.



- B.9.9** Contractor shall provide at least three (3) user-defined fields for each transaction that are available to capture data and pass data back to the collection system as specified by the County.
- B.9.10** Contractor shall provide a minimum of five (5) years of transaction history online.
- B.9.11** Contractor shall provide an online ad-hoc query capability with reportable data fields to include the following:
- Name of cardholder
  - Address of cardholder
  - E-mail address of cardholder
  - Bill identifier (Assessor's parcel number, tax type, Central Collections account number)
  - Payment tax type (secured, unsecured, etc.)
  - Date of payment
  - Tax payment amount
  - Payment status
  - ACH reject/return reason
  - Last four digits of account number
  - Payment Type (credit, debit, E-check)
  - Convenience fee payment amount
  - Credit card authorization number
  - Unique payment confirmation number
  - Cashier
  - Cashier batch
  - Collection system transaction ID
  - Ordinance fees
  - Benefit Invoice Number
  - COBRA Record Number
  - Employee ID Number
- B.9.12** Contractor shall provide the ability to query for the payment status via REST API using Transaction ID or Authorization number or confirmation number.
- B.9.13** Online reports provided by Contractor shall have the ability to be downloaded in Excel, Text, or Adobe PDF formats.
- B.9.14** Contractor shall provide the online report writing/building capability including, but not limited to, the ability to drag/drop adding data fields, parameterizing, grouping, filtering, sorting, adding calculations, aggregations, supporting expressions, calculating totals, formatting report layout/items/rows/columns, and ability to download/upload to Excel.
- B.9.15** Contractor shall make available an audit trail of all rejected or declined transactions.
- B.9.16** Contractor shall provide and transmit the daily electronic files of the returned electronic checks and credit card reversals for all or a set of collection points/offices
- B.9.17** Contractor shall provide and transmit the daily export files for integration with the County's systems. This file, at a minimum, shall include the following fields of information for transactions processed during that day:
- Assessor's Parcel Number (APN) or bill number
  - Tax type (secured, unsecured, etc.)
  - Tax year
  - Tax installment (1st or 2nd)
  - Tax amount paid

- Convenience fee paid
- Name of cardholder
- E-mail address of cardholder
- Address of cardholder
- Credit card brand
- Last four digits of credit card
- Expiration date of credit card
- Payment authorization number
- Date and time of payment
- Ordinance fees
- Collection Point or office

**B.10 Technical Integration**

**B.10.1** Contractor will work with the County to provide an electronic interface with the current Internet system.

**B.10.2** Contractor shall provide a technical plan that details their approach, including the following:

- Identify and explain security practices and data encryption methods.
- Identify hosting options of the service and software solution.
- Identify peak transaction volume capacity to handle simultaneous transactions; provide high-water mark expectations.
- Identify practices that provide fault-tolerant fail for communications access and systems components including network servers, backup and recovery, and overall high availability of service.
- Identify testing environments for use with entity application integration.
- Identify beta testing methods and client acceptance methodologies
- Provide information to ensure that system remains operational.

**B.10.3** Contractor shall work with County personnel and with other County vendors to develop interfaces between the County's and the Contractor's payment processing System.

**B.10.4** Contractor shall provide real-time integration including, but not limited to, receipt of transaction data and authorization communication to all collection systems with respect to all credit/debit card and electronic check validation.

**B.10.5** Contractor's interface solution shall be a web based service and follow Service Oriented Architecture (SOA) standards (such as Open Group SOA governance framework, OASIS).

**B.10.6** Contractor's solution shall support a standards-based Enterprise Service Bus (ESB).

**B.10.7** Contractor's solution shall utilize XML for data representation, messaging, and interaction conforming to each collection system and common database of record.

**B.10.8** Contractor shall comply with the County's change management schedule and best practices, standards, and guidelines around security, architecture, firewall rules, and methodology.

**B.10.9** Contractor shall provide dedicated information technology support for implementation, developing interfaces, conversion, and testing mirror processing.

