AGREEMENT

32873

THIS AGREEMENT is made and entered, in duplicate, as of November 14, 2012, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 13, 2012, by and between RT LAWRENCE CORPORATION, a California corporation, with a place of business at 7740 Painter Avenue, Suite 100, Whittier, California 90602 ("Vendor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the purchase and installation of remittance processing equipment ("Project"); and

WHEREAS, City has selected Vendor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1",and incorporated by this reference, and City has determined that Vendor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Vendor perform these specialized services, and Vendor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1.   SCOPE OF WORK OR SERVICES.

A.   Vendor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Three Hundred Thirty Five Thousand Dollars ($335,000), at the rates or charges shown in Exhibit "B".

1

B.   City shall pay Vendor in due course of payments following receipt from Vendor and approval by City of invoices, describing the services or tasks.

C.   Vendor represents that Vendor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D.   By executing this Agreement, Vendor warrants that Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Vendor warrants that Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Vendor must immediately inform the City of that fact and may not proceed except at Vendor's risk until written instructions are received from the City.

E.   Vendor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F.   CAUTION: Vendor shall not begin work until this Agreement has been signed by both parties and until Vendor's evidence of insurance has been delivered to and approved by City.

2.   TERM. The term of this Agreement shall commence at midnight on

2

1   November 14, 2012, and shall terminate at 11:59 p.m. on November 13, 2013, unless

2   sooner terminated as provided in this Agreement, or unless the services or the Project is

3   completed sooner.

4   3.   PROJECT PERSONNEL AND MANAGEMENT.

5   A.   Vendor shall coordinate its performance with City's

6   representative, if any, named in Exhibit "C", attached to this Agreement and

7   incorporated by this reference. Vendor shall advise and inform City's

8   representative of the work in progress on the Project in sufficient detail so as to

9   assist City's representative in making presentations and in holding meetings on

10   the Project. City shall furnish to Vendor information or materials, if any, described

11   in Exhibit "D", attached to this Agreement and incorporated by this reference, and

12   shall perform any other tasks described in the Exhibit.

13   B.   The parties acknowledge that a substantial inducement to City

14   for entering this Agreement was and is the reputation and skill of Vendor's key

15   employee, John Phillips, who shall serve as the primary point of contact with City

16   for communication and cooperation in performance of services and achievement

17   of City's objective. City shall have the right to approve any person proposed by

18   Vendor to replace that key employee.

19   C.   Vendor shall employ for this Agreement a core team

20   consisting of personnel fully qualified to complete the contracted services as set

21   forth in the Proposal.

22   D.   Vendor agrees to use commercially reasonable efforts to not

23   change the staff designated to provide the services unless the staff change is

24   outside the control of the Vendor. Vendor may supplement the core team from

25   time to time with such other persons whose particular skills are needed to

26   complete the contracted services fully and timely.

27   4.   INDEPENDENT CONTRACTOR.

28   A.   In performing its services, Vendor is and shall act as an

3

independent contractor and not an employee, representative or agent of City. Vendor shall have control of Vendor's work and the manner in which it is performed. Vendor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Vendor acts in accordance with Section 9 and Section 11 of this Agreement.

B. Vendor acknowledges and agrees that (a) City will not withhold taxes of any kind from Vendor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Vendor's behalf; and (c) City will not provide and Vendor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Vendor expressly warrants that neither Vendor nor any of Vendor's employees or agents shall represent themselves to be employees or agents of City.

5.   INSURANCE.

A.   As a condition precedent to the effectiveness of this Agreement, Vendor shall procure and maintain, at Vendor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than $1,000,000 per each occurrence and $2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement

4

equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than $1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than $1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than $500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Vendor. Vendor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or

5

cancelled by the insured.

D.   If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Vendor guarantees that Vendor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E.   Vendor shall require that all sub-Vendors or contractors that Vendor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F.   Prior to the start of performance, Vendor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Vendor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Vendor and Vendor's sub-Vendors and contractors, at any time. Vendor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G.   Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Vendor, Vendor's sub-Vendors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H.   The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Vendor's performance or

6

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 as full performance of or compliance with the indemnification provisions of this

2 Agreement.

3   6.   <u>BONDS</u>. Vendor shall furnish a corporate surety bond to guarantee

4 the faithful performance of this Agreement.

5   7.   <u>ASSIGNMENT AND SUBCONTRACTING</u>.   This Agreement

6 contemplates the personal services of Vendor and Vendor's employees, and the parties

7 acknowledge that a substantial inducement to City for entering this Agreement was and is

8 the professional reputation and competence of Vendor and Vendor's employees. Vendor

9 shall not assign its rights or delegate its duties under this Agreement, or any interest in

10 this Agreement, or any portion of it, without the prior approval of City, except that Vendor

11 may with the prior approval of the City Manager of City, assign any moneys due or to

12 become due Vendor under this Agreement. Any attempted assignment or delegation

13 shall be void, and any assignee or delegate shall acquire no right or interest by reason of

14 an attempted assignment or delegation. Furthermore, Vendor shall not subcontract any

15 portion of its performance without the prior approval of the City Manager or designee, or

16 substitute an approved sub-vendor or contractor without approval prior to the substitution.

17 Nothing stated in this Section shall prevent Vendor from employing as many employees

18 as Vendor deems necessary for performance of this Agreement.

19   8.   <u>LICENSES AND PERMITS.</u> Vendor represents and warrants to City

20 that it has obtained all licenses, permits, qualifications, and approvals of whatever nature

21 which are legally required to supply the scope of work under this Agreement, including

22 but not limited to equipment and software. Vendor represents and warrants to City that

23 Vendor shall, at its sole cost and expense, keep in effect at all times during the term of

24 this Agreement, any license, permit, or approval which is legally required for Vendor to

25 supply the scope of work under this Agreement.

26   9.   <u>CONFLICT OF INTEREST</u>. Vendor, by executing this Agreement,

27 certifies that, at the time Vendor executes this Agreement and for its duration, Vendor

28 does not and will not perform services for any other client which would create a conflict,

7

1 whether monetary or otherwise, as between the interests of City and the interests of that

2 other client. And, Vendor shall obtain similar certifications from Vendor's employees,

3 sub-Vendors and contractors.

4 10. <u>MATERIALS.</u> Vendor shall furnish all labor and supervision,

5 supplies, materials, tools, machinery, equipment, appliances, transportation and services

6 necessary to or used in the performance of Vendor's obligations under this Agreement,

7 except as stated in Exhibit "D".

8 11. <u>SOFTWARE ESCROW.</u> Vendor shall furnish a source code escrow

9 account. The Single Beneficiary Escrow Agreement shall provide the City with access to

10 the source code and documentation in the event that an unanticipated and/or

11 catastrophic occurrence does not permit the Vendor to continue its operations.

12 12. <u>ANNUAL SUPPORT AGREEMENTS.</u> Vendor shall furnish the

13 annual software and hardware support agreements, attached hereto and incorporated

14 herein by this reference as Exhibits "E" and "F".

15 13. <u>OWNERSHIP OF DATA.</u> All materials, information and data

16 prepared, developed or assembled by Vendor or furnished to Vendor in connection with

17 this Agreement, including but not limited to documents, estimates, calculations, studies,

18 maps, graphs, charts, computer disks, computer source documentation, samples,

19 models, reports, summaries, drawings, designs, notes, plans, information, material and

20 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

21 and City shall have the unrestricted right to use and disclose the Data in any manner and

22 for any purpose without payment of further compensation to Vendor. Copies of Data may

23 be retained by Vendor but Vendor warrants that Data shall not be made available to any

24 person or entity for use without the prior approval of City. This warranty shall survive

25 termination of this Agreement for five (5) years.

26 14. <u>TERMINATION.</u> Either party shall have the right to terminate this

27 Agreement for any reason or no reason at any time by giving ninety (90) calendar days

28 prior notice to the other party. In the event of termination under this Section, City shall

8

ARW:bg A12-02316
L:\Apps\CtyLaw32\WPDocs\D008\P019\00355885.DOC

1 pay Vendor for services satisfactorily performed and costs incurred up to the effective

2 date of termination for which Vendor has not been previously paid. The procedures for

3 payment in Section 1.B. with regard to invoices shall apply. On the effective date of

4 termination, Vendor shall deliver to City all Data developed or accumulated in the

5 performance of this Agreement, whether in draft or final form, or in process. And, Vendor

6 acknowledges and agrees that City's obligation to make final payment is conditioned on

7 Vendor's delivery of the Data to City.

8   15.   <u>CONFIDENTIALITY</u>. Vendor shall keep all Data confidential and

9 shall not disclose the Data or use the Data directly or indirectly, other than in the course

10 of performing its services, during the term of this Agreement and for five (5) years

11 following expiration or termination of this Agreement. In addition, Vendor shall keep

12 confidential all information, whether written, oral or visual, obtained by any means

13 whatsoever in the course of performing its services for the same period of time. Vendor

14 shall not disclose any or all of the Data to any third party, or use it for Vendor's own

15 benefit or the benefit of others except for the purpose of this Agreement.

