

City of Anaheim, Public Utilities Department

**Request for Proposal:
Walk-In Payment Agent/Payment Kiosk Services**

Date: July 28, 2010

Primary Contact: Cheryl Gilbert

Response Deadline: August 27, 2010



ANAHEIM PUBLIC UTILITIES

Table of Contents

Overview.....3
 Purpose of the Request for Proposal.....3
 Background.....3

Scope of work.....4
 Minimum Requirements for Walk-In Payment Agent Services4
 Minimum Requirements for Payment Kiosk Services.....5
 Payment Processing and Notification of Payment.....7
 Audits.....7
 Support/Complaint Resolution.....7
 Documentation.....7
 Fees.....8

Administrative.....8
 RFP Contacts and Deadline.....8
 Certificate of Insurance/Indemnity Clause.....9

Evaluation Factors for Award.....9
 Onsite Presentation.....9
 Criteria.....9

Guidelines.....10
 Instructions to Vendors.....10

Detailed Response Requirements.....11
 Company Overview.....11
 References.....11
 Technology Overview.....11
 Development.....11
 Service.....12
 Payment Processing and Notification of Payment.....12
 Audits.....12
 Support/Complaint Resolution.....12
 Fees.....12
 Insurance and Indemnity Provisions.....13

Appendix I.....14
 Insurance.....14

Appendix II.....16
 Indemnification.....16

Overview

Purpose of the Request for Proposal

The City of Anaheim (City), Public Utilities Department (APU) is requesting proposals from qualified and experienced vendors to provide Walk-In Payment Agent (Agent) and/or Automated Payment Kiosk (Kiosk) services that will be used by the City's Public Utilities Department for its Customer Service Division. All interested vendors, whether previously contacted or not, are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

APU's objective is to expand pay-in-person options to its customers.

Background

The City of Anaheim Public Utilities provides the community with electric and water services as well as billing services for other city departments, such as solid waste collection, street sweeping, etc. Customer billing for these services are billed on one "utility" bill. The City's service area includes more than 345,000 residents and approximately 160,000 customers.

Within the 50 square miles of service territory, there is one local office at Anaheim West Tower (located at 201 S. Anaheim Blvd.) to receive customer walk-in payments and other customer service-related inquiries or requests between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding holidays). Credit card payments can be made via an Interactive Voice Response system 24 hours a day. Payments can also be made via the Internet using credit cards or electronic fund transfers.

Customer assistance is provided in English and Spanish, as well as other languages through City employees who are fluent in that language, or a translation service. Special lines are in place for Telecommunication Devices for the Deaf (TDD) to communicate with those who are speech or hearing impaired.

APU uses a Customer Information System (CIS), Version 6.0, developed by Sungard H. T. E., in Lake Mary, Florida. The CIS and Cashiering System (CR) are installed on an IBM AS-400, RISC Processor (iSeries 9406-520) and are based on a proprietary DB2 database. Information can be exchanged via Transmission Control Protocol/Internet Protocol.

It should be noted that APU plans to implement a new Customer Information System within 3 years. A vendor has not yet been selected.

The standard desktop for Customer Service Representatives runs at least under Microsoft Windows 2000 or XP Operating System, Desktop hardware is HP, Pentium IV, 2.8 GHz, 512 RAM, and 40Gb Hard Drive. Network OS is Windows 2003. These computers are maintained by a contractor, HP (formerly EDS).

Scope of Work

APU is seeking the most qualified vendor, which best meets the needs of APU, with the ability to develop, implement, manage, and maintain Walk-In Payment Agent and/or Automated Payment Kiosk services and provide related, on-going services as required such as, payment investigation and resolution, additional payment locations, and system upgrades.

Payment Agents and/or Payment Kiosks would be strategically located for access by APU's customers to provide an alternative to the centralized location at Anaheim West Tower, and outside normal business hours for City offices. APU requires that Agents and/or Kiosks be located throughout Anaheim and neighboring cities, including, but not limited to, Buena Park, Fullerton, Garden Grove, Santa Ana, Orange, and Westminster.

APU is considering a phased-in approach to initially offer only cash payments for its utility customers' bills. Accepting checks for payments will be considered at a later date.