**B.10.10 Accela (EZOP) System Technical Integration**

**B.10.10.1 Accela (EZOP) Integration and Deployment**

**B.10.10.1.1** Contractor shall provide, at no cost to the County, both integration with Accela (EZOP) and deployment to Land Use, Public Works, County Fire, and other departments which use the Accela (EZOP) system during the term of this contract.

**B.10.10.1.2** Contractor shall provide up to thirty (30) additional point-of-sale devices, in addition to the units already in place, at no cost to the County, for use in Land Use, Public Works, County Fire, and other departments which use the Accela (EZOP) system during the term of this contract.

**B.10.10.1.3** Contractor shall assist, at no cost to the County, with the configuration and testing of credit card devices.

**B.10.10.1.4** Contractor shall assist, at no cost to the County, during Go-Live.

#### **B.10.10.2 Online Payments**

**B.10.10.2.1** Contractor shall provide a single “redirect” public site that integrates with Accela (EZOP) automation system as configured for the County. The integration shall work as follows:

1. User begins on County site
  2. User builds a shopping cart by selecting invoiced fee items to pay
    - a. A number of different item types can be paid using this site, which originate from one shopping cart covering multiple system modules.
    - b. All Accela (EZOP) transactions shall share one merchant account for processing these transactions regardless of the module(s) to which fee items belong.
  3. User is redirected to Contractor Payment portal
    - a. URLs for redirect shall be provided during implementation
    - b. Format – browser postback redirect
  4. User chooses the option to pay by credit card / E-check and must pay entire shopping cart amount by the selected payment method.
  5. User enters billing information and submits the payment
  6. Contractor shall return non-sensitive billing information, i.e. payment status, payer name, phone number, e-mail address, etc.
  7. Contractor shall collect the convenience fee directly from the payer.
  8. Contractor shall provide the payer with a receipt that shows convenience fees in addition to the shopping cart total paid.
  9. Contractor shall provide payer with an option to receive an email receipt.
  10. Contractor shall redirect payer back to County site for printing an official system receipt for fees paid.
  11. Contractor shall inform the County of payments completed by:
    - a. Sending a real-time XML “postback” at the time of payment.
    - b. No additional payer action shall be required after formally submitting the payment.
- AND-
- c. Sending a nightly “remittance file” containing information about all of that day’s payments according to the county’s preference.
  - d. The nightly postback file will be used to reconcile against real time payment postbacks.

### **B.10.10.3 “Blind Payment” Site**

**B.10.10.3.1** Contractor shall provide a “Blind Payment” solution where citizens can manually enter account information and amounts to pay. This site would have no interface to any existing County systems.

**B.10.10.3.2** Contractor shall send a nightly “remittance file” containing information about all of that day’s payments according to the County’s preference.

### **B.10.10.4 Over the Counter Payments**

**B.10.10.4.1** Contractor shall provide at no cost to the County up to thirty (30) additional, in addition to the units already in place, PIN Pads equipped with EMV and P2PE (Point to Point Encryption) to process over the counter transactions.

**B.10.10.4.2** Contractor shall ensure that the card processing devices integrated with System shall be able to provide an emailed receipt that includes subtotals for County fees paid and Contractor’s convenience fees.

**B.10.10.4.3** Contractor shall repair or replace any defective equipment at no cost to the County.

**B.10.10.4.4** Contractor shall ensure that swipe transactions can be both:

- 1) Receipted into County permitting system manually by County staff after confirmation of payment success. County will enter a lump fee amount to card device for payment.

-AND-

- 2) Receipted automatically into County Accela (EZOP) permitting system via real-time postback. Itemized invoice system data is passed from County Accela (EZOP) Permitting system to Contractor for processing and postback.

**B.10.10.4.5** Contractor shall send a nightly “remittance file” containing information about all of that day’s payments according to the County’s preference.