16   16.   <u>BREACH OF CONFIDENTIALITY</u>. Vendor shall not be liable for a

17 breach of confidentiality with respect to Data that: (a) Vendor demonstrates Vendor knew

18 prior to the time City disclosed it; or (b) is or becomes publicly available without breach of

19 this Agreement by Vendor; or (c) a third party who has a right to disclose does so to

20 Vendor without restrictions on further disclosure; or (d) must be disclosed pursuant to

21 subpoena or court order.

22   17.   <u>ADDITIONAL SERVICES</u>. The City has the right at any time during

23 the performance of the services, without invalidating this Agreement, to order extra work

24 beyond that specified in the RFP or make changes by altering, adding to or deducting

25 from the work. No extra work may be undertaken unless a written order is first given by

26 the City, incorporating any adjustment in the Agreement Sum, or the time to perform this

27 Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement

28 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be

9

1 approved by the City Representative. Any greater increases, taken either separately or

2 cumulatively, must be approved by the City Council. It is expressly understood by

3 Vendor that the provisions of this paragraph do not apply to services specifically set forth

4 in the RFP or reasonably contemplated in the RFP. Vendor acknowledges that it accepts

5 the risk that the services to be provided pursuant to the RFP may be more costly or time

6 consuming than Vendor anticipates and that Vendor will not be entitled to additional

7 compensation for the services set forth in the RFP.

8   18.   RETENTION OF FUNDS. Vendor authorizes the City to deduct from

9 any amount payable to Vendor (whether or not arising out of this Agreement) any

10 amounts the payment of which may be in dispute or that are necessary to compensate

11 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts

12 for which the City may be liable to third parties, by reason of Vendor's acts or omissions

13 in performing or failing to perform Vendor's obligations under this Agreement. In the

14 event that any claim is made by a third party, the amount or validity of which is disputed

15 by Vendor, or any indebtedness exists that appears to be the basis for a claim of lien, the

16 City may withhold from any payment due, without liability for interest because of the

17 withholding, an amount sufficient to cover the claim. The failure of the City to exercise

18 the right to deduct or to withhold will not, however, affect the obligations of Vendor to

19 insure, indemnify and protect the City as elsewhere provided in this Agreement.

20   19.   AMENDMENT. This Agreement, including all Exhibits, shall not be

21 amended, nor any provision or breach waived, except in writing signed by the parties

22 which expressly refers to this Agreement.

23   20.   LAW.

24   A.   This Agreement shall be governed by and construed pursuant

25   to the laws of the State of California (except those provisions of California law

26   pertaining to conflicts of laws). Vendor shall comply with all laws, ordinances,

27   rules and regulations of and obtain all permits, licenses and certificates required

28   by all federal, state and local governmental authorities. Jurisdiction of any

litigation arising from the Agreement will be in Los Angeles County, California.

B.   If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

21.   <u>ENTIRE AGREEMENT</u>. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

22.   <u>INDEMNITY</u>.

A.   Vendor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Vendor's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Vendor, its officers, employees, agents, subcontractors, or anyone under Vendor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B.   In addition to Vendor's duty to indemnify, Vendor shall have a separate and wholly independent duty to defend Indemnified Parties at Vendor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Vendor shall be required for the duty to defend to arise. City shall notify Vendor of any Claim, shall tender the defense of the Claim to Vendor,

11

1   and shall assist Vendor, as may be reasonably requested, in the defense.

2   C.   If a court of competent jurisdiction determines that a Claim

3   was caused by the sole negligence or willful misconduct of Indemnified Parties,

4   Vendor's costs of defense and indemnity shall be (1) reimbursed in full if the court

5   determines sole negligence by the Indemnified Parties, or (2) reduced by the

6   percentage of willful misconduct attributed by the court to the Indemnified Parties.

7   D.   The provisions of this Section shall survive the expiration or

8   termination of this Agreement.

9   23.   FORCE MAJEURE.   If any party fails to perform its obligations

10   because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

11   labor or materials or reasonable substitutes for labor materials, governmental restrictions,

12   governmental regulations, governmental controls, judicial orders, enemy or hostile

13   governmental action, civil commotion, fire or other casualty, or other causes beyond the

14   reasonable control of the party obligated to perform, then that party's performance will be

15   excused for a period equal to the period of such cause for failure to perform.

16   24.   AMBIGUITY.   In the event of any conflict or ambiguity between this

17   Agreement and any Exhibit, the provisions of this Agreement shall govern.

18   25.   COSTS.   If there is any legal proceeding between the parties to

19   enforce or interpret this Agreement or to protect or establish any rights or remedies under

20   it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

21   26.   NONDISCRIMINATION.

22   A.   In connection with performance of this Agreement and subject

23   to applicable rules and regulations, Vendor shall not discriminate against any

24   employee or applicant for employment because of race, religion, national origin,

25   color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

26   disability. Vendor shall ensure that applicants are employed, and that employees

27   are treated during their employment, without regard to these bases. These actions

28   shall include, but not be limited to, the following: employment, upgrading, demotion

12

ARW:bg A12-02316
L:\Apps\CtyLaw32\WPDocs\D008\P019\00355885.DOC

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Vendor agrees to use its best efforts to carry out this policy in its use of sub-Vendors and contractors to the fullest extent consistent with the efficient performance of this Agreement. Vendor may rely on written representations by sub-Vendors and contractors regarding their status. Vendor shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all sub-Vendors and contractors hired by Vendor for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

27. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Vendor certifies and represents that the Vendor will comply with the EBO. The Vendor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Long Beach, the Vendor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

B. The failure of the Vendor to comply with the EBO will be

13

deemed to be a material breach of the Agreement by the City.

C.   If the Vendor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D.   Failure to comply with the EBO may be used as evidence against the Vendor in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E.   If the City determines that the Vendor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Vendor in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

28.   NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Vendor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

29.   COVENANT AGAINST CONTINGENT FEES. Vendor warrants that Vendor has not employed or retained any entity or person to solicit or obtain this Agreement and that Vendor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Vendor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

14

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

30. <u>WAIVER</u>. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

31. <u>CONTINUATION</u>. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.

32. <u>TAX REPORTING</u>. As required by federal and state law, City is obligated to and will report the payment of compensation to Vendor on Form 1099-Misc. Vendor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Vendor shall submit Vendor's Employer Identification Number (EIN), or Vendor's Social Security Number if Vendor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Vendor acknowledges and agrees that City has no obligation to pay Vendor until Vendor provides one of these numbers.

33. <u>ADVERTISING</u>. Vendor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

34. <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Vendor relating to this Agreement.

35. <u>THIRD PARTY BENEFICIARY</u>. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RT LAWRENCE CORPORATION, a California corporation

_____, 2012

By _Leny Wing Tong_
Name _Larry W. Tong_
Title _Director_

_____, 2012

By_____
Name_____
Title_____

"Vendor"

CITY OF LONG BEACH, a municipal corporation

_11·29_____, 2012

By_____ Assistant City Manager
                    City Manager EXECUTED PURSUANT
                                 TO SECTION 301 OF
                                 THE CITY CHARTER.
"City"

This Agreement is approved as to form on _____11-29_____, 2012.

ROBERT E. SHANNON, City Attorney

By _____
              Deputy

16

EXHIBIT "A-1"

Request for Proposals

City of Long Beach

Request For Proposal Number FM12-055

For

REMITTANCE PROCESSING SYSTEM

Release Date: August 27, 2012
Due Date: September 27, 2012

For additional information, please contact:
Purchasing Division, 562/570-6200
This RFP is available in an alternative format by calling 562/570-6200

See Page 5, for instructions on submitting proposals.

Company _RT Lawrence Corp_ Contact Person _Larry W. Tong_

Address _7740 Painter Ave, #100_ State _CA_ Zip _90602_
       Whittier

Telephone (_562_) _696-4843_ Fax (_866_) _330-3495_ Federal Tax ID No. _███████_

Prices contained in this proposal are subject to acceptance within ___120___ calendar days.

I have read, understand, and agree to all terms and conditions herein.   Date ___11/28/12___

Signed ___[signature]___

Print Name & Title ___Larry W. Tong___ ___CEO/President___

Rev 01-26-10

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

TABLE OF CONTENTS

The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

1. OVERVIEW OF PROJECT

The City of Long Beach is seeking proposals for a full image-based remittance processing system and processing stations. The proposal shall include all licenses, installation, full service maintenance, training, support services, shipping, delivery, and removal and disposal of two (2) existing remittance processors as part of this RFP.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
Division	Department of Financial Management, Commercial Services Bureau.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a vendor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposal.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
City	The City of Long Beach and any department or agency identified herein.
Subcontractor	Third party not directly employed by the vendor who will provide services identified in this RFP.
Vendor	Organization/individual submitting a proposal in response to this RFP.

