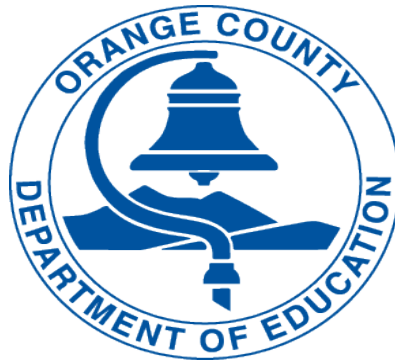


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposals (RFP)
Number 23-21**

ONLINE PAYMENT SYSTEM SERVICES



PROPOSAL DUE DATE

Monday, April 15, 2024 at 2:00:00 p.m. PDT

SUBMIT PROPOSALS TO:

Patricia McCaughey
Director, Business Operations
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. BOX 9050
Costa Mesa, California 92628-9050
Email: pmccaughey@ocde.us

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**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS (RFP) NUMBER: 23-21
ONLINE PAYMENT SYSTEM SERVICES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified firms to provide online payment system services for Superintendent and Orange County school districts.

Proposals must be received by mail or in person in a sealed envelope or package no later than **2:00:00 P.M. PDT on Monday, April 15, 2024**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, P.O. Box 9050, Costa Mesa, California 92628-9050. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the Superintendent’s RFP documents and specifications are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The Superintendent reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the Superintendent to select the firm which in his/her opinion will best serve the needs of the Superintendent.

Proposals submitted by qualified firms shall be at no cost or obligation to Superintendent. No firm may withdraw its’ proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to the Superintendent’s RFP documents.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Patricia McCaughey, Director, Business Operations via email only at pmccaughey@ocde.us no later than **10:00:00 A.M. PDT on April 5, 2024**. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent’s website. General information regarding the Superintendent is available via www.ocde.us.

By: Patricia McCaughey
Director, Business Operations

Publication: Orange County Register
Date Published: March 22, 2024 and March 29, 2024

INFORMATION FOR BIDDERS

I. General Information

The Orange County Superintendent of Schools (Superintendent) is located in Southern California and serves some of Orange County's most vulnerable student populations and provides support and mandated fiscal oversight to twenty-eight (28) school districts serving more than 600 schools and approximately 475, 000 students. In addition to providing direct instruction to students through its own alternative and special education programs, the Superintendent administers an array of programs and services that are critical to the operations of local school districts and community colleges, facilitating professional development, legal guidance, payroll, career and technical education support, high-speed internet access, Local Control and Accountability Plan assistance and approval, resources for families, and student enrichment.

We are dedicated to the fundamental human values of respect, responsibility, integrity, and professional ethics. Our priority is service to students, schools, districts, families, and community members. We provide a safe, caring, courteous, and professional environment that fosters collaborative work and individual development for our employees. We hold ourselves and each other accountable for the highest level of performance, efficiency, resource management, and professionalism.

II. Project Summary

The Superintendent is seeking proposals from experienced and qualified firms to provide online payment system services to support the operations of Superintendent and participating Orange County school districts.

To support the operations of both Superintendent and Orange County school districts , the Superintendent currently leverages an Online Payment System that facilitates disbursements to internal and external vendors via paper checks, vCard, as well as Automated Clearing House (ACH) channels. With the imminent expiration of the current Online Payment System contract and the Superintendent's intention to implement certain system enhancements as part of a new contract, the Superintendent expects to procure and implement an electronic payment system meeting its requirements for its ongoing and evolving needs.

For procurement purposes, the Online Payment System Project consists of a Base Project, plus certain Optional Elements as further identified in Section 2.2 of the Project Specifications, attached hereto and incorporated herein by this reference. The Base Project consists of providing all services as necessary to provision, implement, commission, and commence services, along with ongoing support of said services in accordance with the specifications herein and as agreed to within the resulting contract. The Base Project must be accomplished in a manner abiding with manufacturer standards/requirements (i.e., terms and conditions (Ts & Cs), end user license agreements EULAs), etc.), all applicable codes, as well as all conditions and requirements described within the specifications herein, the associated proposal/bid documentation, and resulting contracts.

It is anticipated that the contract term for Online Payment System Services shall include an initial period of three (3) years, with provisions for two (2) additional one-year periods. The contract shall include termination-for-cause and termination for convenience provisions.

It should be noted that all requirements, specifications, drawings, etc. related to this project will not be “frozen”, but are subject to change by Superintendent.

III. Request for Proposals (RFP) Estimated Schedule

The following is a schedule of events for the RFP submittal and selection process. The Superintendent reserves the right to change the schedule without prior notice.

Event	Date
Advertisement Dates	March 22, 2024 and March 29, 2024
Last Day to Submit Questions	April 5, 2024 no later than 10:00:00 a.m. PDT
RFP Closing – Request for Proposals Due Date	April 15, 2024 no later than 2:00:00 p.m. PDT
Evaluation of RFP Responses	April 16, 2024 – April 19, 2024
Interview/Demonstration - Optional	April 22 , 2024 – 24, 2024
Contract Service Start Date	On or before June 5, 2024

IV. Request for Information, Questions and Clarification

A complete copy of the Superintendent’s RFP documents are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>. Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Patricia McCaughey at pmccaughey@ocde.us. Questions must be received no later than **10:00:00 a.m. PDT April 5, 2024**. No phone calls will be accepted. No oral interpretation will be made to any Proposer as to the meaning of the RFP. Unauthorized contact by the Proposer with other Superintendent employees regarding this RFP may result in disqualification. Please specify **“ONLINE PAYMENT SYSTEM SERVICES RFP”** in the subject line of email. Any clarifications resulting from questions will be posted on our website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

V. Request for Proposals (RFP) Due Date

Proposals must be received by the Superintendent, at the Department indicated below, **on or before April 15, 2024 at 2:00:00 p.m. PDT**. The Proposer’s proposal must be enclosed in a sealed envelope and marked on the outside lower left corner with the words **“ONLINE PAYMENT SYSTEM SERVICES RFP”**. It is the Proposer’s sole responsibility to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be rejected and will be returned to the Proposer unopened. No oral, fax, email or telephonic proposals or modifications will be accepted. Each Proposal must conform and be

responsive to the requirements set forth in this RFP. Proposers interested in being considered must submit their proposal to the following address:

Orange County Superintendent of Schools
Attn: Patricia McCaughey, Director, Business Operations
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. Box 9050
Costa Mesa, CA 92628-9050

The Superintendent reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the proposal process. The award of the contract, if made by the Superintendent will be to the most responsive and responsible Proposer based on the criteria established in this RFP. The Superintendent reserves the right to accept the proposals that it considers to be in the best interest of the Superintendent. All information received, whether selected or rejected, shall become the property of the Superintendent.

VI. Proposal Format

Before submitting a proposal, Proposer shall carefully read all of the terms and conditions contained in this RFP and Proposer shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in their services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the Superintendent.

Proposer's proposal must be complete in all respects as required by the instructions in this RFP. Failure to do so may nullify the proposal. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the Superintendent, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be no more than seventy-five (75) pages in length, excluding front/back covers, cover sheet/tabs, and appendices, if any. The Proposal must be typewritten and submitted on 8 ½ x 11 standard size paper, using Arial, Courier, or Calibri twelve (12) point font, with page margins (top, bottom, left, and right) of not less than one-inch, double sided (2-sided print). Cover pages and page separation dividers with labeled tabs may be used. Single-sided (1-sided print) may be used to accommodate graphic representations such as diagrams, flowcharts, screenshots, spreadsheets, etc., as applicable. Proposals shall not include any promotional marketing materials. Pages must be numbered on the bottom of each page. Lengthy narratives are discouraged; proposals should be brief and concise. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral, email or telegraphic modifications will be considered. The Proposer shall submit six (6) bound copies, one (1) unbound copy, and an electronic .pdf version on a CD or flash drive.

Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory of the Proposer. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

VII. Proposal Content

In order that the Superintendent can systematically and effectively evaluate each Proposer's proposal, the Proposer's proposal shall address the following items in the order listed below:

A. **Letter of Interest** - A letter of interest containing an introduction, including firms legal name, address, telephone number and email address of the person or persons authorized to represent the firm regarding all matters related to this RFP. The cover letter should provide a brief description and history of the firm, and include a statement of interest. The letter shall be signed by the individual authorized to bind the firm to all statements and representations therein and to represent the authenticity of the information presented. The Letter of Interest must include the following business information:

- Reference Request for Proposals Number: 23-21
- Firm's legal name, address, telephone number and website address
- Brief history of firm, including the number of years in business. A minimum of five (5) years' experience required.
- Name, title and e-mail of main contact
- Tax Identification Number
- Type of ownership, or legal structure of the firm, (individual, corporation, partnership, etc.)
- Number of employees located in Orange County or Southern California
- Address, telephone number, and web address of the office that will be primarily responsible for providing services under the proposal. (only if different from the information request above)
- Name of the project manager who will serve as the Superintendent's contact throughout the project.

B. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers and follow the Letter of Interest.

C. **Qualifications and Related Experience and References** – This section should establish the ability of your firm (and subcontractor's, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services provided; the nature and relevance of similar work currently being performed or recently completed, competitive advantages over other firms in the same industry, strength and stability as a business concern; and, supportive client references. Information should be furnished for both the Proposer and any subconsultants included in its proposal.