### **B.10.10.5 Fund Transfer**

**B.10.10.5.1** Contractor shall transfer funds collected to bank account designated by the County four days following the payment date. County shall transmit payments in one of four (4) ways:

1. A single lump sum
2. Divided by Online vs OTC
3. Divided by Credit Card vs E-check
4. Divided both ways (this results in 3 deposits: OTC CCs, Online CCs, Online E-checks)

**B.10.10.5.2** Contractor shall provide reports to facilitate the County’s internal distribution of these funds (e.g. by dividing them up by item type, system module, or other information passed to Contractor during payment processing).

**B.10.10.5.3** Contractor shall provide access to an FTP site to store copies of reports that are automatically remitted to the County in addition to any other reports scheduled to save to FTP at regular intervals.

#### **B.10.10.6 Beta and Demo Environments**

**B.10.10.6.1** Contractor shall during the implementation and throughout the life of the agreement, provide in addition to the production environment, 2 additional environments ("Beta" and "Demo") for the County to use for testing and training.

**B.10.10.6.2** Contractor shall ensure that the "Beta" environment contains new changes and features that have not yet been promoted to production.

**B.10.10.6.3** Contractor shall ensure that the "Demo" environment runs the same code as production, but has its own copy of the data.

**B.10.10.6.4** Contractor shall ensure that both the "Beta" and "Demo" environments are "refreshed" with production data (to use for practice and testing) on a monthly or more frequent basis.

**B.10.10.6.5** Contractor shall ensure that configurations, user accounts, etc. will be present in "Beta" and "Demo" environments as they are in Production, as these are part of the regular copy of data from Production to "Beta" and "Demo" environments.

**B.10.10.6.6** Contractor shall provide "Dummy credit card" and data for use in the "Beta" and "Demo" environments for testing:

1. Authorized payment
2. Declined payment

#### **B.10.10.7 System Notifications**

**B.10.10.7.1** Contractor shall provide notifications to specific email address in the event that an issue, such as gateway connection issue (inability to postback to County system), planned outages, etc.

**B.10.10.7.2** Contractor to notify County in advance of version upgrades.

#### **B.11 Support**

**B.11.1** Contractor shall provide processing for the minimum volume of transactions.

ATC's volumes are listed in the following table for fiscal years 2014-15 through 2018-19:

<b>Fiscal Year</b>	<b>Credit and Debit Cards</b>	<b>Electronic Check</b>
<b>2014-15</b>	131,551	150,884
<b>2015-16</b>	187,769	159,062
<b>2016-17</b>	175,498	168,826
<b>2017-18</b>	166,717	172,536
<b>2018-19</b>	151,249	174,943

Accela/EZOP (Land Use, Public Works and Fire) has 956 E-check transactions and 12,530 credit cards transactions for fiscal year 2017-2018.

Human Resources processes about 5,000 payments each year.

**B.11.2** Contractor shall provide support to the County for the maintenance of the Contractor's interface with County's payment systems.

**B.11.3** In the event the Contractor's System fails, Contractor shall immediately, upon being apprised of such failure, notify the County and undertake immediate corrective action pursuant to the highest possible priority.

**B.11.4** Contractor shall be responsible for the maintenance, reliability, and security of all its systems related to providing credit card transaction processing services, including the disclosure of all third parties involved in this process.

**B.11.5** Contractor shall document the maintenance, reliability, and security of its systems and such third party systems.

**B.11.6** Contractor shall provide the past year's SLA level achievement and the service downtime/unavailability incident executive report.

**B.11.7** Contractor shall provide the ability to monitor payment volume and traffic.

**B.11.8** Contractor's System shall have the ability to send alert email message to ATC Payment Support based on certain defined rules and logic around the payment frequency/volume, month/day/time of the year, collection point, and office.

**B.12 Settlement and Funding**

**B.12.1** Funds collected by Contractor shall be deemed to be held in trust by Contractor until the funds are deposited into the County's bank account.

**B.12.2** Contractor shall deposit payment amounts directly into the bank account(s) specified by the County. Contractor must be certified to process through the network utilized by the County's commercial bank. Currently, the County banks with Wells Fargo.