3. SCOPE OF PROJECT

The City of Long Beach is seeking proposals for a full image-based remittance processing system and stations, the services to install, implement, and integrate the hardware and software infrastructure and interfaces to support the remittance processing function, all licenses, full maintenance, training, support services, shipping and delivery. The vendor shall provide support services following the deployment and go-live of the remittance software and hardware. Further, the successful vendor shall disassemble, remove and dispose of the two existing remittance-processing units from the City without causing any disruption to the City's payment processing operation.

The City of Long Beach is currently using two Opex workstations for opening envelopes and separating the envelope contents, and two BancTec 9500 workstations for payment processing. The City uses this equipment to processes approximately 4,484 billings per day that include utility bills, parking citations, business fees, paramedic ambulance bills, false alarms, and City taxes. These printed bills include a returned payment stub with a scan line that provides account and amount due information, see Exhibit A, Sample Payment Stubs.

The City is using four different software applications to support these billing and payments therefore; it is a requirement that the new remittance processing system process payments for all current and future billing systems. However, one interface file is created that includes payments for all of these systems. The new system must be able to, at a minimum, match the existing interface file layout that currently exists (see Exhibit B, Interface File Layout) or produce an interface to each of the systems. In addition, in early 2013, the City's mainframe in-house Utility Billing application will be replaced by the Oracle CC&B Billing System software and must be able to support payments to this system as well.

With the implementation of the Oracle CC&B Billing System software, the City recognizes the opportunities to improve its payment processing operation and replacement to a more efficient processing system. Additionally, imaging documents for record keeping will also increase efficiency of our employees and responding to customer inquiries.

The remittance processing system shall include accounting controls, electronic image capture, Automatic Clearing House (ACH), indexing and archiving capability, and Image Cash Letter (ICL). The responding vendors are encouraged to recommend a preferred software and equipment solution that utilizes the latest efficient business practices.

4. SUBMITTAL INSTRUCTIONS

4.1 The City will hold a pre-proposal conference. The pre-proposal conference will be held on September 5, 2012 at 1:00 pm. on the 5th floor of City Hall, City of Long Beach, 333 West Ocean Boulevard, Long Beach, California, 90802. Vendors may attend the conference in-person or call in. Participation is not mandatory. During the pre-proposal conference vendors shall have the opportunity to ask City staff questions.

Meeting information:
Topic: Remittance Processor RFP Pre-Proposal Conference
Date: Wednesday, September 5, 2012
Time: 1:00 pm, Pacific Daylight Time
Meeting number: 571 990 03
Audio Conference Information:
Call-in toll number (US/Canada) 1-408-792-6300
Access code: 571 990 403
The City will also accept questions in writing via e-mail; please submit questions to: RFPPurchasing@longbeach.gov by September 6, 2012 at 5:00 pm. Responses will be posted at: longbeach.gov/purchasing by September 13, 2012 at 5:00 pm.

4.2 RFP Timeline

TASK	DATE/TIME
Pre-Proposal Conference	September 5, 2012 at 1:00 pm
Deadline to submit questions	September 6, 2012 at 5:00 pm
Answers to questions provide	September 13, 2012 at 5:00 pm
Deadline for submission of proposals	September 27, 2012 at 11:00 am
Evaluation period	October 2012
Selection of vendor	November 2012

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time with notice.

4.3 Vendors shall submit one (1) original proposal marked "ORIGINAL"; four (4) identical copies; and one (1) electronic copy on DVD/CD/Flash Drive as follows:

> City of Long Beach
> Purchasing Division
> Attn: Yvonne A. Lucas
> 333 West Ocean Blvd., 7th Floor
> Long Beach, CA 90802

Proposals shall be submitted in an envelope or box, <u>clearly labeled on the outside:</u>

REQUEST FOR PROPOSAL NO. FM12-055
FOR: REMITTANCE PROCESSING SYSTEM

4.4   Proposals must be received by September 27, 2012 at 11:00 am. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

4.5   The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.

4.6   Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4.7   Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

4.8   The proposal must be signed by the individual(s) legally authorized to bind the vendor.

4.9   If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

4.10   Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.

5. PROPOSAL EVALUATION AND AWARD PROCESS

5.1 Proposals shall be consistently evaluated based upon the following criteria:

- Demonstrated system functionality;
- Experience in performance of comparable software and hardware installation projects;
- Cost, both one-time and ongoing;
- Expertise and availability of key personnel;
- Financial stability;
- Conformance with the terms of this RFP; and,
- References.

5.2 Proposals shall be kept confidential until a contract is awarded.

5.3 The City may also contact the references provided in response to Section 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

5.4 The City reserves the right to request clarification of any proposal term from prospective vendors.

5.5 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another vendor or withdraw the RFP.

5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

6. PROJECT SPECIFICATIONS

6.1 GENERAL SYSTEM REQUIREMENTS

The remittance processing system shall include accounting controls, electronic image capture, Automatic Clearing House (ACH), indexing and archiving capability, and Image Cash Letter (ICL). The system shall include, but not be limited to the following primary functions:

6.1.1   MICR encoding of checks received for multiple transactions.

6.1.2   System must provide complete audit trail endorsement capability.

6.1.3   Provide batch and deposit reports, reconcile all payments credited to total funds deposited.

6.1.4   Prepare deposit reports to bank accounts as necessary.

6.1.5   Handle inquiries and corrections to customer records relating to payments processed.

6.1.6   Create data records for account and payment information for transmission to the various billing systems (current and future) and the mainframe.

6.1.7   Provide Courtesy Amount Recognition (CAR), Legal Amount Recognition (LAR) to read handwritten amounts, allow confidence level threshold to compare CAR with LAR.

6.1.8   Provide electronic image capture (ACH) and retrieval of checks and payment stubs for instantaneous customer service research.

6.1.9   Indexing and archiving capability (ICL).

6.1.10 Image retrieval capability must be possible in both stand-alone mode and from PC based departmental workstations.

6.1.11 Archiving of images after 60 days.

6.1.12 Integrated remote deposit capability using ARC or Check 21.

6.1.13 Selectable endorsement, both printed and virtual for checks for deposit.

6.1.14 Customer support for hardware and software, a toll free support line, remote diagnostics during City business hours, extended hour coverage, and printed user manual.

6.1.15 Hardware support with a maximum 4-hour response time during normal business hours.

6.1.16 The vendor must describe its overall approach to providing customer support including personnel assignments, response times, phone numbers and titles of the customer account representatives who will respond to remittance processing inquiries.

6.2 REPORTING AND AUDIT CAPABILITIES

6.2.1   Ability to create standard and custom reports.

6.2.2   Adequate security features that include the ability to set access controls at multiple levels.

6.2.3 Reporting and inquiry module.

6.2.4 Audit reports to track transactions and balance to deposits.

6.2.5 Complete audit to reflect the number of transactions, checks, and vouchers at any given notice.

6.2.6 Daily activity detail reports.

6.2.7 Daily activity detail reports by user.

6.2.8 Daily audit reports for user/activity, group/activity, system/activity.

6.2.9 Daily balancing reports.

6.2.10 Batch reports.

6.2.11 Electronic Sort Options: processed stubs, processed checks and exceptions/rejects.

6.2.12 Vendor shall include in the proposal a list of all reports generated by the proposed remittance processor and the cost for creating custom reports.

6.3 IMAGE RETRIEVAL AND ARCHIVING

6.3.1 100% image capture of front and back of checks and stubs.

6.3.2 Retrieval and database indexing of stored images is required. Sufficient storage space for a front and back image of the check and the stub is required for 60 days.

6.3.3 Image archiving and retrieval for long-term storage and permanent archive records using a CD-ROM or DVD storage must be available.

6.3.4 Check and stub images must be able to be reprinted with audit trail detail.

6.3.5 The retrieval/inquiry screen must allow for scrolling, zooming, copying and printing of images.

6.3.6 Provide capability in retrieval system to search based on check amount, customer account number, date capture, and amount or data associated with a transaction.