- a. Provide a detailed description of firms qualifications for providing online payment system services and its area(s) of specialization. Include a descriptive and supportive evidence of how your firm will maintain a good working relationship with Superintendent and Superintendent's Project Manager.
- b. Provide a list of contracts your firm has online payment system related experience in scope to this proposal. The Proposer is required to submit a list of clients, including public school districts, county offices of education, counties, cities or other public agencies for which Proposer has provided online payment system services. Services must have been performed in the past five (5) years. The list must include a minimum of three (3) client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 1. Client Name and complete address
 2. Contact name, telephone number and email address
 3. Project name, type, program and location
 4. Date of Services
 5. Description of Services
 6. Contract amount
- c. Certify that the Proposer is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state or local public agency.
- d. Disclose if any of the following has occurred, please describe in detail:
 1. Failure to enter into a contract once selected.
 2. Withdrawal of a proposal as a result of an error.
 3. Termination or failure to complete a contract.
 4. Involvement in litigation, arbitration or mediation.
 5. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or Proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
 6. Knowing concealment of any deficiency in the performance of a prior contract.
 7. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 8. Willful disregard for applicable rules, laws, or regulations

Information regarding any of the above may, at the sole discretion of the Superintendent be deemed to indicate an unsatisfactory record of performance.

D. Staffing Resources – Project Team - Identify the key personnel and their qualifications and recent relevant experience who will be principally responsible for working with the Superintendent and

the Superintendent's Project Manager to provide online payment system services. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview.

- a. Provide a brief resume of the individual's on the team that will be assigned to working directly with the Superintendent and the Superintendent's Project Manager to provide the requested services, including qualifications and recent related experience providing similar services. The resume must represent work over the last five (5) years. Please also indicate number of years employed by firm.

E. **Project Approach** – Describe the work plan that Proposer intends to use to complete the tasks listed in this RFP. Use this section to address the ability of your firm to undertake and accomplish the required scope of services while meeting deadlines, the Proposer's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business and supportive client references. Note any changes or additions to the work descriptions that may be overlooked or which help clarify the work tasks.

- a. Provide a statement demonstrating your firm or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the Superintendent's goal of starting the services on or before June 14, 2024.

F. **Fee Schedule** - Please provide a detailed fee schedule that includes all labor, materials, and other related items required for the performance of the services required under this RFP. The fee schedule shall reference any set up, transaction or monthly fees applicable to the project services, including system maintenance, support services, software updated related to this project. Also include any rebate programs that would benefit the Superintendent, i.e., revenue sharing, rebates, etc.) optional services that might be needed during the project, including fee structure. Please also provide detailed information on your billing practices including reimbursable cost categories and hourly billing rates by position for additional services for which firm would be seeking compensation. Be as thorough and specific as possible as this will form the basis of any contract for services that be presented by the Superintendent.

G. **Additional Data** - Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Superintendent in understanding your qualifications and expertise.

VIII. **Evaluation and Selection Criteria**

Superintendent will screen all proposals for completeness and responsiveness to the RFP requirements prior to the evaluation process. Incomplete proposals will be considered non-responsive and will be disqualified. Superintendent retains the sole discretion to determine issues of compliance and to determine whether a Proposer's proposal is responsive and qualified based upon the information provided by Proposer in their proposal.

Proposals will be evaluated based on the firm’s qualifications, project planning approach, methodology, performance history, staffing capabilities, scheduling mastery, references, fees and relevant similar experience with public school districts or county office of education and overall responsiveness to this RFP.

During the evaluation period, the Superintendent reserves the right to obtain clarification of any point in a proposal submitted or to obtain additional information from the Proposer. The Superintendent reserves the right to conduct telephone or email conversations with a Proposer to clarify its’ proposal, competitively negotiate, ask questions or obtain additional information. The Superintendent, at its sole discretion, may choose to conduct interviews of all or some of the Proposers. Proposers are advised that the award may be made without interviews or further discussion.

The Superintendent reserves the right to accept or reject any or all RFP proposals, to select one or more qualified firms whose proposal(s) provide the greatest value to Superintendent and will best serve the needs of the Superintendent, and to negotiate with any or more than one of the qualified firms. All proposal costs shall be borne by the Proposer. Proposals received from this RFP will be used as the foundation for the development of a final contract with specific provisions subject to review, negotiations and approval of the Superintendent.

IX. Selection Scoring Matrix

Criteria	Description	Possible Points
<i>Product Attributes</i>		100 Total
Technical Attributes	The software architecture and technology used	20
Features and Functionality	Evaluation of features and functionality that are relevant and important to business processes and requirements	40
Resource, Quality, Breadth, and Flexibility	Evaluation of ease of use, configuration options, and interoperability with other systems	20
<i>Online Payment System Contractor Attributes</i>		50
General Characteristics and Financial Stability	General impressions of vendor. Evaluation of experience, systems in place, and support processes.	15
Implementation and Support	Evaluation of implementation processes, customer support, training programs, documentation, and responsiveness	20
Reference Checks	Evaluation of product feature, functionality, usability, flexibility and quality. Evaluation of vendor responsiveness and expertise. Would you buy again from this vendor?	15

<i>Financial Investment</i>	Evaluation of both initial and long-term costs and rebates	50
	Total Maximum Points	200

X. Final Determination and Award

The Superintendent reserves the right to contract with any firm or firms responding to this RFP for all or portions of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Proposer for the services described herein. The Superintendent makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The Superintendent reserves the right to contract with any firm not participating in the process. Superintendent shall in no event be responsible for the cost of preparing any proposal in response to this RFP including any supporting materials.

Award of the contract(s) is at the sole discretion of Superintendent. Superintendent may, at its option, determine to award contract(s) for all or only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and Superintendent will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, Superintendent will retain the right to enter into negotiations with any other firm responding to this RFP.

INSTRUCTIONS TO BIDDERS

1. Preparation of RFP Proposal. To be considered, proposal must be complete in all respects as required by the instructions in this RFP. Proposals must be binding and firm. All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in blue ink. Prices, wording and notations must be in blue ink or typewritten. All proposals must be received by the Superintendent, at the Department indicated in this RFP document, **on or before April 15, 2024, at 2:00:00 p.m. PDT.** The proposals will be opened and read aloud at the time noted above.
2. Form and Delivery of Proposals. The RFP proposal must conform and be responsive to all RFP documents and shall be made on any RFP Proposal Form(s) provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Superintendent at: **Orange County Superintendent of Schools, Attention Patricia McCaughey, Director, Business Operations, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626,** and must be received on or before the proposal deadline. The envelope shall be plainly marked in the upper left hand corner with the Proposers name, the Project designation and the date and time for the opening of proposals. **It is the Proposers sole responsibility to ensure that its proposal is received prior to the deadline.** In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. At the time and place set forth for the opening of proposals, the sealed RFP proposals will be opened and publicly read aloud.
3. Signature. Any signature required on RFP Documents must be signed in the name of the Proposer and must bear an original signature in ink of the person or persons duly authorized to sign these documents. Where indicated, if Proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Proposer is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Proposer, who shall act in all matters relative to the Project for the joint venture or partnership. If Proposer is an individual, his/her signature shall be placed on such documents.
4. Modifications. Changes in or additions to any of the proposal documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the Superintendent may result in the Superintendent's rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the response documents will be considered.
5. Erasures, Inconsistent or Illegible Proposal. The RFP proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the

initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that Superintendent determines that any proposal is unintelligible, illegible or ambiguous, the Superintendent may reject such proposal as being nonresponsive.

6. Examination of Site and Project Documents. At its own expense and prior to submitting its RFP proposal, each Proposer shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The RFP Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the Proposer. The Superintendent is not making any warranties regarding said information. The Superintendent shall not be liable for any loss sustained by the successful Proposers resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the Proposers pre-bid examination or during the progress of the work. **Proposers agree that the submission of a proposal shall be incontrovertible evidence that the Proposer has complied with all the requirements of this provision of the Information for Proposers.**

7. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Proposer, at any time prior to the scheduled closing time for receipt of proposals. **No Proposer may not withdraw any proposal for a period of ninety (90) days after the deadline to submit proposals.**

8. Competency of Proposer's. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the RFP Project services. By submitting a proposal, each Proposer agrees that the Superintendent, in determining the successful Proposer and its eligibility for the award, may consider the Proposer's experience and facilities, conduct and performance under other contracts, financial condition, performance history, reputation in the industry, and other factors which could affect the Proposer's performance of the RFP Project services.

The Superintendent may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of services proposed for those portions of the work. Superintendent may conduct such investigations as the Superintendent deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposer, proposed subconsultants, and other persons and organizations to do the work to the Superintendent's satisfaction within the prescribed time. The Superintendent reserves the right to reject the proposal of any Proposer who does not pass any such evaluation to the satisfaction of the Superintendent.

9. Interpretation of RFP Documents. If any Proposer is in doubt as to the true meaning of any part of the RFP Documents, or finds discrepancies in or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to the Superintendent no later than **10:00:00 a.m. PDT on April 5, 2024**. No requests shall be considered after this time. The Proposer submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at Superintendent's discretion and only by written addendum duly issued by the Superintendent, and a copy of such addendum will be emailed to participants. No other person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on the Superintendent. If there are discrepancies of any kind in the RFP Documents, the interpretation of the SUPERINTENDENT shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PROPOSER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT PROPOSER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE RFP DOCUMENTS; AND THAT PROPOSER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE SUPERINTENDENT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

10. Exceptions/Deviations. Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations".

11. Award of Contract. Superintendent reserves the right to reject any or all bid proposals, or to waive any irregularities or informalities in any proposals or in the proposal process. The award of the contract, if made by the Superintendent will be to the responsive and responsible Proposer based on the criteria established in this RFP and is in the best interest of the Superintendent.

In the event an award of the contract is made to a Proposer and such Proposer fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Proposer, the Superintendent may award the contract to the next responsive and responsible Proposer or reject all Proposers.