- County requires Contractor to provide a unique series of account numbers so there is no consolidation across different billers and no consolidation across different applications for the same biller.
- Contractor must also be able to provide sub-accounts within a single biller application.

**B.12.3** The County requires information with the ACH settlement credit that will enable the County to automatically reconcile the settlement amount to its front-end processing system. The County requires the following:

- Separate ACH transfer for each batch of agency's transactions based on merchant account number.
- A unique number assigned by the system or the merchant that is included with the ACH settlement that allows the identification of the transactions included in the ACH deposit. The number must be provided in the ID=Identification Field of the ACH Detail Record.
- Daily Settlement File

**B.12.4** Contractor shall provide to the County Treasurer a daily Settlement Reconciliation File, which facilitates updating County accounts and automating the deposit reconciliation. The file's merchant/agency amounts and batch information shall correspond to the daily ACH credits. The file shall have, at a minimum, the following components:

- Settlement identifier and amount
- Batch numbers and amounts
- Agency transaction detail numbers, amounts, and payment coding

- B.12.5** Contractor shall provide settlement of funds with the County within 24 hours for E-Check, Visa, and MasterCard, and within 48 hours for Discover, AMEX, and any additional payment cards.
- B.12.6** Contractor shall be able to accommodate a daily electronic check volume of at least \$20 million.
- B.12.7** Contractor is required to comply with all NACHA rules when providing payment services. County requires that NACHA rules be followed for both consumer (WEB) and corporate (CCD) entries.
- B.12.8** Contractor shall be responsible for batching and transmitting daily electronic check payment files in standard NACHA formats to the financial institution as designated by County for clearing and settlement.
- B.12.9** Contractor shall batch deposits daily at a standard time designated by the County.
- B.12.10** Contractor shall be contractually responsible for full risk of loss for any funds received for payments on behalf of County until deposited to the specified County bank account(s). Prior to contract execution, the successful Contractor must supply proof of purchase of a bond from a licensed surety, A-7 or better, naming the County as the beneficiary and documenting an extent of liability coverage initially in the amount of \$1.0 million. Such coverage must remain in effect throughout the term of the Master Contract resulting from this RFP. The amount of the bond will be reviewed periodically, no less than annually, to ensure adequate protection.

### **B.13 NACHA Requirements**

**B.13.1** Funds will be settled through an electronic deposit of gross receipts to the specified Biller bank account(s). Contractor's system must be able to identify Biller funds the next business day following the transaction. Contractor must provide daily settlement to Biller such that the proceeds from the payment and credit records are deposited into the specified Biller bank account(s) no later than 24 hours after the payment and credit records are identified as Biller funds. The method of transfer shall be through ACH.

**B.13.3** Contractor must electronically transmit settlement and remittance advice data directly to the County at least daily per the County's specifications, except for Saturday and Sunday, and the following banking holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day; and allow for customization of its standard remittance file and reports. County requires each days transactions be submitted in a separate file.

**B.13.4** Contractor must electronically transmit remittance advice data directly to the County.

**B.13.5** Contractor must create an ACH file in CCD format on a daily basis that reflects payment amounts and bank account information.

**B.13.6** Contractor must provide all ACH remittance file formats including File Header Record, Batch Header Record, Entry Detail Record, Entry Detail Addenda Record, Batch Control Total, and File Control Record.

**B.13.7** Contractor must allow for customization of its standard remittance file and reports.

**B.13.8** Contractor must comply with all NACHA operating rules regarding payment authorization. The authorization must:

- Be electronically authenticated by Payer, i.e. paper authorization is not allowed.
- Be readily identifiable as an ACH debit authorization and clearly and conspicuously state its terms.
- Include instructions for Payer revocation of recurring entries.

**B.13.9** Contractor must offer “online, non-recurring payment authorization.” Non-recurring payments are defined as one-time charges that will not reoccur in future billing cycles.

**B.13.10** Payer’s banking information must first be verified by Contractor before bills can be paid online. Contractor must comply with all NACHA operating rules that require the Contractor to employ commercially reasonable fraudulent transaction detection systems.