6.3.7 Software should archive all data and images in a database up to 5 years.

6.3.8 Software must have purge capabilities configurable to meet document retention specifications.

6.3.9 Provide image quality testing.

6.4 PAYMENT PROCESSING

6.4.1 Software is easy to use and has a Graphical User Interface (GUI).

6.4.2 Single line MICR reader.

6.4.3 Single line OCR reader.

6.4.4 Single line barcode reader.

6.4.5 Provide capability in retrieval to mark return items.

6.4.6 Read checks with the capability of both virtual or printed user customizable endorsements.

6.4.7 Audit trail required for checks and stubs.

6.4.8 Printing programmable endorser.

6.4.9 Automatic feeding (at least 500 document capacity) or hand feed.

6.4.10 Rated speed of a minimum 180 checks/stubs per minute.

6.4.11 Support the following OCR Fonts:

6.4.11.1 OCR A Numeric

6.4.11.2 OCR A Alphanumeric

6.4.11.3 OCR B Numeric

6.4.11.4 OCR B Alphanumeric

6.4.11.5 Code 39 (Barcode 3 of 9)

6.4.12 Upload data from transactions into City's software application systems individually or by batches.

6.4.13 Must display image for data entry and allow zooming in on the area of interest with a simple mouse click.

6.4.14 Process multiple types of transactions within a single batch.

6.4.15 Provide multiple balancing methods, single item display or multiple item display.

6.4.16 Process the following types of transactions, within the same batch, no manual sorting:

6.4.16.1 Full pay single stub, single check.

6.4.16.2 Partial-pay single stub, single check but payment is for a different amount.

6.4.16.3 Multiple stubs, single check.

6.4.16.4 Multiple stubs, multiple checks.

6.4.16.5 No stub, no payment coupon enclosed with the check.

6.4.16.6 Match or unmatched payment amounts.

6.4.16.7 Exceptions (e.g. check and list).

6.4.16.8 Check only processing.

6.4.16.9 Courtesy Amount Recognition (CAR), Legal Amount Recognition (LAR) to read handwritten amounts, allow confidence level threshold to compare CAR with LAR.

6.4.16.10 Net amount and gross amount (late payment) processing.

6.4.16.11 Complete audit trail.

6.4.16.12 Capability to display only exception transactions.

6.4.17 "Do Not Pay" capability. Occasionally, a customer will dispute a particular charge on their bill (User Tax, Refuse, Water, Gas and Sewer) but will remit payment for the remainder of the charges on the bill. When this occurs the mail opener will stamp the item as "Do Not Pay". The processor operator must have the capability to select which service is not to be processed.

6.4.18 "Stop File" capability. Ability to place a customer(s) on a "No Checks" acceptance.

6.5 BANK REQUIREMENTS

Ability to create multiple deposit files daily. Remote deposit files for Check 21, ICL with X9.37 format.

6.6 SECURITY

Adequate security features that include the ability to set access controls at multiple levels.

6.7 BACK UP DATA AND RECOVERY

Software shall include built-in back up features and data recovery if processing is disrupted due to power loss or other interruptions. Recovery and back up procedures must be documented in the user's manual.

6.8 HARDWARE REQUIREMENTS

6.8.1 Provide a description of the hardware components of the processing system. Include photos, physical dimensions of all proposed equipment and free space required.

6.8.2 Include electrical, heating and air conditioning requirements and any other space conditioning requirements for the system.

6.8.3 Provide performance and accuracy rating of the processing system, including error/failure rates.

6.8.4 Indicate if the City will be required to supply any hardware to support the proposed remittance processor. If the City is required to supply any hardware, please state the hardware requirements for your device / system.

6.8.5 Include a project plan for phasing in the new hardware configuration and de-installing the existing equipment without causing any disruption to the City's payment processing operation.

6.9 CHECK AND STUB SCANNER REQUIREMENTS

6.9.1 A minimum rated speed of 180 checks/stubs per minute or faster.

6.9.2 Automatic document feeder that holds at least 500 items with three (3) output pockets.

6.9.3 Scanner must capture front and rear image of items.

6.9.4 Printing endorsement capability using standard ink cartridge.

6.9.5 Document sizes:

6.9.5.1 Perforated paper is 24# white sheets with the perforation 3 11/32's from the bottom. In the future, we may increase this to 3 1/2 from the bottom.

6.9.5.2 Parking Citations use thermal paper 6" in length by 3" in width with a 1D barcode, see Exhibit A, Sample Payment Stubs.

6.10 SOFTWARE REQUIREMENTS

The proposed software must comply with the following general standards. It is anticipated that the application, database and images will reside on the City servers.

6.10.1 Windows Compatible Operating System.
6.10.2 Preferred database is Microsoft SQL Server 2008.
6.10.3 Ability to print documents to local and network printers.
6.10.4 Software must be the latest release or version at time of proposal.
6.10.5 Application must come with reporting capability, see Section 6.2. In addition, the ability to create customized forms used by the City.
6.10.6 Provide the estimated storage requirements of images that will be produced based on the City's payment processing volume. Provide 5-year storage allocation estimates.
6.10.7 State the number of implementations on the version being proposed. Include each application implemented only where your company was the prime contractor responsible for the project.
6.10.8 Indicate the date of the last and next software upgrade and schedule of future upgrades and changes.

6.11 CONTRACTORS RESPONSIBILITY

The selected vendor will be required to assume responsibility for delivery, installation, programming, licensing, training and maintenance for all equipment and software. In addition, dismantle and remove the existing equipment without causing any disruption to the City's payment processing operation.

During the evaluation process, the City may require an on-site product demonstration. Vendors will be asked to make an oral presentation and provide a demonstration of their proposed system. Vendors will be advised accordingly.

6.12 DELIVERY AND INSTALLATION

6.12.1 Vendor shall deliver, install, program, and complete training no later than 60 to 90 days after contract signing.
6.12.2 The City requires that the remittance processing hardware, software, supplies, and any other related equipment be delivered to the City including inside delivery, installation and programming.
6.12.3 The location for delivery is the City of Long Beach, City Hall, Lobby, 333 West Ocean Boulevard, Long Beach, California, 90802. Business hours are 7:30 a.m. - 4:30 p.m. PST, Monday - Friday excluding City Holidays. Hours may be extended if necessary.
6.12.4 The Contractor shall identify in writing to the City when the equipment has been fully installed, programmed and is deemed ready for user testing.

6.13   STANDARD ACCEPTANCE AND EVALUATION PERIOD

There will be an evaluation/acceptance period of 30 days commencing at 8:00 a.m. PST, on the first day that the processors are installed and operational. The equipment and all software must be running and available for normal processing as specified at least 98% of the time during normal City workdays for the entire evaluation period. The formula to determine the average effectiveness level shall be determined by:

Effectiveness = Total Time - Down Time/Total Time.

If the equipment or software does not meet the performance test, then the City may, at its sole discretion, extend the performance period for an additional period of time up to 30 days. If after 60 days the performance test has not been successful, the City may, at its sole discretion, request a replacement of any necessary item or terminate the order without the City incurring any additional liability or expense.

When the equipment or software meets the required acceptance test, the City will notify the vendor. Warranty/maintenance shall begin on the first day after the successful trial evaluation period and said date will become the date of installation.

6.14   TRAINING

Training of all appropriate personnel on the processing system and processors on site shall occur during City business hours (7:30 a.m. - 4:30 p.m. PST, Monday - Friday). Training as well as printed training material in each of the following areas will be required.

6.14.1   Daily use and maintenance of the equipment.
6.14.2   Remittance processing applications as described within the RFP.
6.14.3   Payment processing.
6.14.4   Setting up documents to scan.
6.14.5   Scanning processes.
6.14.6   Image retrieval.
6.14.7   Reporting (definition, retrieval and printing).
6.14.8   Supervisor training for Security Administrator(s).
6.14.9   Any additional features as needed.

7.   **WARRANTY/MAINTENANCE AND SERVICE**

Please specify in detail the following:

7.1   Specify the length and terms of the warranty/maintenance and service provided with each remittance processor.

7.2   For each remittance processor, vendors must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, service hours, along with contact name and phone number for each location.

7.3   Include costs related to post warranty/maintenance and service, repair price list and ability to repair or replace equipment without causing any disruption to the City's payment processing operation.

8.   **COMPANY BACKGROUND AND REFERENCES**

8.1   PRIMARY CONTRACTOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the requested software and hardware described in this RFP.
- Length of time vendor has been providing the requested software and hardware described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

8.2   SUBCONTRACTOR INFORMATION

8.2.1   Does this proposal include the use of subcontractors?

Yes _____   No _____   Initials _____

If "Yes", vendor must:

8.2.1.1   Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

8.2.1.2   Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.

8.2.1.3   References as specified in Section 8.3 below must also be provided for any proposed subcontractors.

8.2.1.4   The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

8.2.1.5   Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3   REFERENCES

Vendors should provide a minimum of five (5) references (current user's) of similar software and hardware installation projects performed for clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name, telephone number, and e-mail address.

8.4   BUSINESS LICENSE

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business license.

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

9.   COST PROPOSAL

9.1   Proposals should contain a clear and comprehensive response to all requirements in Sections 3 through 11 in the order contained herein. All responses should be identified by the corresponding Section and item number.