APU's first preference is for Walk-in Payment Agents which would allow an APU customer to interface with a live person. Automated Payment Kiosks or a solution consisting of a combination of Walk-in Payment Agents and Automated Payment Kiosks will also be considered.

The Payment Agent service would have the ability to accept utility bill payments in the form of cash (checks will be considered at a later date) and the ability to electronically transmit said funds and payment information to the City of Anaheim.

The Payment Kiosk service would have the ability to accept utility bill payments in the form of cash, dispense change if appropriate, and the ability to electronically transmit said funds and payment information to the City of Anaheim.

Minimum Requirements for Walk-In Payment Agent Services

The Walk-in Payment Agent Services requires the successful vendor to satisfactorily perform the following services and such others reasonably necessary to implement the Walk-in Payment Agent Services:

1. Develop up to five (with the option of up to twenty [20] or more as needed) Payment Agent locations for APU, throughout Anaheim and neighboring cities, including, but not limited to Buena Park, Fullerton, Garden Grove, Santa Ana, Orange and Westminster. These locations shall be subject to the APU's approval.
2. Provide all necessary hardware, software, physical security, data security, electronic connections, communications and compatibility with APU's systems and system interfaces to establish and fully implement Walk-In Payment services.
3. Through its payment agents, the ability to accept payments from APU customers in the form of cash (U.S.), only for the purpose of making payment(s) on APU customer accounts, and transmit such payment to APU in accordance with APU's requirements for remittance processing and acceptance.
4. The ability for Payment Agents to provide customers with change when the amount tendered exceeds the amount owed.
5. The ability for Payment Agents to provide customers with a paper receipt, to display at a minimum, the utility account number, payment amount, date and time paid, form of payment, and location of the payment agency;
6. The ability to electronically transmit all payments accepted by Payment Agents by Automated Clearing House Network and or wire transfer as "Collected Funds", 100% available to Anaheim Public Utilities in the City of Anaheim's bank account on a next-business-day basis.

7. Successfully test all components to be implemented within 90 days from the contract effective date as directed by APU and to its satisfaction. Vendor will not provide Walk-in Services until successful completion of test.
8. Recruit Payment Agents. All Payment agents must be approved by APU in advance. Provide training and training material for Payment Agents.
9. Provide local field support for Payment Agents.
10. Guarantee accuracy and integrity of Payment Agents.
11. Comply with California state and Federal laws to insure that all information supplied by APU or APU's customers is gathered, maintained, and protected in a secure manner to protect consumer data privacy and all related financial transactions and not disclose said information to third parties without the prior written consent of APU or APU's customer. These laws shall include but not be limited to applicable laws, including, but not limited to the Red Flags Rules of the Fair and Accurate Credit Transactions Act of 2003.
12. Display signage approved by the City of Anaheim, in advance, indicating acceptance of City of Anaheim utility bill payments at the location. Signage must be in English and Spanish.
13. Ensure Payment Agents provide courteous customer service to APU's customers.
14. Bilingual (English and Spanish) assistance for APU customers is required.
15. Provide payment locations which are safe, secure, clean, and meet all requirements of the Americans with Disabilities Act (ADA) requirements. In addition, Payment Agents must be able to implement any future requirements proposed by legislation relative to changes in the ADA.
16. APU reserves the right to approve or reject all payment locations.
17. Collect a reasonable fee (to be specified in the proposal) from customers making payments to cover costs associated with accepting and processing payments (other than the initial set-up fees, which shall be paid by APU). The fee must be stated and the customer must accept the fee before the payment is processed.
18. Provide a real-time method for APU's staff to verify details of payments made to Payment Agents (web-based is *preferred*).
19. Assumes the risk of loss to the APU for APU's funds received by vendor from APU's customers until all monies are received in APU's designated bank account. Vendor shall guarantee payment to APU without the necessity of demand of ALL funds collected by vendor in the amount displayed on receipts generated by the vendor for APU's customers, regardless of the counterfeit nature of monies accepted, embezzlement, stolen, mishandled, misdirected or lost funds.
20. Funds received by vendor on behalf of APU from APU's customers are deemed to be held by vendor for and on behalf of APU. Vendor shall not seek recourse against APU or APU's customers for monies accepted by the vendor from APU's customers.
21. Research and resolve any errors regarding payment application within three (3) working days.
22. Provide daily electronic reports of payment transactions of all Payment Agents.
23. Ensure compliance with contract requirements by Payment Agents.
24. Obtain all permits and licenses necessary for operation.
25. Resolve bill payment issues arising from the services provided by vendor. These disputes shall be resolved to APU's satisfaction.