The contract shall be for an initial term of three (3) years with an option to renew for two (2) additional one-year periods. Pricing shall be held firm for the duration of the contract unless otherwise negotiated between the Parties. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

12. Contract Negotiations. The Superintendent may negotiate a contract with the firm(s) best qualified for the services, as determined by the Superintendent to be in the best interest of the Superintendent at compensation that the Superintendent determines is fair and reasonable. Should the Superintendent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Superintendent deems reasonable, negotiations with those firms may be formally terminated. The Superintendent may undertake negotiations with other firms most qualified for the

services. The Superintendent reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

13. RFP Protest. A Proposer may file a protest against the award of the contract to any other Proposer if he/she believes that the award was inconsistent with Superintendent policies or the RFP specifications or was not in compliance with the law by following Superintendent's RFP protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Proposer from challenging, whether before the Superintendent or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The Superintendent will provide a written response within thirty (30) working days to any timely RFP protest.

14. Evidence of Responsibility. Upon the request of the Superintendent, a Proposer whose bid is under consideration for the award of the contract shall submit promptly to the Superintendent satisfactory evidence showing the Proposer's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Insurance. Proposer shall, at Proposers sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the Agreement a policy or policies of insurance covering its' services, and furnish to Superintendent a certificate of insurance evidencing all coverages and endorsements required hereunder. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California.

Minimum coverages shall be as follows:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability –\$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per claim, with a \$2,000,000.00) aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate. Waiver of Subrogation will not be accepted.

For all insurance coverages provided by Proposer, the following terms apply:

a. Any deductibles or self-insured retentions shall be declared in writing to the SUPERINTENDENT; approval is required for any amounts over \$25,000.00.

b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the Superintendent except that for Worker's Compensation, the State Compensation Fund of California is acceptable.

c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

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

1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide Superintendent with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving Superintendent at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.
3. For any claims related to the services under the Agreement, the Proposer's insurance coverage shall be primary insurance as respects to the Superintendent, the Orange County Board of Education, and its officers, agents and employees. Any insurance or self-insurance maintained by Superintendent shall be excess of the Proposer's insurance and noncontributory.
4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Superintendent. Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

16. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race,

color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Proposer agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Proposer agrees to require like compliance by any subconsultants employed on the Project by such Proposer.

17. Hold Harmless and Indemnification. The successful Proposer awarded the Contract agrees to and does hereby indemnify and hold harmless, the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, employees and agents, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Proposer or any of its officers, agents, employees, subconsultants, any person performing any of the work pursuant to a direct or indirect contract with the Proposer or individual entities comprising the Proposer, in connection with or relating to, or claimed to be in connection with or relating to the work, the Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Proposer in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other Consultants;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the Superintendent and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

The Proposer, at Proposers own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the Superintendent may have under the law or under the RFP Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Superintendent may in its sole discretion reserve, retain or apply any monies due to the Proposer under the RFP Documents for the purpose of resolving such claims; provided, however, that the Superintendent may release such funds if the Proposer provides the Superintendent with reasonable assurance of protection of the Superintendent's interests. The Superintendent shall in its sole discretion determine whether such assurances are reasonable.

18. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Proposer will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Proposer will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
19. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid response must be accompanied by a noncollusion declaration properly notarized.
20. Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of funds by the State and/or Federal Government for each fiscal year of services listed herein.
21. Duty to Provide Fit Workers. Proposer shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Proposer to ensure compliance with this section. Any person in the employ of the Proposer whom Superintendent may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of Superintendent.
22. Subcontract or Assignment. Proposer shall not subcontract or assign the performance of any of the services in this Agreement without the written approval of Superintendent.
23. Tobacco and Drug-Free Policy. The Superintendent and all Superintendent's project work are "tobacco" and "drug free" workplaces and, as such, require that all persons on Superintendent property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site. The successful Proposer shall agree to enforce a tobacco and drug-free work site.
24. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110— The Proposer certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

25. Independent Consultant. While performing the services, the Proposer's staff is an independent Consultant and not an employee of the Superintendent.

26. Compliance with Laws. The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

27. Proposer's Obligation to Perform Work in Accordance with Standards. If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the documents submitted by the Proposer are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the Superintendent.

28. Equal Opportunity. A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

29. Criminal Record Check. Education Code section 45125.1 applies to this project. Proposer will certify that, pursuant to Education Code Section 45125.1, Proposer will have conducted the required criminal background check of all its employees who may have contact with Superintendent's or school districts pupils or unsupervised access to any Superintendent's or school district school sites and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Respondent/Firm will so certify by signing and submitting to the Superintendent's Criminal Records Check Certification.

30. Conflict of Interest. Proposer affirms that no Proposer employee or representative has participated in or attempted to influence the Superintendent's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the Orange County Board of Education or any Superintendent employee or (b) making an offer of any gratuities, favors, or anything of monetary value to an officer, employee, or member of the Orange Board of Education or any Superintendent employee for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement.

31. Public Records. All documents included in the RFP become the exclusive property of the Superintendent upon submittal to the Superintendent. All proposals and other documents submitted in response to the Public Notice Inviting Bids become a matter of public record, except for information contained in such proposals deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Proposer that indiscriminately marks all or most of its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The Superintendent is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the Superintendent or its officers, employees or agents. At such time as Bids are deemed a matter of public

record, pursuant to the above, any Proposer or other party shall be afforded access for inspection and/or copying of such bids, by request made to the Superintendent in conformity with the California Public Records Act, Government Code § 6250 et seq.

32. Certifications and Attachments. Complete and return the attached certifications and attachments to this RFP.

33. Confidential Information. All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the Superintendent and may only be returned at the Superintendent's option and at the submitting firm's expense. All information and documentation submitted to the Superintendent excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that Superintendent determines is proper under federal, state, and local law. The Superintendent assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the Superintendent a detailed statement indicating the reasons it has for believing that the information will be used by the Superintendent in making its determination as to whether or not disclosure is proper under federal, state, and local law. Superintendent will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the Superintendent including attorney's fees awarded by the court if Proposer requests Superintendent to resist disclosure of material provided to the Superintendent by Proposer, provided the Superintendent determines that said materials are exempt under federal, state, or local law.

34. Addenda. Addenda or changes to the project specifications will be issued by the Superintendent prior to the RFP opening and any addenda so issued must be included in the Proposers proposal cost.

35. Notices. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The

address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the address of the Superintendent is as follows:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
Attention: Patricia McCaughey, Director, Business Operations
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. Box 9050
Costa Mesa, California 92628-9050

ATTACHMENT A

INFORMATION REQUIRED OF BIDDERS

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that Superintendent may request verbal or written clarifications or additional information or an interview or presentation at any time.

(RESPONDENT/FIRM MUST COMPLETE AND RETURN WITH RFP RESPONSE)

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

Individual Partnership Corporation
Subsidiary Government Entity

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

(10) Please list the public agencies, including school districts and county offices of education, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach or list below why your firm should be selected by Superintendent to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all Superintendent local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist Superintendent in ascertaining your ability to perform the requested services.

SECTION D – ADDITIONAL AS-NEEDED SERVICES - PRICING

(21) What are your costs to perform additional tasks and deliverables during the agreement period?
Please submit a fee schedule for additional, as needed services.

SECTION E - REFERENCES

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the Superintendent? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(23) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by Superintendent. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by Superintendent regarding the Proposer or Proposer s performance of work.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Proposer is true and correct.

Executed this _____ day of _____, 2024, at

_____, State of _____.
City, County

Signature

Print Name

Title

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature

Print Name

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a Superintendent may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

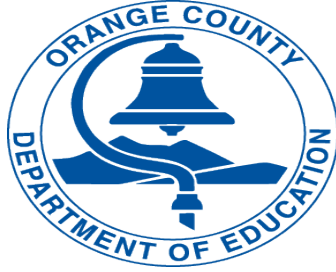
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**



To the Orange County Superintendent of Schools:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.2) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the _____, my employees may have contact with students of the _____.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public school district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Consultant

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Consultant may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Superintendent determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Consultant

Signature

Print Name

Title

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

EQUAL OPPORTUNITY CERTIFICATION

To: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

.....
I, the official name below, certify under penalty of perjury that I am duly authorized to legally bind the firm to this certification, and that the contents of this certification are true and correct, that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither _____ nor
_____ Name of Proposer

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offer or/Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Proposer on the _____ day of _____ 20____ for the purposes of submission of this RFP.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS
POLICY**

The Contractor agrees that it will abide by and implement the Orange County Superintendent of Schools Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on Orange County Superintendent of Schools -owned or leased buildings, on Orange County Superintendent of Schools property and in Orange County Superintendent of Schools vehicles. The Consultant shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

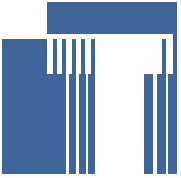
Contractor

By: _____

Authorized Signature

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

TechMoves



**PROJECT SPECIFICATIONS
REQUEST FOR PROPOSALS NUMBER: 23-21**

REQUIREMENTS DEFINITION SUMMARY

RELATIVE TO

ONLINE PAYMENT SYSTEMS

PREPARED ON BEHALF OF THE

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Version 1.0
March 14, 2024**

Unbiased Forward-Thinking IT Strategies and Architectures
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1.0 PROJECT OVERVIEW

1.1 SUPERINTENDENT OVERVIEW

The Orange County Superintendent of Schools (Superintendent) is located in Southern California and serves some of Orange County's most vulnerable student populations and provides support and mandated fiscal oversight to twenty-eight (28) school districts serving more than 600 schools and approximately 475, 000 students. In addition to providing direct instruction to students through its own alternative and special education programs, the Superintendent administers an array of programs and services that are critical to the operations of local school districts and community colleges, facilitating professional development, legal guidance, payroll, career and technical education support, high-speed internet access, Local Control and Accountability Plan assistance and approval, resources for families, and student enrichment.