**B.13.11** Contractor must provide County with an electronic process for handling exceptions items, e.g., disputed transactions, NSF transactions, reversals, bank account and routing number changes or updates, ACH returns, Notifications of Change, and billing corrections. The following is addressed in the Contractor’s response:

- The process in place to automatically resubmit returned items; specify number of times resubmit attempts will be made.
- How Contractor will notify Payer regarding bank returns or ACH rejects.
- Length of time for return item notification.
- How County will be notified of rejection.
- How Contractor’s services will help County handle return items.
- How Contractor processes ACH credits/debits for disputed transactions.
- How Contractor sends remittance data for reconciliation of returned items.
- The timing of the posting of return items to County’s bank account.

**B.13.12** Contractor must comply with all NACHA operating rules that require Contractor to employ commercially reasonable fraudulent transaction detection systems. Methods to achieve this include:

- Authenticating Payer’s identity.
- Validating a Payer’s account number structure and routing numbers.
- Scrubbing against a database to verify account number structure and routing transit number are correct; describe how often. Specifically identify and explain the product the Contractor uses and how the Contractor uses it for fraudulent transaction detection.
- Performing calculations to verify check digit format using American Banking Association standards.
- Initiating a pre-notification entry, i.e. zero dollar debit, to Payer’s account during the payment to verify that the account number and routing information is correct prior to approval.
- Providing Biller the ability to view and approve/activate enrollments online.
- Employment of check verification types of services, e.g. negative files, which indicate whether Payer has a history of insufficient funds for checks or ACH activity.
- Requiring Payer to enter account number, routing information, and a “shared secret,” such as driver’s license number or other identification, to verify this information before acceptance of each Internet check payment.



- Prompting a Payer with a series of questions, the answers to which are validated against information contained in the Payer's credit bureau report.

**B.14 Training of County Personnel**

**B.14.1** At mutually agreeable times, and at no additional cost, Contractor shall provide on-site training during implementation for County personnel regarding the business flow of electronic payments, including reporting and processing of payments, chargebacks, and reversals.

**B.14.2** Contractor shall provide a training manual to include a business process flow chart, reporting and query instructions, a glossary of terms, and frequently asked questions.

**B.14.3** At no additional cost, Contractor shall provide continuation training via telephone and/or internet as requested by the County at mutually agreeable times.

**B.15 Dedicated Client Support**

**B.15.1** Contractor shall provide a dedicated client support team, via a toll-free number, to payers for processing questions and exceptions. This team shall be available 24 hours per day, 365 days a year, with a return call made within twenty (20) minutes, to resolve emergency service issues.

**B.15.2** Contractor shall provide an escalation plan relating to payer service response time.

**B.15.3** Contractor shall provide a dedicated client support team to County personnel for administrative and processing issues from 8:00 am - 6:00 pm PST.

**B.15.4** The dedicated client support teams shall be based in the United States.

**B.15.5** The County requires the following information:

- Payer service representatives names and phone numbers
- Supervisor names and phone numbers

**B.16 Geographic Service Area**

Contractor shall provide processing services to County locations throughout San Bernardino County, currently a main location in San Bernardino, and seasonally an additional location in the High Desert.

**B.17 Disaster Recovery**

Contractor shall play an integral part of the County's disaster recovery plan for payment processing operations. Contractor shall provide its policies and procedures for the safeguards for data integrity and security, system capacity, and system reliability.

**B.18 Security and Privacy**

**B.18.1** Contractor shall provide proof of current certification of compliance with the PCI Data Security Standards for all components and systems provided to the County. During the term of the contract, at least an annual confirmation of this certification shall be provided to the County.

**B.18.2** Contractor shall notify the County within 72 hours of any changes to the previously submitted PCI compliance certificate.