9.2   Vendors must provide a detailed list of all costs, both one-time and ongoing. The proposal must include all costs, including software, hardware, configuration, modification, training, interfaces with City systems, implementation, labor, materials, customized reports, delivery, installation, and removal of existing equipment. This includes any travel or per diem expenses and any trade in credit for the City's existing remittance processors.

9.3   Vendor must provide a listing of any ongoing costs such as annual maintenance and support as well as post-warranty maintenance and support costs.

9.4   Vendors must submit a project timeline (beginning to completion) and include the number of hours of service to be provided for each phase of the project.

10.   ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not applicable.

11.   TERMS, CONDITIONS AND EXCEPTIONS

11.1   If awarded, the contract shall commence on the date it is signed by all required parties and filed in the Office of the City Clerk.

11.2   The City reserves the rights to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

11.3   The City reserves the right to waive informalities and minor irregularities in proposals received.

11.4   The City reserves the right to reject any or all proposals received prior to contract award.

11.5   The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

11.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible, so that corrective item may be furnished to prospective vendors.

11.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents may render a proposal non-responsive.

11.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

11.9 Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

11.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.

11.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor.

11.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

11.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

11.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.

11.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall

constitute a complete waiver of any and all claims for damages caused by any release of the information.

11.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

11.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

11.18 The awarded vendor must maintain, for the duration of its contract, insurance coverage as required by the City. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage.

11.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

11.20 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

11.21 The City will not be liable for Federal, State, or local excise taxes.

11.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.

11.23 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

11.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

11.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

11.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

Attachment A

CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES ___✓___ NO _____

_____

AUTHORIZED SIGNATURE AND DATE

LARRY W. TONG, DIRECTOR

_____

PRINTED NAME AND TITLE

RT LAWRENCE CORPORATION

_____

COMPANY NAME

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
		NONE

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Attachment B

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

_____
AUTHORIZED SIGNATURE AND DATE

LARRY W. TONG, DIRECTOR
_____
PRINTED NAME AND TITLE

RT LAWRENCE CORPORATION
_____
COMPANY NAME

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Attachment C

W-9 FORM

| Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service | **Request for Taxpayer**
Identification Number and Certification | **Give form to the**
requester. Do not
send to the IRS. |

Print or type — **See Specific Instructions on page 2.**

Name (as shown on your income tax return)
RT LAWRENCE CORPORATION

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
7740 PAINTER AVENUE, SUITE 100

Requester's name and address (optional)

City, state, and ZIP code
WHITTIER, CA 90602

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

███████

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| **Sign Here** | Signature of U.S. person ▶ | *[signature]* | Date ▶ 11/28/12 |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

● An individual who is a U.S. citizen or U.S. resident alien,

● A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

● An estate (other than a foreign estate), or

● A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

● The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Attachment D

DEBARMENT CERTIFICATION

Debarment, Suspension, Ineligibility Certification
(Please read attached *Acceptance of Certification* and *Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order.

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:

   - Neither it nor 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;
   - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of 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 or previously 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 the above paragraph of this certification; and
   - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.

2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

_____
Signature of Authorized Representative

DIRECTOR
_____
Title of Authorized Representative

RT LAWRENCE CORPORATION   11/28/12
_____   _____
Business/Contractor/ Agency   Date

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:

2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form,
Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.

2. The City of Long Beach checks the <u>Excluded Parties List System</u> at *www.epls.gov* to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.

3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.

4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.

5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.

6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

City of Long Beach, Business Relations, Purchasing Division at 562-570-6200

Attachment E

SMALL BUSINESS ENTERPRISE PROGRAM

Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE/VSBE/LSBE firms to submit proposals for this opportunity.

The City has established a Small Business Enterprise (SBE), Very Small Business Enterprises (VSBE), and Local Small Business Enterprise Program to encourage small business participation on construction contracts, professional services and procurement contracts. **Although SBE/VSBE/LSBE participation goals were not assigned to this contract, the City strongly encourages all bidders to include such participation wherever possible, by utilizing small business subcontractors, vendors, and suppliers. The City also strongly encourages SBE/VSBE/LSBE firms to respond to this solicitation as prime contractors.** Questions concerning the City's SBE/VSBE/LSBE Program should be directed to the Business Relations Bureau at SBE@longbeach.gov or 562-570-6200.

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Attachment F

EQUAL BENEFITS ORDINANCE

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

<u>The EBO is applicable to the following employers:</u>

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of $100,000 or more

- For-profit entities that generate $350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:
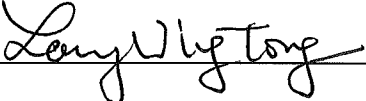
> 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
> 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
> 3) Upon expiration of the contractor's current collective bargaining agreement(s).

<u>Compliance with the EBO</u>

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor that may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: LARRY W. TONG   Title: DIRECTOR

Signature: _____   Date: 11/28/12

Business Entity Name: RT LAWRENCE CORPORATION

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE

Section 1. <u>CONTRACTOR/VENDOR INFORMATION</u>

Name: __RT LAWRENCE CORPORATION__ Federal Tax ID No. ██████████

Address: __7740 PAINTER AVENUE, SUITE 100__

City: __WHITTIER__ State: __CA__ ZIP: __90602__

Contact Person: __ROSE NICCOLI__ Telephone: __562-696-4843__

Email: __ROSE.NICCOLI@RTLAWRENCE.COM__ Fax: __866.330.3495__

Section 2. <u>COMPLIANCE QUESTIONS</u>

A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. _____Yes __X__No

B. Does your company provide (or make available at the employees' expense) any employee benefits? __X__Yes _____No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
__X__Yes _____No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
__X__Yes _____No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
__X__Yes _____No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A.   Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B.   If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 28th day of November, 2012, at Whittier, CA

Name LARRY W. TONG   Signature [signature]

Title DIRECTOR   Federal Tax ID No. ███████

Attachment G

PRO-FORMA (SAMPLE) AGREEMENT

PRO-FORMA (SAMPLE) AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 200_, by and between (NAME OF CONSULTANT), a (STATE) corporation/limited liability company etc ("Consultant"), with a place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1.   SCOPE OF WORK OR SERVICES.

A.   Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars ($_____), at the rates or charges shown in Exhibit "A".

B.   Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business

hours and provided that milestones for performance, if any, are met.

C.   Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

D.   Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

E.   CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

2.   TERM. The term of this Agreement shall commence at midnight on (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3.   COORDINATION AND ORGANIZATION.

A.   Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Agreement and

2

incorporated by this reference. Consultant shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Consultant information or materials, if any, described in Exhibit "C", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B.   The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee, _____. City shall have the right to approve any person proposed by Consultant to replace that key employee.

4.   INDEPENDENT CONTRACTOR.   In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5.   INSURANCE.

A.   As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best

3

1   Company or from authorized non-admitted insurance companies subject to

2   Section 1763 of the California Insurance Code and that have ratings of or

3   equivalent to A:VIII by A.M. Best Company, the following insurance:

4   (a) Commercial general liability insurance (equivalent in scope to

5   ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than

6   $1,000,000 per each occurrence and $2,000,000 general aggregate. This

7   coverage shall include but not be limited to broad form contractual liability,

8   cross liability, independent contractors liability, and products and

9   completed operations liability. City, its boards and commissions, and their

10   officials, employees and agents shall be named as additional insureds by

11   endorsement (on City's endorsement form or on an endorsement

12   equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and

13   this insurance shall contain no special limitations on the scope of

14   protection given to City, its boards and commissions, and their officials,

15   employees and agents. This policy shall be endorsed to state that the

16   insurer waives its right of subrogation against City, its boards and

17   commissions, and their officials, employees and agents.

18   (b) Workers' Compensation insurance as required by the California

19   Labor Code and employer's liability insurance in an amount not less than

20   $1,000,000. This policy shall be endorsed to state that the insurer waives

21   its right of subrogation against City, its boards and commissions, and their

22   officials, employees and agents.

23   (c) Professional liability or errors and omissions insurance in an

24   amount not less than $1,000,000 per claim.

25   (d) Commercial automobile liability insurance (equivalent in scope

26   to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

27   amount not less than $500,000 combined single limit per accident.

28   B.   Any self-insurance program, self-insured retention, or

deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C.   Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D.   If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E.   Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F.   Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and

5

contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G.   Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H.   The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

6.   ASSIGNMENT AND SUBCONTRACTING.   This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

6

7.   CONFLICT OF INTEREST.   Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client.   And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8.   MATERIALS.   Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "C".

9.   OWNERSHIP OF DATA.   All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

10.   TERMINATION.   Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party.   In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid.   The procedures for payment in Section 1.B. with regard to invoices shall apply.   On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the

performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to City.