We are dedicated to the fundamental human values of respect, responsibility, integrity, and professional ethics. Our priority is service to students, schools, districts, families, and community members. We provide a safe, caring, courteous, and professional environment that fosters collaborative work and individual development for our employees. We hold ourselves and each other accountable for the highest level of performance, efficiency, resource management, and professionalism

1.2 PROJECT SUMMARY

To support the operations of both Superintendent and Orange County school districts, the Superintendent currently leverages an Online Payment System that facilitates disbursements to internal and external vendors via paper checks, vCard, as well as Automated Clearing House (ACH) channels. With the imminent expiration of the current Online Payment System contract and the Superintendent's intention to implement certain system enhancements as part of a new contract, the Superintendent is expects to procure and implement an electronic payment system meeting its requirements for its ongoing and evolving needs.

This Requirements Definition Document outlines the requirements associated with the envisioned system. It should be understood that this document is intended to be incorporated into a formal Request for Proposal (RFP) process administered by the Superintendent in support of this procurement; in certain instances, instruction is included herein directed at assisting Bid Proposers in addressing specific informational or technical needs within their Response; in most instances, searching on the word "Proposer" or "Bidder" will take one to these instances.

For procurement purposes, the Online Payment System Project consists of a Base Project, plus certain Optional Elements as further identified in Section 2.2 herein.

Please note that this document includes *Appendix D: Supplemental Questionnaire*, a format developed to ensure that certain aspects herein are addressed within the Proposer's RFP Responses. The questionnaire shall be completed and submitted as part of the RFP Response.

Base Project. The Base Project consists of providing all services as necessary to provision, implement, commission, and commence services, along with ongoing support of said services in accordance with the specifications herein and as agreed to within the resulting contract. The Base Project must be accomplished in a manner abiding with manufacturer standards/requirements (i.e., terms and conditions (Ts & Cs), end user license agreements EULAs), etc.), all applicable codes, as well as all conditions and requirements described within the specifications herein, the associated proposal/bid documentation, and resulting contracts.

It is anticipated that the contract term for Online Payment System Services shall include an initial period of three (3) years, with provisions for two (2) additional one-year periods. The contract shall include termination-for-cause and termination for convenience provisions.

It should be noted that all requirements, specifications, drawings, etc. related to this project will not be “frozen”, but are subject to change by Superintendent and/or Superintendent’s Representative(s).

1.3 ONLINE PAYMENT SYSTEM CONTRACTOR ROLE

For purposes of this Project, it is expected that a singular Contractor will be selected, supplemented, if necessary, by subcontractors. For purposes herein, the roles of the “Online Payment System Contractor” shall be defined as:

- a) A party retained under contract by the Orange County Superintendent of Schools for the purposes of:
 - Providing an integrated Online Payment System meeting the needs of the Superintendent as described herein
 - Providing initial technical and practical assistance to the Superintendent to:
 - Coordinate with the Superintendent as necessary to plan the deployment in a manner that optimizes the Online Payment System in meeting the Superintendent’s needs
 - Ensure successful integration with the Superintendent’s BusinessPlus financial software suite (inclusive of application programming (API) code, if necessary)
 - Ensure alignment with the Superintendent’s financial institution (e.g., Wells Fargo)
 - Assist the Superintendent as necessary with installing and configuring the payment system software and associated elements (if any)
 - Provide guidance to the Superintendent and assist in the testing and commissioning of the Online Payment System
 - Provide initial user training and associated training materials, customized as necessary to reflect the Superintendent’s Online Payment System environment
 - Providing ongoing user and technical support as required

As applicable throughout the implementation process, the Online Payment System Contractor shall also act as necessary to maintain the project schedule, coordinate the activities of all subcontractors (if applicable), as well as ensure adherence to all

requirements of this Requirements Definition Document and associated contractual obligations.

Additionally, for the contract period (including any extensions thereof):

- If the solution is a hosted subscription, the Online Payment System Contractor shall provide, implement and manage ongoing software, resource module and other updates
- If the solution resides onsite (within the Superintendent's data center), the Online Payments System Contractor shall provide ongoing software, resource module and other updates to the Superintendent, including assistance to the Superintendent as necessary to enable their implementation
- Regardless of whether the solution resides onsite or is hosted, the Online Payment System Contractor shall provide ongoing user and technical training support on a remote basis

Superintendent reserves the right to define other Online Payment System Contractor responsibilities before executing a final contract.

1.4 CONTRACTOR QUALIFICATIONS

If the Proposer is the direct developer/manufacture of the Online Payment System, it shall be assumed that the qualifications of that party will be vetted (a) as part of the evaluation process surrounding this procurement and (b) through the Questionnaire that is part of the documentation package concerning this procurement.

If Proposer is not a direct developer/manufacture, however, written evidence of qualifications as the Online Payment System Contractor shall be submitted as part of the procurement effort. The Online Payment System Contractor shall, at a minimum, possess the following attributes:

- Three (3) years of Online Payment System servicing experience under its current organizational structure, either directly or under wholly-owned predecessor entities
- If the Online Payment System is licensed from or manufactured by others, at least two (2) prior years status as an authorized partner/dealer for the designated Online Payment System solution
- Profitable status for at least the two (2) preceding fiscal years (three (3) years if privately held and not submitting financial statements)
- No significant pending litigation that may subject the company to financial risks exceeding twenty percent of its value
- Insurance coverage as required by the State of California (such as, but not limited to, workers compensation), as well as professional liability coverage of not less than \$1,000,000 per occurrence and general liability insurance.
- Other requirements as defined within the Superintendent's RFP Documents

1.5 PROVISIONING BY OTHERS

Within the fulfillment of this Project, certain responsibilities may be borne by others. The following paragraph generally outlines the duties of the Superintendent's Representative.

Superintendent's Representative. For purposes of this Project, TechMoves serves as Superintendent's Representative. Overall responsibilities include: providing Superintendent with consulting services relative to the Online Payment System environment and supporting infrastructure; oversight and/or project management specifically relative to the Project; and service as a liaison between Superintendent, the Online Payment System Contractor and others as applicable.

At this time, no other third parties not directly engaged by the Online Payment System Contractor are anticipated.

1.6 SYSTEM SELECTION CRITERIA

The procurement effort is not limited to a particular Online Payment System solution or architecture. This procurement process will consider any and all services, products, and platforms meeting the functional requirements of the Superintendent. For purposes of evaluating the software, consideration shall be given to the following:

- a) Features and functionality
- b) Ability to integrate with the Superintendent's BusinessPlus software
- c) Ease of use
- d) Ease of administration
- e) Breadth and usefulness of developer/manufacturer-provided resource/training materials (i.e., videos, presentations, documents, etc.)
- f) Online Payment System Contractor financial stability
- g) Industry reputation (i.e., awards, endorsements, etc.)
- h) Privacy as well as data security attributes (applicable to business processes, as well as to software and computer systems)
- i) Total cost, both to the Superintendent and to the Superintendent's vendors
- j) Other factors as may be determined by the Superintendent

The Superintendent requires that the Online Payment System Contractor be the actual party providing and responsible for such services; subcontracting, if any, shall be limited to only ancillary functions. In considering the online/hosted systems, consideration shall include:

- Robustness of resident data center(s)
- Presence and breadth of business continuity plan
- Privacy as well as data security policies and methods (i.e., firewalls, policies, procedures, etc. specific to hosting)

1.7 SYSTEM SELECTION PROTOCOL OVERVIEW

Recognizing the complexities of effectively and fully evaluating the solutions proposed as part of this procurement effort, it is anticipated that the evaluation process will, be comprised of up to six (6) steps, as follows:

- a) **RFP Response Analysis.** Request for Proposal (RFP) proposal responses received in accordance with delivery and deadline requirements will be accepted for the RFP Response Analysis process. This step consists of three (3) tasks, as follows:

- All accepted RFP Proposal Responses will be reviewed for completeness and conformity to formatting and other administrative/non-technical requirements; incomplete and non-conforming proposals will be disqualified from further consideration.
 - Each remaining RFP Proposal Response will be analyzed in detail, with a summary of that analysis entered into a predefined spreadsheet for comparative analysis. At the Superintendent's discretion, references and/or other information may be verified.
 - Each entry or set of entries within the comparative analysis spreadsheet will be scored. Weighting of the RFP Response Analysis generally conforms to the following criteria of a total of 200 Points (pts):
 - Service/Product Attributes – 100 pts
 - Technical Attributes – 20 pts
 - Features and Functionality – 40 pts
 - Resource Quality, Breadth and Flexibility – 20 pts
 - Online Payment System Contractor Attributes – 50 pts
 - General Characteristics and Financial Stability – 15 pts
 - Implementation and Support Attributes – 20 pts
 - Reference Checks - 15
 - Financial Investment (e.g., both initial and long-term costs and rebates) - 50 pts
- b) **Selection of First-Round Finalists.** Based on scoring of the comparative analysis spreadsheet, the Superintendent will select no more than four RFP Responses for additional consideration; these parties may be invited to participate in Formal Presentations as described below. Parties not selected for further consideration will be notified at this point.
- c) **Formal Presentations.** The Superintendent may elect to invite first-round finalists to participate in formal presentations. The presentations will be conducted in alignment with a specified outline and with each finalist being accorded the same amount of time for setup and for presentation. Tentatively, such time allocations will be no longer than 2.00 hours.
- d) **Limited/Pilot Testing.** The Superintendent may elect to pursue limited testing and/or pilot testing as necessary to ensure that the solution proposed meets its strategic and tactical needs. Limited testing is that required to demonstrate a specific function or set of functions; for example, the Superintendent might require limited testing in order to validate that the proposed solution successfully interfaces with its BusinessPlus and other internal systems. Pilot testing represents deployment of a working solution platform for a limited set of users and a limited duration. In either case, it is intended that such testing will not exceed thirty (30) calendar days in operation.
- e) **Contract Negotiation.** Subsequent to the Limited/Pilot Testing process, the Superintendent will enter into final negotiations; such negotiations shall be limited to one (1), possibly two (2) finalists, at the Superintendent's sole discretion. During this process, the RFP Proposer shall honor all representations within the original RFP Proposal Response; the Superintendent, however, may request certain clarifications and/or refinements.