Minimum Requirements for Payment Kiosk Services

Payment Kiosk Services requires the successful vendor to satisfactorily perform the following services and such others reasonably necessary to implement the Payment Kiosk Services:

1. Develop up to five (with the option of up to twenty (20) or more as needed) Payment Kiosk locations for APU, throughout Anaheim and neighboring cities, including, but not limited to Buena Park, Fullerton, Garden Grove, Santa Ana, Orange and Westminster. These locations shall be subject to the APU's approval.
2. Obtain agreements to place the kiosks on private property without APU's assistance.
3. Provide all necessary hardware, software, physical security, data security, electronic connections, communications and compatibility with APU's systems and system interfaces to establish and fully implement Kiosk Payment services:

4. Through its payment kiosks, the ability to accept payments from APU customers in the form of cash (U.S.), only for the purpose of making payment(s) on APU customer accounts, and transmit such payment to APU in accordance with APU's requirements for remittance processing and acceptance:
5. The ability for Payment Kiosks to provide customers with change when the amount tendered exceeds the amount owed;
6. The ability for Payment Kiosks to provide customers with a paper receipt, to display at a minimum, the utility account number, payment amount, date and time paid, form of payment, and location of the payment agency;
7. The ability to electronically transmit all payments accepted by Payment Kiosks by Automated Clearing House Network and or wire transfer as "Collected Funds", 100% available to Anaheim Public Utilities in the City of Anaheim's bank account on a next-business-day basis.
8. Successfully test all components to be implemented within 90 days from the contract effective date as directed by APU and to its satisfaction. Vendor will not provide Payment Kiosk Services until successful completion of test.
9. Provide local field support for Payment Kiosks.
10. Guarantee accuracy and integrity of Payment Kiosks.
11. Comply with California state and Federal laws to insure that all information supplied by APU or APU's customers is gathered, maintained, and protected in a secure manner to protect consumer data privacy and all related financial transactions and not disclose said information to third parties without the prior written consent of APU or APU's customer. These laws shall include but not be limited to applicable laws, including, but not limited to the Red Flags Rules of the Fair and Accurate Credit Transactions Act of 2003.
12. Screens utilized by Payment Kiosks for processing of payments should be easy to understand and navigate and must be approved by APU.
13. Default payment screens should be in English. The same screens must be provided in Spanish, as an option.
14. Display signage approved by the City of Anaheim, in advance, indicating acceptance of City of Anaheim utility bill payments at the location. Signage must be in English and Spanish.
15. Provide payment locations which are safe, secure, clean, well-illuminated, and meet all requirements of the Americans with Disabilities Act (ADA) requirements. In addition, Payment Kiosks must be able to implement any future requirements proposed by legislation relative to changes in the ADA.
16. Provide a toll-free number for APU customers to call if they experience difficulty using the Kiosk, the payment is rejected, or correct change is not returned. The toll-free number must be staffed at all hours the Kiosk is available to the public, and assistance must be available in English and Spanish.
17. Maintain Kiosks in good working order; make necessary repairs within 2 (two) business days to APU's satisfaction
18. Kiosks must be maintained to be free of graffiti or other inappropriate markings and must be clean and neat.
19. APU reserves the right to approve or reject all payment kiosk locations.
20. Collect a reasonable fee (to be specified in the proposal) from customers making payments to cover costs associated with accepting and processing payments (other than the initial set-up fees, which shall be paid by APU). The fee must be stated and the customer must accept the fee before the payment is processed.
21. Provide a real-time method for APU's staff to verify details of payments made to Payment Kiosks (web-based is *preferred*).
22. Provide daily electronic reports of payment transactions of all Payment Kiosks.
23. Assumes the loss to the APU for APU's funds received by vendor from APU's customers until all monies are received in APU's designated bank account. Vendor shall guarantee payment to APU without the necessity of demand of ALL funds collected by vendor in the amount displayed on receipts generated by the vendor for APU's customers, regardless of the counterfeit nature of monies accepted, embezzlement, stolen, mishandled, misdirected or lost funds.