11. CONFIDENTIALITY. Consultant shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and

specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

16. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

17. INDEMNITY. Consultant shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising, directly or indirectly, in whole or in part, out of any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone under Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to

9

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend

2 City and shall continue this defense until the Claim is resolved, whether by settlement,

3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on

4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall

5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any

6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at

7 Consultant's sole expense, as may be reasonably requested, in the defense.

8   18.   AMBIGUITY. In the event of any conflict or ambiguity between this

9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

10   19.   COSTS. If there is any legal proceeding between the parties to

11 enforce or interpret this Agreement or to protect or establish any rights or remedies under

12 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

13   20.   NONDISCRIMINATION.

14   A.   In connection with performance of this Agreement and subject

15 to applicable rules and regulations, Consultant shall not discriminate against any

16 employee or applicant for employment because of race, religion, national origin,

17 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

18 disability. Consultant shall ensure that applicants are employed, and that

19 employees are treated during their employment, without regard to these bases.

20 These actions shall include, but not be limited to, the following: employment,

21 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

22 termination; rates of pay or other forms of compensation; and selection for training,

23 including apprenticeship.

24   B.   It is the policy of City to encourage the participation of

25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's

26 procurement process, and Consultant agrees to use its best efforts to carry out

27 this policy in its use of subconsultants and contractors to the fullest extent

28 consistent with the efficient performance of this Agreement. Consultant may rely

on written representations by subconsultants and contractors regarding their status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

22. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California ____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of

11

1 this warranty.

2   23.   <u>COVENANT AGAINST CONTINGENT FEES</u>. Consultant warrants

3 that Consultant has not employed or retained any entity or person to solicit or obtain this

4 Agreement and that Consultant has not paid or agreed to pay any entity or person any

5 fee, commission or other monies based on or from the award of this Agreement. If

6 Consultant breaches this warranty, City shall have the right to terminate this Agreement

7 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct

8 from payments due under this Agreement or otherwise recover the full amount of the fee,

9 commission or other monies.

10   24.   <u>WAIVER</u>. The acceptance of any services or the payment of any

11 money by City shall not operate as a waiver of any provision of this Agreement or of any

12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

13 Agreement shall not constitute a waiver of any other or subsequent breach of this

14 Agreement.

15   25.   <u>CONTINUATION</u>. Termination or expiration of this Agreement shall

16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

17 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

18   26.   <u>TAX REPORTING</u>. As required by federal and state law, City is

19 obligated to and will report the payment of compensation to Consultant on Form 1099-

20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes

21 resulting from payments under this Agreement. Consultant's Employer Identification

22 Number is _____. If Consultant has a Social Security Number rather than an

23 Employer Identification Number, then Consultant shall submit that Social Security

24 Number in writing to City's Accounts Payable, Department of Financial Management.

25 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

26 Consultant provides one of these numbers.

27   27.   <u>ADVERTISING</u>. Consultant shall not use the name of City, its

28 officials or employees in any advertising or solicitation for business or as a reference,

without the prior approval of the City Manager or designee.

28.   <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

29.   <u>THIRD PARTY BENEFICIARY</u>. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

_____, 200_   By_____

_____
Type or Print Name

_____, 200_   By_____

_____
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 200_   By_____
                                              City Manager

"City"

This Agreement is approved as to form on _____, 200_.

ROBERT E. SHANNON, City Attorney

By _____
                    Deputy

13

Exhibit A

Sample Payment Stubs

Utility Bill

Business License Bill

Parking Citation

Ambulance Transport Bill

Parking Citation/Ticket

3442

REGULAR BILL

TOTAL AMOUNT DUE ➡ **$104.43**

ENTER AMOUNT PAID ➡

0012705361050e 0000010443C

**PLEASE PRINT MAILING ADDRESS
OR PHONE NO. CHANGES BELOW.**

LONG BEACH CA 90804-2413

80 80   60-M
Enclosed is a SEPARATE check payable to the Campaign reform act for $ _____

1033
ACCOUNT:

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
BILLING STATEMENT

DUE DATE: 03/28/12

3

TOTAL AMOUNT DUE: $707.76 H

PLEASE RETURN THIS PORTION WITH PAYMENT

15600200069401 00000707760

LONG BEACH CA 90803-3231

DBA:
SITE:

- -

Please return this portion with payment to:
City of Long Beach
P.O. Box 22766
Long Beach, CA 90801-5766

0086344472510u 000000500005

	Penalty Amount If Received By Due Date	Mail Date 04/24/2012	Penalty Amount If Received After Due Dat
HENDERSON, NV 89014-6009	$50.00	Due Date 05/15/2012	$100.00

| Citation # LB6 . | License |

CITY OF LONG BEACH
EMERGENCY AMBULANCE TRANSPORT

Make check payable to:

City of Long Beach
P. O. Box 630
Long Beach, CA 90842-0001

Payment Due:	05/29/2012
Total Amount Due:	$208.07
Amount Enclosed: $	_____

Patient:
Run Number:
Incident Number:
E-Account:

23311000119895 00000208076

☐ Check here if insurance information is provided on the back.

Patient Name: _____

Address: _____

Phone: ( ) _____

Social Security #: _____

Date of Birth: _____

Primary Insurance Name: _____

Claims Address: _____
_____

Member ID #: _____ Phone: ( ) _____

Secondary Insurance Name: _____

Claims Address: _____
_____

Member ID #: _____ Phone: ( ) _____

_____   _____
Signature of Patient (if minor, parent/guardian)   Date

NOTICE OF PARKING VIOLATION
CITY OF LONG BEACH

You are charged with a violation of the Long Beach Municipal Code or California Vehicle Code. The specific violation and amount due is indicated below.

You must respond to this citation within 21 calendar days of issue by either (1) paying the penalty amount or (2) contesting the citation. See reverse.