- f) **Contract Award.** Based on final Contract Negotiation, the Superintendent shall make its final selection and awarding a contract.

Based on the above-described Selection Protocol, Contract Award is intended to occur on or before June 3, 2024.

1.8 ADDITIONAL SELECTION CRITERIA

Privacy Provisions. The Online Payment System Contractor shall have robust policies and methods in place to ensure privacy relative to use of the solution. Except as directly required for functionality of the services and its resources, Superintendent as well as employee information shall not be disclosed to any third party; additionally, no Superintendent or employees' information shall be used for marketing purposes, whether to the Superintendent/employee or to others.

Data Security Provisions. The Online Payment System Contractor shall have robust policies and methods in place to ensure data security. In no instance shall a data security issue result in additional costs to the Superintendent, the Orange County Board of Education, and its officers, agents and employees, and the Governing Board of the participating Orange County school districts, and the Online Payment System Developer/Manufacturer shall indemnify the Superintendent, the Orange County Board of Education and its officers, agents and employees, and the Governing Board of the participating Orange County school districts against costs reasonably associated with any such breach. To limit Superintendent liability, it is intended that vendor banking and other sensitive information (that may be used to enable identity theft) shall not be maintained on the Superintendent's systems. In responding to this RFP, the Proposer shall include information concerning data security, including:

- Explanations regarding how patches, upgrades and releases are managed and rolled out.
- Explanations as to how data breaches are handled, what liability is assumed, etc.
- Explanations as to how Superintendent-provided resources and other information is protected from use by others
- Ability of the system to function without the Superintendent's systems having access to vendor banking and other sensitive data

Additionally, the Proposer is encouraged to provide further information concerning data security as a supplement to the Questionnaires.

2.0 CURRENT AND ENVISIONED SYSTEM CHARACTERISTICS

2.1 CURRENT ONLINE PAYMENT SYSTEM OVERVIEW

This procurement effort is focused on supporting the Payment System needs of the Superintendent. For purposes herein, the solution must support at least the functionality and securities of the existing system.

The current Payment System supports payments from thirty-two (32) Orange County school districts under the jurisdiction of Superintendent, as well as the needs of Superintendent itself. In general, vendor invoices are received and reviewed by the school districts/ Superintendent and are entered by staff into Superintendent's BusinessPlus system. It should be noted that "vendors" include third-party commercial business enterprises supplying goods and/or services to Superintendent and Orange County school districts, as well as internal employees having reimbursable expenses.

The invoice records are submitted to Superintendent daily and processed according to whether or not a vendor is designated to receive payment via a paper check issued by the Superintendent's Check Generation Contractor or has subscribed to one of the optional payment methods administered by the Superintendent's Payment System Contractor. Currently, all vendors initially receive paper checks. Recurring vendors meeting certain mutually-agreed criteria (said mutual agreement being between the Superintendent and the Online Payment System Contractor) receive an opportunity to subscribe to alternate payment methods; at this date, the options include virtual card (vCard) or Automated Clearing House (ACH) payments.

Payments received into Superintendent's BusinessPlus system are understood to have undergone verification by the Orange County school district, but nonetheless Superintendent provides a supplemental audit process as a further safeguard. Holds may be placed on certain payment requests pending receipt of clarifying information, but the overall objective is to ensure prompt payment. As illustrated in *Appendix B: Current Process Flowcharts*, herein, invoices entered into BusinessPlus by 10am PT on any given business day are typically paid the following business day. Payments are processed by either the Online Payments System Contractor in the case of vCard or ACH transactions or the Check Generation Contractor in the case of paper checks.

Further characteristics of the current Online Payment System include:

- a) Total segregation of Online Payment System operations from Superintendent's data systems; data both into and out of BusinessPlus is limited to text files
- b) Compliance with NACHA file format requirements pertaining to ACH payments
- c) Compliance with Payment Card Industry (PCI) protocols

2.2 ENVISIONED ONLINE PAYMENT SYSTEM CHARACTERISTICS

Base Project Requirements. As mentioned above, the proposed solution shall support at least the functionality and securities of the existing system. That said, it is the Superintendent's intent to improve Online Payment System operations for the benefit of the

vendors, as well as of the Superintendent and its associated school districts. Preliminarily and to the extent possible, desired solution enhancements include:

- a) A simple process for vendors to sign up to receive payment via ACH transfers or vCard payments, with the sign-up process being equivalent to one another in its simplicity
- b) The ability for vendors to sign up for Online Payment System services without having received at least one payment via paper check
- c) Automated loading of FTP files from BusinessPlus to the Online Payment System, as well as from the Online Payment System to BusinessPlus
- d) Automatic flagging of incomplete and abandoned vendor registration processes
- e) Automatic flagging of payment records for which payment requests are near monetary limits as assigned on a per-vendor basis
- f) Automatic flagging of payment records for which the quantity of payment requests exceed X number as assigned on a per-vendor basis
- g) Automated emails advising the Superintendent of payment request aging (for payments placed on hold for Superintendent review/audit purposes)
- h) Automated emails advising vendors of payment issuances, including identification of paid invoice numbers
- i) Self-management of vendor information (i.e., set-up, address changes, banking information changes, etc.), including two-factor authentication and/or similar security measures
- j) Support of electronic signatures, inclusive of date and time; this capability should include a protocol for ensuring authenticity.
- k) Support of vendor renewal processes by which vendor is required to confirm or modify business and banking information per a pre-defined schedule (such as annually)
- l) Ability of the Online Payment System to provide analytics capabilities. For example, information helpful to the Superintendent might include quantitative data relative to how many persons received vCard versus ACH payments and the associated timeframes for issuance, and what percentage of payment requests exceeded certain performance targets.
- m) Capability of providing ad hoc user-level reports that: (a) identify general Online Payment System status; and (b) allow for vendor-specific inquiries of both current and historical data. Ideally, the Online Payment System shall also be capable of distributing such reports to each user as an email attachment.
- n) The ability for the school district that requested the payment to track and confirm electronic payment (ACH/vCard) to their vendors via Vendor ID.
- o) Ability to output each report in appropriate file formats for inclusion within other documents as may be required by the Superintendent. Reports should be exportable in .PDF, .XLSX, .CSV and other file formats.
- p) Alignment with Federal, state and local codes, rules, regulations and ordinances governing the work, as well as various additional standards, guidelines and practices. Where the requirements of the Contract Documents are more stringent

than applicable codes, rules, regulations, ordinances, standards, guidelines and practices, the Contract Documents shall apply. In all other instances, the most current standards, guidelines and practices shall apply.

Optional Elements. In addition to the Base Project outlined above, the Superintendent will also consider the following Optional Elements:

- a) Provision of a vendor portal by which vendors may check on payment status, preferably also including the aforementioned self-management of vendor information; ideally, the vendor portal would accommodate multiple access means, including browser (personal computer), mobile applications, and/or automated scripted telephony.
- b) The Superintendent does not require, but may consider alternate payment options, such as via Zelle, corporate/commercial cards, etc.

2.3 IMPLEMENTATION REQUIREMENTS

Implementation Planning. Regardless of awarded scope, the Online Payment System Contractor shall work with the Superintendent as required to:

- a) Provide a contact list bearing the names, titles/roles, cellular telephone numbers, and email addresses of primary persons responsible for the Project's success
- b) Formally identify and document project goals such as to mutually establish project scope and overall implementation timelines
- c) Identify necessary information to be provided by the Superintendent and by third parties
- d) Develop a comprehensive project plan identifying key tasks and milestones, including specific identification of tasks/milestone for which the Superintendent is responsible
- e) Develop a listing of project elements, identifying specific parties for whom each scope/task is responsible in their roles as being Responsible, Accountable, Consulted, or Informed (e.g., RACI).
- f) Develop a comprehensive test plan to ensure proper functionality on a pre-production basis
- g) Develop a comprehensive training plan addressing, as applicable, Superintendent Business Services users, Superintendent technical support personnel, and registered vendors
- h) Develop a comprehensive marketing campaign plan (i.e., mailing inserts, etc.) encouraging adoption of Online Payment System services in place of paper check generation
- i) Moderate project coordination meetings as required by the project, said meetings being (a) held weekly or even daily, if so required; and (b) accompanied by written meeting notes/minutes provided to participants within three (3) business days of each meeting

- j) Provide written verification of the Online Payment System being ready for production purposes
- k) Provide subsequent services as necessary to resolve post-production issues/concerns

Project Meetings and Communications. Throughout the implementation process, the Online Payment System Contractor shall meet with Superintendent's Representative on a regular basis, preferably weekly. Project meetings shall, at minimum, advise the Superintendent of the following: project progress (e.g., tasks accomplished); equipment/materials order/delivery status; pending issues, including issues to be addressed by Superintendent's Representative as well as by others; two-week project look-ahead; potential risks, including logistical, operational and budgetary issues. Production and distribution of written minutes and/or project status reports is strongly encouraged. Additionally, interim, even daily, contact between the Online Payment System Contractor and Superintendent's Representative is strongly encouraged.

Training Requirements. Training shall be provided either onsite or via video conference (i.e., Microsoft Teams, Zoom, etc.). The Online Payment System Contractor shall provide Superintendent's designated personnel with complete training as pertaining to the subject Project. Preliminarily, such training is anticipated to include (a) technical training for Superintendent IT Department personnel, and (b) system user training for Superintendent Business Services personnel and select employees of associated school districts. It is anticipated that such training can be confined to verbal instruction supplemented by appropriate documentation. Regardless, the training shall be provided through qualified instructors familiar with (at minimum) the provided products/services and their characteristics, proper operation as a system, product/system troubleshooting and service protocols, recommended maintenance provisions (if applicable), as well as product/system warranties. Training shall be specific to the Superintendent's environment, shall be performed within ten (10) business days after commissioning of the Online Payment System, and shall cover in detail all of the aspects identified above.