24. Funds received by vendor on behalf of APU from APU's customers are deemed to be held by vendor for and on behalf of APU. Vendor shall not seek recourse against APU or APU's customers for monies accepted by the vendor from APU's customers.
25. Research and resolve any errors regarding payment application within three (3) working days.
26. Ensure compliance with contract requirements by Payment Kiosks.
27. Obtain all permits and licenses necessary for operation.
28. Resolve bill payment issues arising from the services provided by vendor. These disputes shall be resolved to APU's satisfaction.

Payment Processing and Notification of Payment:

This section is applicable to both Walk-in Payment Agents and Payment Kiosk Services.

- Ability to scan bill payment stub, or manually input account number for account information.
 - Ability to scan payment stubs at kiosk locations is desired, but not required. The ability to manually input the account number is required.
- A daily accounts receivable (A/R) file, compatible with the City's Cashiering System, must be developed to ensure that each customer account is appropriately credited subsequent to payment. The A/R file (of all payments received by all payment agents since the last transmission of data) will be sent to the City by 8:00 a.m. Pacific Time each business day.
- Support the production of system reports and the ability to export data in a standard format for custom reporting through an electronic remote query.

Audits:

- Anaheim reserves the right to periodically audit vendor's procedures, internal controls of financial systems, and examine any record or documentation related to all matters covered in this RFP, to Anaheim's satisfaction.
- Vendor agrees to pay cost of audit, if Anaheim uses an outside auditor.
- Respondent will agree to fully cooperate with any such audit(s).

Support/Complaint Resolution:

- At any time during normal municipal business hours (and at no additional charge or expense to APU) the Vendor shall provide the status of Payment Agent/Kiosk operational matters to APU, and be available for consultation and resolution of any complaints which may be generated from the Vendor's Payment Agent/Kiosk activities or practices.
- Complaints and inquiries must be resolved to APU's satisfaction.

Documentation:

The following documentation will be provided to APU prior to implementation of Walk-in Payment or Payment Kiosk Services:

- A list of Walk-in Payment Agents and/or Payment Kiosks
 - The list shall contain the names of establishments, their locations (including nearest cross street) and hours of operation, and specify if the location is a walk-in agent or kiosk.
 - The list shall be updated whenever there is a substantive change
- Overview of training provided to Payment Agents
- Sample screen shots for Kiosk solutions
- Descriptions of base and custom system functionality
- Overview of work flow

- Descriptions of reporting capabilities

Fees:

The response shall include:

- Any and all fees to the customer;
- Any and all fees to APU, such as start up, annual maintenance and monthly costs.

Additional Items:

- Software/Hardware Upgrades:
 - Respondent must make required upgrades to hardware/software in compliance with the Sungard H.T.E. Inc., Customer Information and Cash Receipts System used by the City of Anaheim.
 - Respondent must make required upgrades to hardware/software in compliance with software selected by Anaheim to be implemented in approximately 2013.
- Additional/Replacement of Agents/Kiosks:
 - Ability to add or replace Payment Agents and/or Kiosks within ninety (90) days upon request by the City of Anaheim.
- Successful vendor will be required to carry a fidelity bond covering all officers and employees of Vendor, as respects their involvement with the City's account, with appropriate language making the City of Anaheim a direct beneficiary of the bond, in the event of a fidelity loss involving City's funds; the principal amount of such bond shall be not less than \$500,000.00.
 - Bond documents must be provided to APU prior to implementation of Walk-in Payment or Kiosk Payment Services

Administrative

RFP Contacts and Deadline

Please submit four (4) hard copies of the final RFP response/proposal to be delivered by 5:00 p.m. Pacific Time, on August 27, 2010 to the contact listed below. Responses will not be accepted by e-mail.

Proposals received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Late proposals will not be evaluated for award.

Proposals must follow the prescribed format. Incomplete proposals, or proposals which do not follow the format, will not be considered.

All questions regarding this RFP shall be made by e-mail no later than 5:00 p.m. Pacific Time, on August 13, 2010 and will be answered by August 20, 2010. Questions will be answered via email with both the questions and answers sent to all respondents.