PARKING CITATION

CITATION:
LB

Date	Time
TUE 07/03/2012	12:28
Officer Name	Officer ID
	4387

Agency
STREET SWEEPING : (562)570-2890

District 4A
Location

Violation

Code: M10.22.140
STREET SWEEPING

FINE:
$50.00

Vehicle

License No.	State	Exp
	CA	05/13
VIN		Color
Make	Body Style	

Remarks

Long Beach City Hall

Exhibit B

Interface File Layout

```
01  INPUT-RECORD.
    05  I-DATA-TYPE                     PIC XX.
        88  INTERNAL-HEADER                 VALUE 'TH'.
        88  BATCH-HEADER                    VALUE 'BH'.
        88  REGULAR-DOCUMENT                VALUE 'DR'.
        88  MISC-DOCUMENT                   VALUE 'MR'.
        88  CHECK-RECORD                    VALUE 'CK'.
        88  CASH-RECORD                     VALUE 'CA'.
        88  INTERNAL-TRAILER                VALUE 'TT'.
    05  I-INTERNAL-HEADER.
        10  IIH-TRANS-DATE          PIC 9(6).
        10  FILLER REDEFINES IIH-TRANS-DATE.
            15  IIH-TRANS-MO        PIC 99.
            15  IIH-TRANS-DA        PIC 99.
            15  IIH-TRANS-YR        PIC 99.
        10  IIH-TRANS-TIME          PIC 9(6).
        10  IIH-LOCATION-CD         PIC XX.
            88  LONG-BEACH              VALUE 'LB'.
        10  FILLER                  PIC X(59).
    05  I-BATCH-HEADER REDEFINES I-INTERNAL-HEADER.
        10  IBH-BATCH-NO            PIC 9(5).
        10  IBH-SYSTEM-DATE         PIC 9(6).
        10  FILLER REDEFINES IBH-SYSTEM-DATE.
            15  IBH-SYSTEM-MO       PIC 99.
            15  IBH-SYSTEM-DA       PIC 99.
            15  IBH-SYSTEM-YR       PIC 99.
        10  IBH-BATCH-DATE          PIC 9(6).
        10  FILLER REDEFINES IBH-BATCH-DATE.
            15  IBH-BATCH-MO        PIC 99.
            15  IBH-BATCH-DA        PIC 99.
            15  IBH-BATCH-YR        PIC 99.
        10  IBH-MAIL-DATE           PIC 9(6).
        10  FILLER REDEFINES IBH-MAIL-DATE.
            15  IBH-MAIL-MO         PIC 99.
            15  IBH-MAIL-DA         PIC 99.
            15  IBH-MAIL-YR         PIC 99.
        10  IBH-BATCH-TYPE          PIC 9.
            88  MAIL-CHECK              VALUE  1.
        10  IBH-DOCUMENT-TYPE       PIC 9.
            88  REG-DOC                 VALUE  1.
            88  MISC-DOC                VALUE  2.
        10  IBH-REEL-NO             PIC 9(5).
        10  IBH-BLIP-COUNT          PIC 9(5).
        10  IBH-DOCUMENT-COUNT      PIC 999.
        10  IBH-BATCH-TOTAL         PIC 9(8)V99.
        10  IBH-OPER-NO             PIC 999.
        10  FILLER                  PIC X(22).
    05  I-REGULAR-DOCUMENT REDEFINES I-INTERNAL-HEADER.
        10  IRD-TRANS-NO            PIC 999.
        10  IRD-DOCUMENT-TYPE       PIC 9.
        10  IRD-TRANS-TYPE          PIC X.
            88  SINGLE-DOC              VALUE 'S'.
            88  MULTI-DOC               VALUE 'M'.
```

```
        88  LAST-DOC               VALUE 'L'.
     10 IRD-BATCH-NO            PIC 9(5).
     10 IRD-BATCH-DATE          PIC 9(6).
     10 FILLER REDEFINES IRD-BATCH-DATE.
        15  IRD-BATCH-MO        PIC 99.
        15  IRD-BATCH-DA        PIC 99.
        15  IRD-BATCH-YR        PIC 99.
     10 IRD-REEL-NO             PIC 9(5).
     10 IRD-BLIP-COUNT          PIC 9(5).
     10 IRD-APPL-CD.
        15  IRD-APPL-CD-N       PIC 999.
     10 IRD-ACCT-NO             PIC 9(10).
        88  NO-ACCT-NO             VALUE ZERO.
     10 IRD-AMOUNT              PIC 9(8)V99.
     10 IRD-DO-NOT-PAY.
        15  IRD-DO-NOT-PAY-CD    PIC X  OCCURS 20.
            88  NO-DISPUTE      VALUE SPACE.
            88  NO-PAY-TAX      VALUE '1'.
            88  NO-PAY-REF      VALUE '2'.
            88  NO-PAY-WTR      VALUE '3'.
            88  NO-PAY-GAS      VALUE '4'.
            88  NO-PAY-SWR      VALUE '5'.
            88  NO-PAY-SVC-CHG  VALUE '6'.
            88  NO-PAY-MISC-G   VALUE '7'.
            88  NO-PAY-MISC-W   VALUE '8'.
     10 FILLER REDEFINES IRD-DO-NOT-PAY.
        15  FILLER                  PIC X(8).
        15  IRD-DO-NOT-PAY-12  PIC X(12).
     10 IRD-DOC-SUB-SEQ        PIC 999.
     10 IRD-CASH               PIC X.
  05 I-CHECK-RECORD REDEFINES I-INTERNAL-HEADER.
     10 ICR-TRANS-NO           PIC 999.
     10 ICR-CHECK-SEQ-NO       PIC 999.
     10 ICR-CHECK-COUNT        PIC 999.
     10 ICR-REEL-NO            PIC 9(5).
     10 ICR-BLIP-COUNT         PIC 9(5).
     10 ICR-CHECK-AMOUNT       PIC 9(8)V99.
     10 FILLER                 PIC X(44).
  05 I-INTERNAL-TRAILER REDEFINES I-INTERNAL-HEADER.
     10 IIT-RECORD-COUNT       PIC 9(7).
     10 IIT-TOTAL-AMOUNT       PIC 9(8)V99.
     10 FILLER                 PIC X(56).
  05 I-TRANS-SEQ-NO            PIC 9(5).
```

EXHIBIT "A-2"

Scope of Work/Services

City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

The City of Long Beach is seeking proposals for a full image-based remittance processing system and stations, the services to install, implement, and integrate the hardware and software infrastructure and interfaces to support the remittance processing function, all licenses, full maintenance, training, support services, shipping and delivery. The vendor shall provide support services following the deployment and go-live of the remittance software and hardware. Further, the successful vendor shall disassemble, remove and dispose of the two existing remittance-processing units from the City without causing any disruption to the City's payment processing operation.

The City of Long Beach is currently using two Opex workstations for opening envelopes and separating the envelope contents, and two BancTec 9500 workstations for payment processing. The City uses this equipment to processes approximately 4,484 billings per day that include utility bills, parking citations, business fees, paramedic ambulance bills, false alarms, and City taxes. These printed bills include a returned payment stub with a scan line that provides account and amount due information, see Exhibit A, Sample Payment Stubs.

The City is using four different software applications to support these billing and payments therefore; it is a requirement that the new remittance processing system process payments for all current and future billing systems. However, one interface file is created that includes payments for all of these systems. The new system must be able to, at a minimum, match the existing interface file layout that currently exists (see Exhibit B, Interface File Layout) or produce an interface to each of the systems. In addition, in early 2013, the City's mainframe in-house Utility Billing application will be replaced by the Oracle CC&B Billing System software and must be able to support payments to this system as well.

With the implementation of the Oracle CC&B Billing System software, the City recognizes the opportunities to improve its payment processing operation and replacement to a more efficient processing system. Additionally, imaging documents for record keeping will also increase efficiency of our employees and responding to customer inquiries.

The remittance processing system shall include accounting controls, electronic image capture, Automatic Clearing House (ACH), indexing and archiving capability, and Image Cash Letter (ICL). The responding vendors are encouraged to recommend a preferred software and equipment solution that utilizes the latest efficient business practices.

CITY OF LONG BEACH
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Narrative/Technical Response
Remittance Processing System RFP No. FM12-055
Due Date: September 27, 2012

TAB 3: SYSTEM DESCRIPTION DOCUMENTS
A. RTL's STATEMENT OF WORK

Part 1 – Business Solution Methodology

General Implementation Approach
RT Lawrence employs a dedicated team of individuals that are dedicated to the customer and the successful implementation of our Business Solution. Our implementation services include extensive pre-onsite preparation done in partnership with the client, system installation and testing, followed by further on-site testing and training. As a special bonus at no charge to City of Long Beach, RTL will help pre-install the software remotely to expedite the on-site process. We identify and work closely with key members of the client staff to ensure that we address all the key components of an installation. This means being considerate to the management's objectives, hardware/security standards, finance/accounting concerns, and of course, end-user processes and reconciliation.

There are four main components of our business solution implementation. Initially, there are two separate tracks: the technical content governed by the Business Process Review and the logistical project management governed by the Business Solution Implementation Plan. These two culminate and come together with the On-Site Training where the customer will receive highly focused, productive training. Each of these three main components are discussed briefly below and then expanded in separate parts following.

Well Thought Out Business Solution Implementation Planning & Management
Once RT Lawrence has been selected to provide a Remittance Processing System, we will develop an extremely detailed step-by-step Business Solution Implementation Plan (BSIP). This plan is documented by a Gantt chart showing all steps of the implementation process. Please see Part 2 for details.

Business Process Review
The key component that RT Lawrence brings to Remittance Processing is its understanding of the business process involved in processing payments. The main purpose is to have a technical blueprint that will be a working document and guide the entire process. Our uniqueness is our ability to deliver re-engineered streamlined business processes to benefit the client and meet, and usually exceed their requirements. During the Business Process Review (BPR), a business process expert will analyze the client's entire process of accepting and posting payments. He (or she) will utilize RTL's extensive knowledge and experience with Best Practices to make recommendations about how to improve the process. He will also help the client understand the reengineered process. He will then document all parts of the process so the technical experts at RTL can configure the software to match the client's system. All of the results will be documented in a document to be shared with the client.

The BPR is vital in delivering "intelligent BUSINESS solutions" to the client and more details are provided in Part 3.

Pre-Onsite Solution Setup, Configuration, and Testing
Your RTL Project Team will setup and configure your solution in our office prior to the onsite visit, using our equipments, to ensure smooth and high quality onsite installation and maximize the face-to-face training time during the onsite visit.

Onsite Installation, Testing & Training
RTL staff will conduct final installation, complete additional testing on-site to confirm readiness and then conduct the Training. This hands-on training is the centerpiece of the RTL experience. Our on-site personnel will guide the client, including IT and using department through the entire remittance process system. Normally this period is one week, but for more complex operations it can extend for several weeks. Please see Part 4 for a detailed description.

CITY OF LONG BEACH
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Narrative/Technical Response
Remittance Processing System RFP No. FM12-055
Due Date: September 27, 2012

Part 2 – Business Solution Implementation Plan

Overview

RTL believes in maintaining open lines of communication and accessibility of our entire team. The entire RTL Project Team in addition to your account executives and managers are readily available to assist you in any aspect of the pre to post project matters. The kick off meeting will determine agreed upon timelines and project responsibilities for both RTL and the CLIENT.

The following are the major components of the BSIP:

Initial Preparation: This includes assembling of the team and establishing required meetings. RTL initiates ordering of appropriate equipment and services from other vendors. RTL will also request items from the client in order to start analysis and design of the process.

Kick-Off Meeting: Upon award of contract, an RTL meeting is held internally between RTL sales account representatives, RTL project management and the purchasing department to appropriately "hand-off" and transfer knowledge of the account to the next phase, which is business solution implementation. RTL will then soon thereafter schedule a "KICK-OFF" meeting and the Client will participate in a Kick-Off meeting with the Client project team, which would comprise of user-department representatives and IT staff, to "jump start" the project. At this meeting, the preliminary draft of the Business Solution Implementation Plan will be provided to the client and discussion among the parties held. City of Long Beach will have the opportunity to review and approve the BSIP.