Additionally, to better support prospective and registered vendors, the Online Payment System Contractor shall provide written and/or video material addressed to the vendors that: (a) outline and guide the vendor through the registration process; as well as (b) communicate the payment choices of vCard versus ACH, including the benefits and disadvantages of each.

2.4 TECHNICAL AND CUSTOMER SUPPORT REQUIREMENTS

The Superintendent is sensitive to the need for excellent customer service; communication between the Online Payment System Contractor, the Superintendent, the Orange County school districts, and all vendors is crucial to the success of the system. In responding to the Superintendent's RFP, the prospective Contractor shall propose formal written Service Level Agreements (SLAs) separately covering Online Payment System performance and ongoing technical support performance.

Service Level Agreements. The below information represents the minimum SLA standards for this project.

Online Payment System Performance SLAs. The proposed service level agreements covering at least the following aspects:

Metric	Purpose	Service Level	Measurement & Frequency
Electronic transmission of ACH file to client. Client will transmit ACH file to bank.	Measures timeliness of payment file processing and distribution	Within one (1) hour during Business Days upon successful receipt and submission for processing of the payment file from Client	No Backlog. Daily.
Send card data request upon receipt of Client's Payment File	Measures timeliness of file processing for card payments	Same Business Day from receipt of Client's payment file for card payments. (Next Business Day for files received after 11pm ET.)	No Backlog. Daily.
Posting of card payment data to the Vendor Portal	Measures timeliness of file processing for card payments	Next Business Day from receipt of card payment data from card issuer	Average Days in Backlog in Submitted Files: Less than 1.0. Monthly.
Posting of ACH remittance data to the Vendor Portal	Measures timeliness of file processing for ACH presentment	Next Business Day from receipt of Client's payment file. (Next Business Day for files received after 11PM ET).	Average Days in Backlog in Submitted Files: Less than 1.0. Monthly.
Activation of Payees for Card Receipt and ACH Presentment	Measures timely activation of new electronic integrated payables payees	Within two (2) Business Days after Payee completes registration procedure, Integrated Payables Client Service changes payee status from "pending" to "active" or makes contact with Payee to resolve registration issues	Average Days in Backlog in Payee pending status: Less than 3.0. Monthly.

Additional Requirements. SLAs shall be formulated to identify:

- a) Online Payment System downtime
- b) Planned system downtime notification protocols
- c) Unplanned downtime recovery success (e.g., timeliness and quality)
- d) Performance measurement protocols
- e) Appropriate penalties for failing to meet agree SLAs, including all limitations and exclusions thereof

Additionally, the SLA shall identify conditions by which the Superintendent may cancel any ongoing contract without penalty due to such failures. The RFP Proposer shall propose SLAs terms and conditions, with final terms and conditions being completed within the Contract Negotiation process.

General Customer Support Requirements. In support the Superintendent, its associated school districts, and the registered vendors, the Online Payment System Contractor shall, at minimum, provide the following Customer Service SLAs.

Resource Type	Attributes	Purpose	Service Level
General Support	Contractor shall provide general staff support, via telephone and email	Offsite availability for normal business and technical inquiries	Offsite response: Same Business Day within two (2) hours ^[1] Onsite response: None
Local Technical Support	Contractor shall provide two assigned persons, including cell phone and email contact info	Offsite local presence, quickly engageable, and, if required, can be onsite.	Offsite response: Same Business Day within two (2) hours ^[1] Onsite response: Next Business Day ^[1]
Emergency Support	Contractor shall provide after-hours technical support, via telephone and email, plus cell phone, if appropriate	Offsite availability for technical issues; ability to marshal technical resources as necessary, regardless of day/time	Offsite response: Same Business Day within one (1) hour ^[2] Onsite response: Same Business Day within four (4) hours ^[2]
Notes:	[1] – During normal business hours (typically M-F 8am-5pm PT). [2] – During all days and hours (24x7).		

APPENDIX A: CURRENT SUPERINTENDENT VENDOR PAYMENT OPTIONS

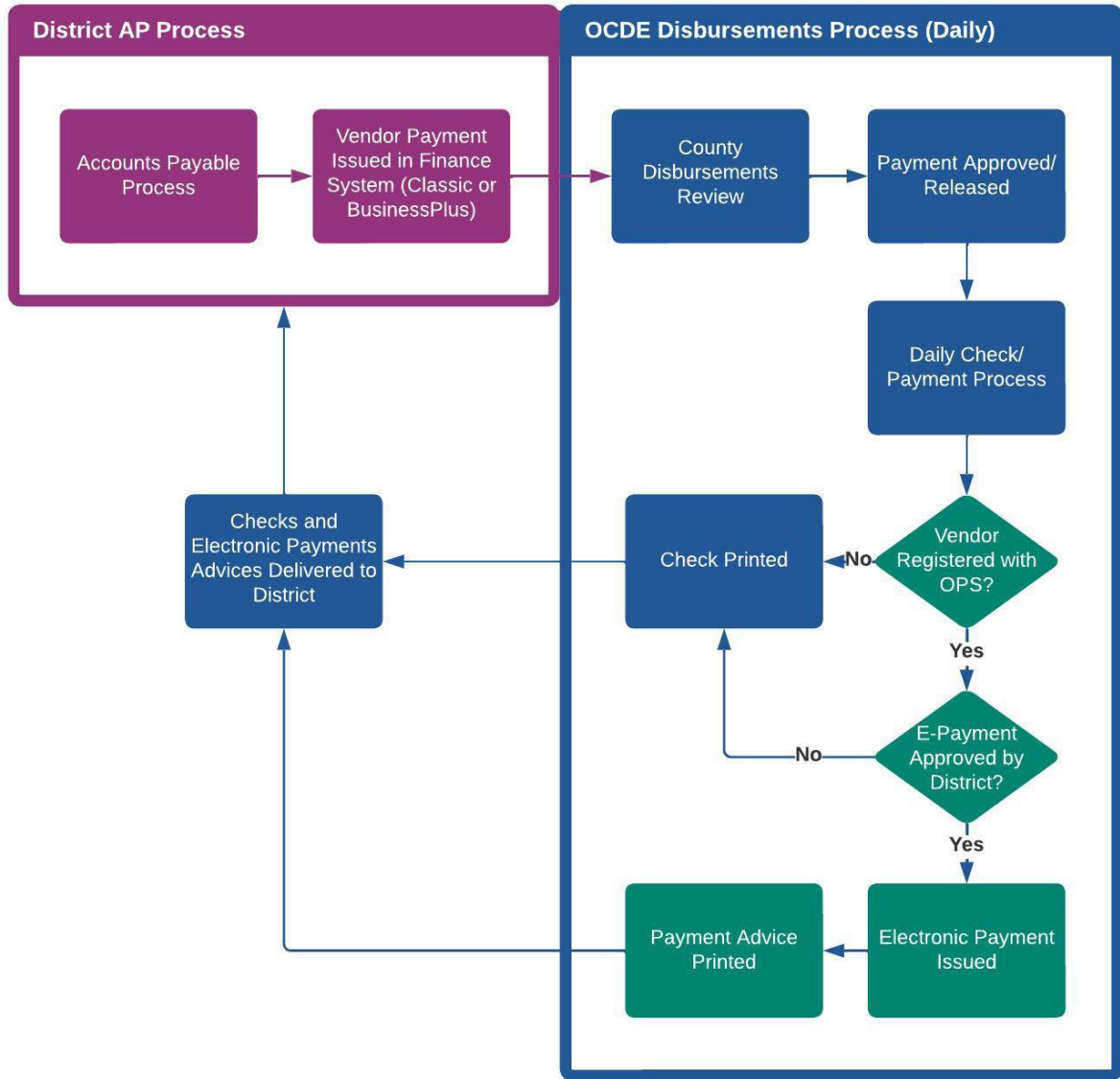
Payment Method	Also Referred To As:	Description
Direct Deposit	Automated Clearing House (ACH)	<ul style="list-style-type: none"> • Electronic payment made directly a vendor's bank account. • When payment is issued in BusinessPlus, it is converted during the printing process to be ACH and then sent to the vendor's bank account. • Vendors receive email notification of payment with check stub attached. • Preferred form of payment for many vendors. • Preferred form of payment for employee expense reimbursements.
Virtual Card	vCard	<ul style="list-style-type: none"> • Electronic payment by credit card. • When a payment is issued in BusinessPlus, it is converted during the printing process to be a vCard payment, vendor receives notification of the payment and receives a single-use credit card number to charge. • Vendor charges full payment amount to single-use credit card number. • Vendors receive email notification with check stub attached. • Preferred form of payment for vendors who receive a majority of revenue through credit card transactions.
Paper Check	Vendor Check Warrant "B" Warrant	<ul style="list-style-type: none"> • Regular paper check issued from County Treasury. • Default form of payment issued to vendors. • All vendors that do not register for electronic payment will continue receiving payment by check.

APPENDIX B: CURRENT PROCESS FLOWCHARTS

For purposes within this appendix, the term “Online” shall be understood to refer to transactions entered into BusinessPlus system directly at the school or school district level. The term “Offline” refers to entities not having direct access to BusinessPlus; typically, offline entities include Orange County community colleges and select Orange County school districts. From a processing standpoint for the Online Payment System Contractor’s purposes, both Offline and Online transactions are relevant as all transactions will be initiated via entry of payment requests via BusinessPlus; the difference is primarily merely how and by whom the payment request is entered.