RFP contact:

**Cheryl Gilbert
Customer Service Manager
City of Anaheim
201 S. Anaheim Boulevard, Suite 107
Anaheim, CA 92805**

Phone: (714) 765-4125
Facsimile: (714) 765-4699
E-mail: cgilbert@anaheim.net

Certificate of Insurance/Indemnity Clause

The Agreement between ANAHEIM and the successful Proposer will contain Anaheim's standard insurance provisions for agreements of this type. This language is set forth in Appendix I (attached).

The Agreement between ANAHEIM and the successful Proposer will contain ANAHEIM's standard indemnification provisions for agreements of this type. This language is set forth in Appendix II (attached).

Anaheim is to be named as an Additional Insured on these insurance policies. Proof of insurance is not required to be submitted with your proposal, but will be required prior to Anaheim's award of the contract. All certificates of insurance and required endorsements shall be filed with and approved by Anaheim prior to starting any work under the agreement. All certificates of insurance and required endorsements must be issued to the same name as the entity with which Anaheim enters into an agreement.

Evaluation Factors for Award

Onsite Presentation

As part of the RFP process Vendor may be required to present its company's ability to provide Walk-In Payment Agent and/or Kiosk services at the City of Anaheim Public Utilities building located at 201 S. Anaheim Blvd., Anaheim, California, 92805. The presentation will allow the Vendor to demonstrate its services and give the Department a chance to better evaluate its capabilities in detail. Under no circumstances shall the City be liable for any costs incurred by the respondents in replying to this RFP, including providing a demonstration of their proposed service, and any such costs shall remain the sole responsibility of the responding firm.

Criteria

Any award made pursuant to this RFP will be based upon the Vendor's proposal with appropriate consideration given to functional, technical, business, cost, and management requirements. Written proposals which satisfy all requirements specified in this RFP will be evaluated. The intent is to assess the ability of the Vendor to provide Walk-In Payment Agent and/or Kiosk services and its associated requirements. Ultimately, APU will select the vendor who best meets the needs of the APU. APU may request additional information from any of the Vendors submitting proposals. The following criteria will be used in evaluating proposals and in the selection of a Vendor:

1. Completion of all required responses in the specified format.
2. The respondent's stability, experience and record of past performance in delivering such services.
3. For a Payment Agent solution: Availability of sufficient high quality personnel with the required skills and experience for the specific approach proposed. For a Payment Kiosk solution: Availability of proven technology with the required specifications for the specified approach proposed.
4. The specific methods to be employed by the vendor to perform the service
5. Willingness to act in the capacity of a Vendor with APU.
6. The qualifications of specific individuals who will perform the project.

A maximum score of 100 points is possible in the evaluation procedure. Points will be awarded as follows:

Extent vendor meets the criteria	25 points
Positive references for like work	20 points
Extent vendor meets minimum requirements	30 points
Fees	25 points
Total Points	100 points

Proposed costs shall be firm for a period of ninety (90) days from the RFP due date.

Although the compensation proposed by respondent will be a factor in evaluating proposals, the contract will not necessarily be awarded to the respondent with the lowest proposed cost. Pursuant to City of Anaheim Council Policy Number 4.1 (formerly Anaheim Council Policy Number 401), technical consultant services are of a professional nature and do not readily fall within the competitive bidding process.

Guidelines

Instructions to Vendors

Prospective Vendors should carefully review the contents of this RFP, including all attachments to ensure that their proposal package fully demonstrates their ability to deliver the required services.

Information in this RFP is accurate to the best of APU's knowledge but is not guaranteed to be correct. Vendors are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with the City.

Only written qualifications and proposals shall be considered. All materials submitted shall become a part of the proposal, and may be incorporated, in part or entirety, into the final agreement between the City of Anaheim and the selected Vendor.

Where two or more firms desire to submit a single proposal as a response to this RFP, they shall do so on a prime-contractor basis rather than as a joint venture. APU intends to contract with a single firm or firms and not with multiple firms responding in the form of a joint venture. NOTE: APU may enter into an agreement with one firm for Walk-in Payment Agents and another firm for Payment Kiosks; it is not our intention, at this time, to contract with more than one firm for identical services.

Submission of a proposal constitutes acknowledgement that the Vendor has read and agrees to be bound by the terms and specifications of this RFP and any addendum subsequently issued prior to the due date for the proposal.