- B.18.3** Contractor shall provide proof of a successful security audit pursuant to NACHA operating rules within thirty (30) days of Contractor's receipt of the audit report. The NACHA operating rules require adequate levels of:
- Physical security to protect against theft, tampering, or damage;
  - Personnel and access controls to protect against unauthorized access;
  - Network security to ensure capture, storage, and distribution of consumer financial information.
- B.18.4** Contractor shall ensure that the payer's information is kept confidential and not used for marketing purposes.
- B.18.5** Contractor shall not store, maintain, or make available any payer information outside of the United States of America.
- B.18.6** Contractor shall redirect all sensitive information, such as credit card numbers and bank account numbers, to the Contractor's secure website. The County shall not store or have access to this information.
- B.18.7** Contractor Hardware devices must support latest industry standard protocols, encryption standards, and EMV.
- B.18.8** Contractor shall outline information on security practices and annual security and risk assessments.
- B.18.9** Contractor shall indicate if there have ever been a compromise or security breach and shall provide reports upon request.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. If County does not consent to assignment, County shall have the right to terminate the Contract without cause by providing written notice of termination within 30 days of Contractor's notice of assignment.

**C.4 Reserved**

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's

sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Internship Initiative**

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and**

***Economic Value in the County.*** The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

**C.13 County Representative**

The Purchasing Agent or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.14 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 15 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.16 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.17 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.18 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.19 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.20 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.21 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the

County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.22 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.23 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.24 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.26 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.27 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.28 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.29 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

The County acknowledges that this is a “Software as a Service” Contract, and that there is no transfer to County of title, ownership of, or proprietary rights in: (i) Contractor’s website; (ii) any software, technology, information, and materials used in the development or operation of Contractor’s website (except for information and material provided by the County); (iii) any supporting documentation; (iv) any part of the foregoing; or (v) any customization of Contractor’s website to accommodate Contractor’s requirements (together, the “Proprietary Information”). County acknowledges that Contractor retains exclusive ownership of all Proprietary Information. To the extent that any Proprietary Information is embedded or included within any work product delivered by Contractor hereunder, County will have a royalty-free, non-exclusive, non-transferable license for the term specified in the Contract to use such Proprietary Information only in connection with the intended and authorized use of such work product.

### **C.30 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may, upon agreement of Contractor, at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, and if agreeable to Contractor, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.30.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.30.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

### **C.31 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

### **C.32 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

### **C.33 Relationship of the Parties**



Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.34 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.35 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**C.36 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.37 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 38 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.39 Termination for Convenience**



The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.40 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.41 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**C.42 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.44 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.44 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.45 Reserved**

**C.46 Reserved**

**C.47 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.48 Reserved**

**C. 49. Reserved**

**D. TERM OF CONTRACT**

This Contract is effective as of September 16, 2020, and expires September 15, 2025, but may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

**E.1** County will provide the necessary information technology (IT) resources to assist with project implementation.

**E.2** County will maintain all required communication networks and related equipment and services necessary to support Electronic Payment Services, including without limitation, PIN Debit devices, or similar equipment in accordance with reasonable specifications prescribed by Contractor, which may change from time to time.

- E.3** County will assure the ongoing security/integrity of all equipment used to process transactions, including, without limitation, PIN Debit devices.
- E.4** To the extent County comes into possession of any credit card or debit card information of any Payer, County agrees it will handle such information in compliance with any applicable standards set forth by the PCI Security Standards Council, as amended by the PCI from time to time.
- E.5** In order for Contractor to process Card payments for County, County shall execute a Merchant Agreement with the card processor.
- E.6** Contractor is not liable for chargebacks or other subsequent refusals for settlement initiated by any Payer, or any transactional fees, charges or costs imposed by the card processor, issuer or other third party that may be associated therewith. All such chargebacks and/or refusal for settlement by a Payer will be credited to the Payer.

**F. FISCAL PROVISIONS**

- F.1** The maximum amount of payment under this Contract shall not exceed \$1,675,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- E-Check: \$0.00 (free)
    - Grant Street will pass a fully formatted ACH file to the County's banking services provider.
  - Credit Cards: 2.25% (\$1.95 minimum)
  - PIN Debit Cards: \$3.95 flat fee
  - e-check validation using sources such as positive, negative, and early warning files - per lookup \$0.50
  - e-check validation using real-time transaction verification and validation of positive bank account balances - per lookup \$1.75
  - Cash Payments (Central Collections) at CVS, 7-Eleven, and Family Dollar \$2.99
    - PayNearMe has a \$3,000 monthly minimum charge, which will be paid by Grant Street if Central Collections prints PayNearMe's standard customer notification and barcode on mailed bills.