B.1 SUPERINTENDENT ACCOUNTS PAYABLE PROCESS OVERVIEW

Overview of Electronic Payment Process



OPS = Online Payment System

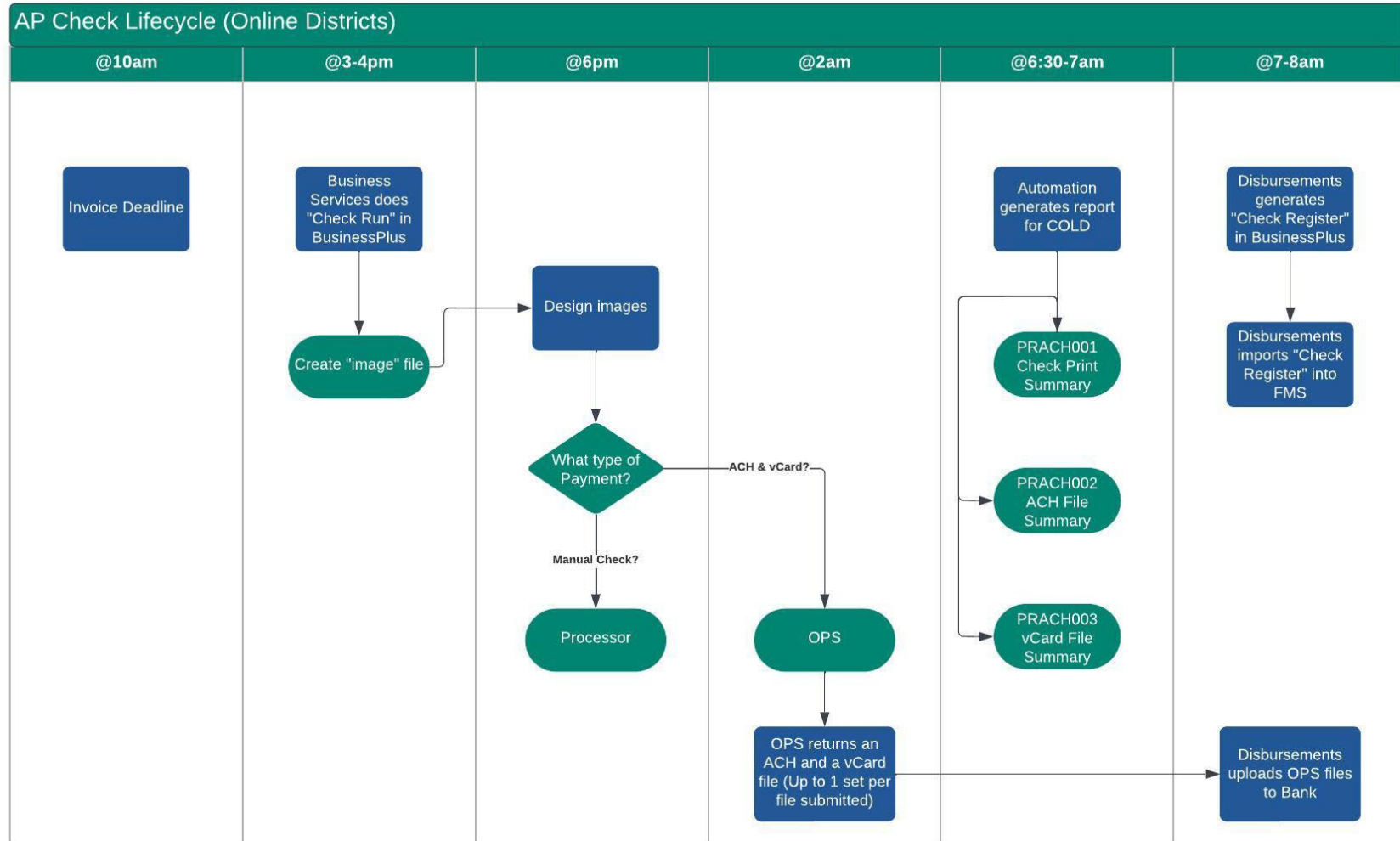
B.2 ACCOUNTS

PAYABLE

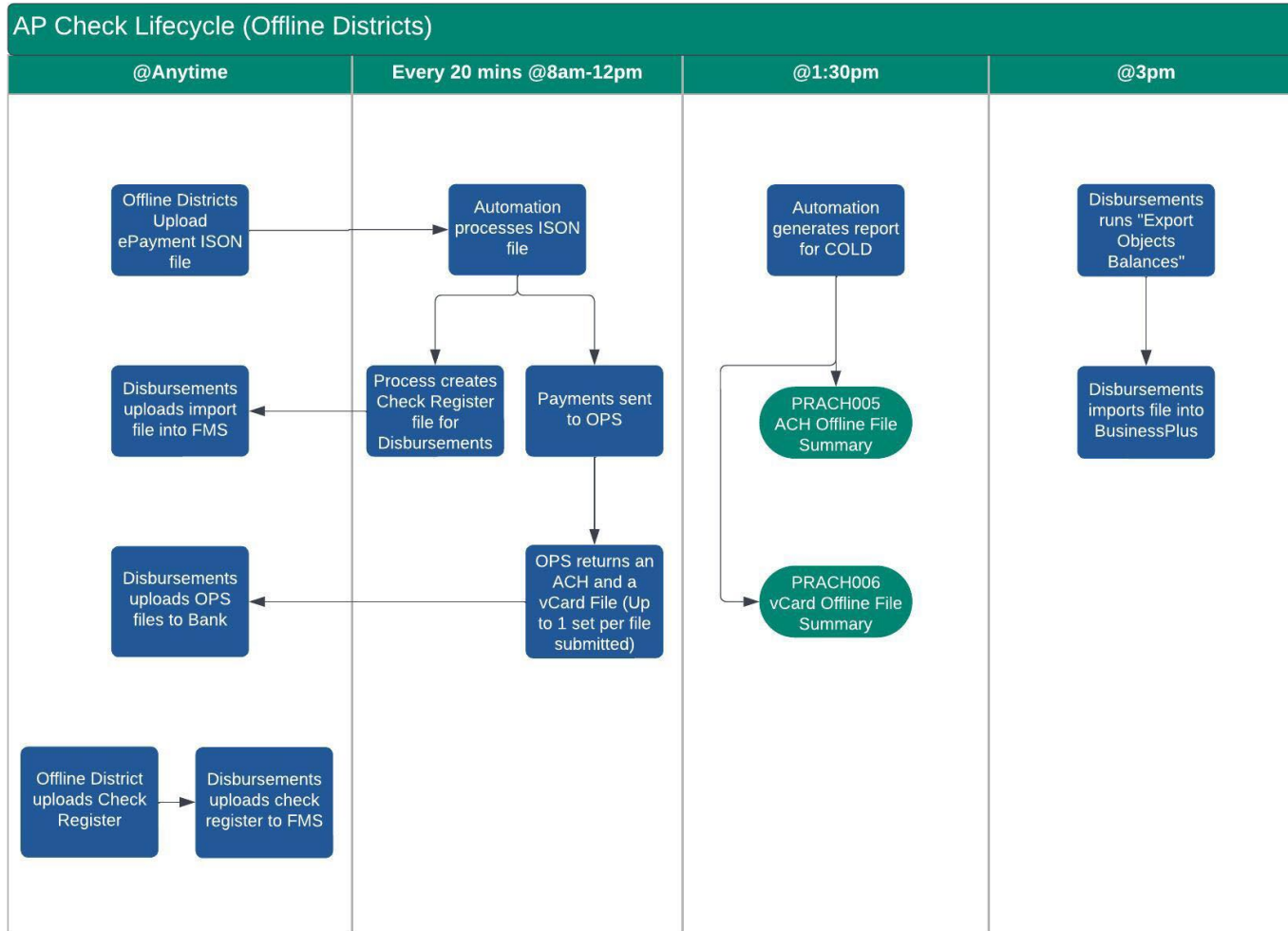
LIFECYCLE

(ONLINE

DISTRICTS



B.3 ACCOUNTS PAYABLE LIFECYCLE (OFFLINE SUPERINTENDENTS)



APPENDIX C: HISTORIC TRANSACTION VOLUMES BY TYPE

For purposes of this procurement, over 38,000 transactions totaling in aggregate nearly \$161 million represent a typical one-year period, as follows:

Transaction Type	Transaction Count	Aggregate Value
Online ACH Transactions	11,354	\$59,675,900
Offline ACH Transactions	644	\$431,343
Online vCard Transactions	26,424	\$100,956,361
Offline vCard Transactions	249	\$635,064
TOTALS:	38,671	\$161,698,668

The following tables provide a historical perspective of transactions by month.

C.1 ACH TRANSACTION VOLUMES

Online ACH Transaction Volumes		
Month	Transaction Count	Aggregate Value
January	811	\$4,287,242
February	850	\$4,536,852
March	1095	\$5,345,501
April	819	\$4,198,603
May	1055	\$5,342,847
June	1000	\$5,604,141
July	859	\$5,243,350
August	875	\$5,449,545
September	907	\$4,689,178
October	1180	\$5,632,161
November	1034	\$4,794,007
December	869	\$4,552,473
TOTALS:	11,354	\$59,675,900
Offline ACH Transaction Volumes		
Month	Transaction Count	Aggregate Value
January	41	\$124,333
February	35	\$8,964
March	63	\$30,055
April	55	\$21,678
May	67	\$32,385
June	60	\$28,770
July	41	\$25,869
August	38	\$25,937
September	54	\$30,504
October	50	\$17,937
November	74	\$48,323
December	66	\$36,588
TOTALS:	644	\$431,343

C.2 vCARD TRANSACTION VOLUMES

Online vCard Transaction Volumes		
Month	Transaction Count	Aggregate Value
January	2,274	\$6,555,916
February	2,129	\$5,511,905
March	2,679	\$7,198,402
April	2,156	\$8,406,364
May	2,496	\$7,422,426
June	2,049	\$8,641,279
July	1,812	\$10,342,827
August	2,110	\$9,060,486
September	2,427	\$14,717,041
October	2,466	\$10,577,153
November	2,043	\$6,557,567
December	1,783	\$5,964,995
TOTALS:	26,424	\$100,956,361
Offline vCard Transaction Volumes		
Month	Transaction Count	Aggregate Value
January	1	\$7,500
February	8	\$73,898
March	10	\$35,502
April	20	\$87,527
May	22	\$52,974
June	27	\$60,726
July	24	\$31,061
August	29	\$36,424
September	28	\$38,882
October	24	\$28,078
November	35	\$94,569
December	21	\$87,923
TOTALS:	249	\$635,064

APPENDIX D: SUPPLEMENTAL QUESTIONNAIRE

This Supplemental Questionnaire provides a format developed to ensure that certain aspects herein are addressed within the Proposer’s RFP Proposal Response. The questionnaire shall be completed and submitted as part of the RFP Response. This questionnaire is in addition to, not a replacement for, any such questionnaire as included within the RFP as issued.