Any work performed by a Vendor in connection with evaluating and responding to this RFP and, if selected, negotiating a definitive agreement, will be at the Vendor's own discretion and expense. Under no circumstances shall the City be liable for any costs incurred by the respondents in replying to this RFP, and any such costs shall remain the sole responsibility of the responding firm.

APU reserves the right to reject any proposal submitted in response to this RFP for any reason without cause. At any time, APU may, at its discretion and without explanation to the prospective Vendors, choose to discontinue this RFP without obligation to such prospective Vendors. APU reserves the right to suspend this RFP or to issue a new RFP that would supersede and replace this one.

The use of the term "bid" in a proposal shall be considered synonymous with the term "proposal".

A proposal selection committee will review and evaluate all proposals for responsiveness to this request and will recommend awarding a contract, if any.

Detailed Response Requirements

The purpose of the Detailed Response Requirements section of the RFP is to allow each Vendor the opportunity to describe how their services might best meet APU's needs. Response is required, for each bulleted item, in the associated Vendor Comments box. The Vendor will confine its submission to those matters sufficient to define its proposal, and to provide an adequate basis for APU's evaluation of the Vendor's proposal. The Vendor shall ensure that ALL responses are made in accordance to the requirements and instructions stated in this RFP. Failure to adhere to the requirements and instructions may cause disqualification from the RFP process.

Company Overview

- Provide the name of your organization and all appropriate contact information for the person authorized to contractually bind the organization for any proposal submitted in response to this RFP.
- Provide a brief history of your organization to include, at a minimum, the year established, the market segments (commercial, government, etc) where your business focuses, and experience in offering Payment Agent and/or Payment Kiosk services.

Vendor Comments:	
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References

- Provide three (3) current references, including company name, contact name, title, address, telephone number, and client relationship summary.

Vendor Comments:	
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Vendor Comments:	
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Vendor Comments:	
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Technology Overview

- Please be specific in describing your organization's interface experience with Sungard H. T. E. Inc., Customer Information/Cashiering systems.
- Define and describe any processing platform Anaheim would need to provide to facilitate and or expedite the daily transfer of funds.
- Provide an overview of the technologies associated with your proposal, including, but not limited to, the following: hardware and software requirements, compatibility to APU's technology and data security.
- Describe disaster recovery procedures relating to electronic payment data and files.

Vendor Comments:	
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Development

- Describe the timeline, testing, and events involved, from beginning to end, to implement initial and subsequent Payment Agent/Kiosk locations for APU.
- Describe how your firm will accomplish all the items under Minimum Requirements.
- Describe your organization's controls to ensure that Walk-in Payment and Payment Kiosk locations which have not been approved by APU do not accept APU payments.

Vendor Comments:	
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Service

- Describe how your firm will perform the items under Minimum Requirements.
- Describe the timeline from when a customer makes a payment to a Payment Agent/Kiosk to when the money would be deposited and funds available in APU's bank account.
- What method would your organization use to facilitate and or expedite the availability of funds to Anaheim?
- What percentage of your Payment Agents are bilingual in English and Spanish?
- Do your kiosks offer both English and Spanish messaging?
- Describe how funds received at payment locations are transmitted to financial institution.
- Would Anaheim be required to open a bank account at your organization's bank in order to facilitate and or expedite daily transfer of funds?
- If counterfeit money was inadvertently accepted at one of your payment agent locations, would your organization still guarantee full payment of funds to Anaheim?
- Describe how APU staff would be able to verify, in real time, if a customer paid a Payment Agent or made a payment at a Kiosk.

Vendor Comments:	
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Payment Processing and Notification of Payment

- Describe how your firm will perform the items under Minimum Requirements.
- Anaheim's walk-in customers may forget to bring their remittance stub with them or may not remember their utility account number. In this scenario, what would your organization require from Anaheim to verify account information and process their payment? .

Vendor Comments:	
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- Anaheim's customers, using a Kiosk, may forget to bring their remittance stub with them or may not remember their utility account number. In this scenario, what would your organization require from Anaheim to verify account information and process their payment?

Vendor Comments:	
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Support/Complaint Resolution

- Describe how your firm will perform the items under Minimum Requirements.