Except for the Central Collection Division of ATC, the County shall not incur any charges under this contract, as E-Check is free and credit/debit card processing fees are paid by the payer. It is estimated that the Central Collections Division will incur costs of \$335,000 annually; these pass through costs are withheld from collections prior to distribution to clients. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

In the event the Associations or card issuers increase their fees to Contractor, Contractor may modify the fee schedule correspondingly upon a written mutual agreement between Contractor and County. In the event the parties are unable to reach mutual agreement with respect to such increase, each party will have the right to terminate the Contract, or a particular service provided under the Contract, upon forty-five (45) days written notice without further liability to the other party.

**F.2 Reserved**

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. County shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), damages and/or liability arising out of this Contract, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of contract of Contractor, and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services supplied by Contractor in performance of this Contract ("Infringement Claim"). The obligation shall not be applicable to the extent that an Infringement Claim is based upon (i) the County's alteration or modification of the System provided by Contractor; (ii) the County's use of the System in a manner not intended by, or previously approved by Contractor, including combining the System with items not furnished by Contractor; or (iii) the County's failure to use corrections or enhancements made available by Contractor. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any Infringement Claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of an Infringement Claim of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third party claims, actions, losses, damages and/or liability arising out of this Contract, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of contract of Contractor, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. Contractor's obligation to indemnify hereunder shall be conditioned upon County: (a) giving prompt written notice of the claims for which indemnity is request; (b) permitting Contractor to defend the claim, through counsel reasonably approved by County; and (c) providing reasonable cooperation to Contractor, including the provision of information and assistance reasonably necessary for Contractor's defense. County may participate in the defense of any such action, through attorneys of its own choosing, at its own cost and expense.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated

or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers

providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- Products and completed operations.
  - Personal injury.
  - Contractual liability.
  - \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The

claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- G.11.7 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**H. RIGHT TO MONITOR AND AUDIT**

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino  
Purchasing Department  
777 East Rialto Ave 268 W. Hospitality Lane, 1<sup>st</sup>  
Floor  
San Bernardino, CA 92415-0760  
Attn: Bruce Cole*

*Grant Street Group  
PaymentExpress  
339 Sixth Avenue, Suite 1400  
Pittsburgh, PA 15222  
Attn: Daniel J. Veres*



Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO



Curt Hagman, Chairman, Board of Supervisors  
Dated

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

  
Suzanne Bryant, Deputy  
of the County of San Bernardino

B  
y

see attached

Grant Street Group

(Print or name of corporation, company, contractor, etc.)

B  
y

Authorized signature - sign in blue ink

Daniel J. Veres

Name

(Print or type name of person signing contract)

Title Executive Vice President


(Print or Type)

Dated August 20, 2020

Address 339 Sixth Avenue, Suite 1400  
Pittsburgh, PA 15222

FOR COUNTY USE ONLY

Approved as to Legal Form

  
Suzanne Bryant, Principal Assistant County Counsel

Date 9-3-2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

  
Laurie Rozko, Purchasing Director

Date 9-4-2020

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

B  
y

Deputy

Grant Street Group

(Print or type name of corporation, company, contractor, etc.)

B  
y



(Authorized signature - sign in blue ink)

Daniel J. Veres

Name

(Print or type name of person signing contract)

Title Executive Vice President

(Print or Type)

Dated: August 20, 2020

339 Sixth Avenue, Suite 1400  
Pittsburgh, PA 15222

Address

FOR COUNTY USE ONLY

Approved as to Legal Form



Robert F. Messinger, Principal Assistant County  
Counsel

Date

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

Laurie Rozko, Purchasing Director

Date