In completing the following, please keep each response concise yet complete; extraneous verbiage is discouraged.

D.1 RFP PROPOSER IDENTIFICATION

Proposer Company Name:	
Proposer’s Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Proposed Solution Product Name:	

D.2 PROPOSER QUALIFICATIONS

D.2.1)	Does Proposer Company accept all responsibilities as identified within <i>Section 1.3: Online Payment System Contractor Role</i> ? If not, briefly identify all limitations and exclusions.
D.2.2)	Please identify corporate structure (i.e., corporation, LCC, etc.) and the year established; if prior incarnations were in operation, please also identify those as well.
D.2.3)	Is the proposed solution, in whole or in part, licensed from others? If yes, is Proposer recognized as an authorized partner/dealer? If yes, for how many years has Proposer served as an authorized partner/dealer?
D.2.4)	Has the Proposer Company been profitable for at least the past two years (three years if privately held)? Are balance sheets available?
D.2.5)	Please describe any pending litigation that could conceivably subject the Proposer Company and/or its officers to financial risk exceeding twenty percent (20%) of its value.
D.2.6)	Please identify Proposer Company's insurance coverage, especially with regard to professional liability.
D.2.7)	Please identify any relevant industry awards received within the past three years.
D.2.8)	As a Proposer Company, identify three distinct advantages your company has over its competitors.
D.2.9)	In broad terms, please describe how the services provided by the Proposer Company generate revenue (such as through various setup and operating fees, commissions, rebate programs, etc.).

D.3 GENERAL SOLUTION OVERVIEW

D.3.1)	Please describe basic attributes of the proposed Online Payment System. For example, is the System hosted, onsite, or a hybrid?
D.3.2)	Please describe primary features and functionality of the proposed System.
D.3.3)	Describe the options for integrating with the Superintendent's BusinessPlus system, especially as it relates to automatically uploading/downloading files as necessary (if possible, as opposed to manually-invoked FTP transfers).
D.3.4)	Describe the properties that make the proposed System easy to use from the perspective of the Superintendent's Business Services employees, school Superintendent employees, and vendors.
D.3.5)	Describe the attributes that make the proposed System easy to manage from the perspective of the Superintendent's Information Technology employees.
D.3.6)	Relative to the Contractor's System environment, describe the data center or computing environment in which the equipment resides, including brief descriptions of electrical redundancies, environmental (cooling) support, communications carrier infrastructures, etc. relating to uptime at the facility level.
D.3.7)	Please describe the computing systems, including brief descriptions of component redundancies and other attributes relating to uptime at the System level.
D.3.8)	Please outline the Contractor's business continuity plan, including any backup data center or computing system environments, ability to transfer staff or other resources between locations, etc.
D.3.9)	Please identify any known limitations of the Contractor's business continuity plan.
D.3.10)	Relative to safeguarding of the Superintendent's data and operations, please describe Contractor's formalized privacy policies and methods.
D.3.11)	Relative to data security, including, but not limited to cyber-security, please describe Contractor's formalized policies and methods. As such, please address the points mentioned herein regarding Data Security Provisions (e.g., pages 5 and 6 of the Requirements Definition Document).
D.3.12)	Does the solution require changing the Superintendent's existing banking relationship?

D.3.13)	To what extent, if any, will vendor bank or other sensitive information be maintained on the Superintendent's systems?
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D.4 SYSTEM FUNCTIONAL CHARACTERISTICS

D.4.1)	For purposes of this procurement, does the RFP Response address only the Base Project as described at <i>Section 2.2: Envisioned Online Payment System Characteristics</i> (e.g., page 7 and 8 of the Requirements Definition Document), or does it include in whole or in part the Optional Elements described there. Please explain.
D.4.2)	Does the proposed System align with the current system’s attributes as mentioned at Paragraph 5 within <i>Section 2.1: Current Online Payment System Overview</i> (e.g., page 7 of the Requirements Definition Document)? If not, identify misalignments or identify where proposed System’s attributes are potentially more desirable than the current system.
D.4.3)	With regard to the proposed System as a whole, please identify the specific features and functions that make the solution superior to that of other prospective Online Payment System Contractors.
D.4.4)	If applicable, please briefly outline Contractor’s proposals relative to the Optional Elements described at <i>Section 2.2: Envisioned Online Payment System Characteristics</i> (e.g., page 8 and 9 of the Requirements Definition Document).
D.4.5)	Does the proposed System support other payment options (i.e., Zelle, corporate/commercial cards, etc.) that the Superintendent may consider offering? If yes, please describe
D.4.6)	Describe technical aspects of the Online Payment System’s file transfer protocols and types.
D.4.7)	Describe the proposed System relative to system updates and enhancements, including how such updates are tested and implemented. Are updates scheduled at regular intervals or sporadically? Will system updates and enhancements be provided to the Superintendent at no cost?
D.4.8)	Describe System report types and frequency of reports, as well as ad hoc reporting capabilities.

D.5 SYSTEM IMPLEMENTATION

D.5.1)	In reviewing Implementation Planning as described within <i>Section 2.3: Implementation Requirements</i> (e.g., pages 9 and 10 of the Requirements Definition Document), please identify any tasks that will not be included in the services as proposed.
D.5.2)	The Superintendent anticipates an aggressive timeline for implementation. That said, given the overall scope of the Online Payment System, please provide a good-faith estimate of the time required from Contract Award to achieving a stable production environment. Please identify critical factors that could impact such a timeline, as necessary.
D.5.3)	In reviewing Project Meetings and Communications as described within <i>Section 2.3: Implementation Requirements</i> (e.g., pages 9 and 10 of the Requirements Definition Document), please identify any tasks that will not be included in the services as proposed.
D.5.4)	Will a dedicated person be assigned to manage the implementation? If yes and a specific person can be proposed, please provide a brief professional profile of that person. If a specific person cannot be identified at this time, please provide a minimum standard relative to qualifications, years of experience, certifications, position tenure, etc.
D.5.5)	Describe the breadth of the account management team, inclusive of the initial implementation resources as well as ongoing customer support resources.
D.5.6)	Subsequent to the System being put into production, will implementation team resources remain available to resolve initial issues? If yes, for what period of time? Are there extra costs for such services?
D.5.7)	In reviewing Training Requirements as described within <i>Section 2.3: Implementation Requirements</i> (e.g., pages 9 and 10 of the Requirements Definition Document), please identify any tasks that will not be included in the services as proposed.
D.5.8)	Assuming there is time between lapse of the current Online Payment System Contract and the new contract, please provide a concept addressing how the gap will be addressed in a manner minimizing impacts to the Superintendent and registered vendors.
D.6.4)	With regard to Item “h” within Section 2.3: Implementation Requirements (e.g., page 0 of the Requirements Definition Document), please describe the proposed marketing campaign. Are there minimum spend thresholds associated with calling Superintendent and associated Orange County school district suppliers and enrolling them?

D.6 TECHNICAL AND CUSTOMER SUPPORT

D.6.1)	In reviewing Service Level Agreements as described within <i>Section 2.4: Technical and Customer Support Requirements</i> (e.g., pages 10 and 11 of the Requirements Definition Document), please identify any SLAs that appear to be problematic, explaining each such instance.
D.6.2)	Are there additional SLAs that would be typical that the Superintendent should consider adding? Please describe.
D.6.3)	Relative to General Customer Support Requirements as described within <i>Section 2.4: Technical and Customer Support Requirements</i> (e.g., pages 11 and 12 of the Requirements Definition Document), please confirm that the requested resources and associated SLAs are acceptable. If not, please identify alternative provisions that would be acceptable.
D.6.3)	Please describe the Customer Support resources. Are customer support representatives U.S.-based or located internationally? Are the persons in-house or outsourced? What is the average number of clients per representative? If a contact center is leveraged, what are the actual and target mean times to answer? If necessary, is it possible for customer support representatives to meet onsite?

D.7 FINANCIAL AND CONTRACTUAL ASPECTS

D.7.1)	Please identify Setup Fees as applicable to the project in general, (a) identifying services/elements included within such fees and (b) the proposed pricing structure.
D.7.2)	Please identify Setup Fees as applicable to ACH migration and payment services, (a) identifying services/elements included within such fees and (b) the proposed pricing structure.
D.7.3)	Please identify Setup Fees as applicable to vCard migration and payment services, (a) identifying services/elements included within such fees and (b) the proposed pricing structure.
D.7.4)	Please identify Monthly Service Fees, as applicable.
D.7.5)	Please identify Per-Transaction Service Fees, as applicable.
D.7.6)	Are there Setup Fee minimums and/or Per-Transaction Service Fee minimums applicable to the proposed services? If yes, please identify.
D.7.7)	As proposed, are there any rebate programs that would serve to financially benefit the Superintendent (i.e., revenue sharing, rebates, etc.). If yes, please describe, including explaining how such calculations are made. How often will the Superintendent receive revenue share/rebate payments?
D.7.8)	Please identify any costs relating to system maintenance, support services, software updates, etc.
D.7.9)	Please identify payment terms, as applicable.
D.7.9)	Are there additional optional services the Superintendent should consider? If yes, please identify each service, its value, and its fee structure.