Vendor Comments:	
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Fees

- Please provide your organization's fee schedule for the following:
 - Customer fee for payment service.
 - Set up costs.
 - Wire transfer of funds.
 - Automated Clearing House Network transfer of funds.
 - Maintenance fees.
 - Monthly or annual fees.
 - Upgrades.
 - Additional/Replacement of Agents/Kiosks.
 - Any other fees the customer or APU would be responsible for.
- Please explain how Payment Agents receive their portion of the convenience fee.
- For Kiosk solutions: please explain how space is rented/leased for kiosk placement. Are any other fees paid to the property owner?
- Would your organization require Anaheim's customer base to generate a minimum number of payment transactions per day, week, month, etc. in order to avoid a monthly cost? If so, what is that minimum number of transactions? What would be the cost if the minimum were not met?
- If a proposer has any concerns in regards to providing a fidelity bond and naming the City of Anaheim as beneficiary, proposer shall identify these concerns in the space provided below (use an extra page if necessary).

Vendor Comments:	
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Insurance and Indemnity Provisions

These provisions are set forth in Appendix I and II. Read each lead-in paragraph to these provisions carefully. If a proposer has any concerns regarding any of the City's insurance or indemnity language or requirements that would render the proposer unable or unwilling to enter into an agreement with City, proposer shall identify these concerns in the space provided below (use an extra page if necessary). Be specific. Deviations from the City's standard language may be considered by City in its evaluation of the responsiveness of a proposal.

Vendor Comments:	
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Appendix I

Standard Insurance Language

Note: The following represents City's standard language for the insurance provisions in its contracts of this type. With few exceptions, the language in the final agreement will be as shown here. If a proposer has any concerns regarding any of the City's insurance language or requirements which would render the proposer unable or unwilling to enter into an agreement with City, proposer shall identify these concerns in its proposal. Be specific. Deviations from the City's standard language may be considered by City in its evaluation of the responsiveness of a proposal.

Section 1. INSURANCE

Without limiting ANAHEIM's right to indemnification, it is agreed that CONTRACTOR shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California statutes and Employers Liability in an amount not less than \$1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, written on an occurrence form. This general liability insurance shall also provide coverage for any claims presented against the City that arise out of the premises, actions, errors, omissions, or willful misconduct of Payment Agents, and/or their respective officers and employees, that involve a member of the public (or a City employee) conducting, or attempting to conduct, with any Payment Agent, any of the business that is the subject matter of, or described in, this Agreement.

Comprehensive Automobile Liability Coverage including – as applicable – owned non-owned and hired autos, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit; provided, however, that coverage for Payment Agents is not required if said Payment Agents do not utilize a vehicle in performing their duties relative to this agreement.

ANAHEIM's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in ANAHEIM's best interest.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

“This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days notice.”

Each insurance policy required by this Agreement, except policies for Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by CONTRACTOR pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, and representatives are added as additional insureds as respects the acts, omissions, operations, and activities of, or on behalf of, the named insured, in regard to products supplied, or work or services performed for, or related to, the City of Anaheim."

Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, including the applicable clauses and/or provisions referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide ANAHEIM (i) endorsements to the insurance policies which add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise provided for in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California and (ii) possessing an *A. M. Best's* rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONTRACTOR shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action

In addition to other remedies ANAHEIM may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

- A. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
- B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing contained in this Insurance Section shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, (or CONTRACTOR's contractors, subcontractors, Payment Agents) performance of the work covered under this Agreement.

Appendix II

Standard Indemnification Provision

The following represents the City's standard language for the indemnification, defense, and hold harmless provisions in contracts of this type. With very few exceptions, the language in the final Agreement will be as shown here. If a proposer has any concerns regarding any of the City's indemnification language which would render the proposer unable or unwilling to enter into an agreement with the City, proposer shall identify these concerns in his proposal. Be specific. Deviations from the City's standard language may be considered by City in its evaluation of the responsiveness of a proposal.

[Note: Proposer should also be aware it is the City's practice not to enter into agreements that contain a limitation of liability provision.]

Section 2 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend (at ANAHEIM's option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONTRACTOR's (or CONTRACTOR's contractors', subcontractors', or Payment Agents') (i) acts, errors, or omissions, (ii) performance or failure to perform, (iii) goods or services provided, (iv) premises, or (v) work performed by, or on behalf of, CONTRACTOR, relative to this Agreement; except for those Claims which arise out of the sole negligence or willful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONTRACTOR, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.