Technical Preparation and Follow Up: This proposal includes recommendation of typical hardware configuration. However, the Client has the option to make different decisions after further discussion with RTL staff. As a standard, RTL will provide information and guidance to client IT staff to allow them to make final decisions on hardware assignments, such as servers, and if preferred, order additional equipment. In regards to remote access security protocol and policy RTL is also flexible working with a variety of remote connection options (e.g. VPN, Webex etc.). Sample storage requirements will also be provided, to allow the IT staff to spec and size the hardware appropriately. IT staff are invited to ask questions about the sharing or hardware, use virtual PCs, etc. RTL also provides a technical checklist to decrease implementation risks. Of course, RTL staff is available for additional consultation beyond the technical meeting. Throughout the entirety of the project, the dedicated RTL Project Coordinator will work closely with your IT team to follow up on the necessary server(s), workstation(s) preparation, site preparation, and scanner and other hardware delivery and readiness preparation.

Business Process Review: This important component is discussed in Part 3.

Check 21 Bank Coordination/Meetings/Testing: (For future Check21 Setup) RTL works closely with the client to guide them through the process of implementing the Check 21 process with the client's chosen bank. While many aspects of the Check 21 deposit must be determined between the bank and the client, like the file transmission method, RTL will stay closely involved to make the client aware of the elements involved from scanning the check to final reconciliation and transmission in electronic form. RTL will be intimately involved with the bank for coordination and testing of Check 21 files.

Pre-Onsite Staging and Testing: Prior to onsite installation, your dedicated RTL project team will setup and configure the RTL solution to match your streamlined business processes (i.e., as defined in the Business Process Review) in our facility. By pre-staging and thoroughly testing the solution prior to the onsite installation minimizes any last minute surprises and maximizes face-to-face training time during the onsite implementation period. The RTLFiRST solution will be configured based on the blueprint developed in the BPR. It is our standard practice to have a very vigorous pre-installation preparation and planning process, even though our system is so easy to setup and can be done on-site. As an example of one of our pre-implementation questionnaires, please see Attachment 1.

Pre-Onsite "Installation": To maximize onsite face-to-face training time during the onsite implementation and training visit, we provide "bonus" pre-onsite installation via remote access to get a head start on software and database installation and configuration. This bonus activity does not replace onsite software installation and configuration' it supplements that effort. By being able to pre-install a portion or all the software ahead of the onsite visit, the joint project team provides better installation quality and it frees up the onsite visit for more face-time instead of keyboard-time. The client will also have the opportunity to see the process prior to on-site training, so that, if needed, adjustments can be made.

CITY OF LONG BEACH
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Narrative/Technical Response
Remittance Processing System RFP No. FM12-055
Due Date: September 27, 2012

Scanner Installation: The installation of the scanning equipment will be done by the hardware technician who is a specialist in that area. The hardware technician will provide the user training on the maintenance of that scanner (cleaning, change ink cartridges, etc.)

Onsite Installation, Training, and Post Implementation-Care: RTL Implementation Specialist will be onsite and conduct onsite installation, testing and training of the Client's Remittance Operators. Please see Part 4 for a detailed description.

CITY OF LONG BEACH
RTLFIRST REMITTANCE PROCESSING SOLUTION PROJECT IMPLEMENTATION PLAN
(Subject to Discussion)
* Please note that the dates listed in this plan are not the actual dates of implementation.
The dates listed are intended to reflect the planned tasks and the relative order of implementation.

	Sample Project Implementation Plan	Duration	Start	Finish	Timeline markers
1	CITY OF LONG BEACH & RTL Contract Signing/Order Received	60 days	Mon 11/5/12	Fri 1/25/13	RTL/CLIENT
2					
3	☐ Initial Preparation	5 days	Mon 11/5/12	Fri 11/9/12	
4	Assign Project Team	1 day	Mon 11/5/12	Mon 11/5/12	RTL/CLIENT
5	Establish Required Meetings	1 day	Tue 11/6/12	Tue 11/6/12	RTL/CLIENT
6	Order Appropriate Equipments	1 day	Wed 11/7/12	Wed 11/7/12	RTL
7	Request Items from Client to Start Analysis & Design Proce	2 days	Thu 11/8/12	Fri 11/9/12	RTL/CLIENT
8					
9	☐ Kick-Off Meeting	5 days	Mon 11/12/12	Fri 11/16/12	
10	Organize Internal Kick-Off Meeting	1 day	Mon 11/12/12	Mon 11/12/12	RTL/CLIENT
11	Coordinate RTL/Client Kick-Off Meeting	1 day	Tue 11/13/12	Tue 11/13/12	CLIENT
12	Draft Business Solution Implemantation Plan	1 day	Wed 11/14/12	Wed 11/14/12	
13	Client Review and Approval of the BSIP	2 days	Thu 11/15/12	Fri 11/16/12	
14					
15	☐ Technical Preparation and Follow Up	13 days	Mon 11/19/12	Wed 12/5/12	
16	Recommend Typical Hardware Configuration	1 day	Mon 11/19/12	Mon 11/19/12	RTL/CLIENT
17	Order Additional Equipments (if preferred)	1 day	Tue 11/20/12	Tue 11/20/12	CLIENT
18	Internal: Definition and Validation of Features	2 days	Wed 11/21/12	Thu 11/22/12	CLIENT
19	Real Time Lookup and Business Rules Definition	2 days	Fri 11/23/12	Mon 11/26/12	CLIENT
20	Obtain Client's Stored Procedure	5 days	Tue 11/27/12	Mon 12/3/12	RTL/CLIENT
21	Configuration	1 day	Tue 12/4/12	Tue 12/4/12	
22	Internal Testing and QA	1 day	Wed 12/5/12	Wed 12/5/12	
23					
24	☐ Business Process Review	12 days	Thu 11/8/12	Fri 11/23/12	
25	Discuss Current and Future Business Process	1 day	Thu 11/8/12	Thu 11/8/12	RTL/CLIENT
26	Question and Answer	1 day	Thu 11/8/12	Thu 11/8/12	RTL/CLIENT
27	Review and Approval Before Implementation	1 day	Fri 11/9/12	Fri 11/9/12	RTL/CLIENT
28					

Timeline header: November | December | January | February — week columns: 11/4, 11/11, 11/18, 11/25, 12/2, 12/9, 12/16, 12/23, 12/30, 1/6, 1/13, 1/20, 1/27, 2/3, 2/10, 2/17, 2/24

CITY OF LONG BEACH

RTLFiRST Remittance Processing Solution
Project Implementation Plan
(Subject to Discussion)

ID		Duration	Start	Finish
	Sample Project Implementation Plan			
1	CITY OF LONG BEACH & RTL Contract Signing/Order Received	75 days	Wed 12/5/12	Tue 3/19/13
2	CITY OF LONG BEACH CITY COUNCIL APPROVAL	1 day	Tue 11/20/12	Tue 11/20/12
3	CITY OF LONG BEACH PO ISSUED TO RTL	1 day	Wed 12/5/12	Wed 12/5/12
4				
5	Initial Preparation	5 days	Wed 12/5/12	Tue 12/11/12
6	Assign Project Team	1 day	Wed 12/5/12	Wed 12/5/12
7	Establish Required Meetings	1 day	Thu 12/6/12	Thu 12/6/12
8	Order Appropriate Equipments	1 day	Fri 12/7/12	Fri 12/7/12
9	Request Items from Client to Start Analysis & Design Process	2 days	Mon 12/10/12	Tue 12/11/12
10				
11	Kick-Off Meeting	5 days	Wed 12/12/12	Tue 12/18/12
12	Organize Internal Kick-Off Meeting	1 day	Wed 12/12/12	Wed 12/12/12
13	Coordinate RTL/Client Kick-Off Meeting	1 day	Thu 12/13/12	Thu 12/13/12
14	Draft Business Solution Implemantation Plan	1 day	Fri 12/14/12	Fri 12/14/12
15	Client Review and Approval of the BSIP	2 days	Mon 12/17/12	Tue 12/18/12
16				
17	Technical Preparation and Follow Up	13 days	Wed 12/19/12	Fri 1/4/13
18	Recommend Typical Hardware Configuration	1 day	Wed 12/19/12	Wed 12/19/12
19	Order Additional Equipments (if preferred)	1 day	Thu 12/20/12	Thu 12/20/12
20	Internal: Definition and Validation of Features	2 days	Fri 12/21/12	Mon 12/24/12
21	Real Time Lookup and Business Rules Definition	2 days	Tue 12/25/12	Wed 12/26/12
22	Obtain Client's Stored Procedure	5 days	Thu 12/27/12	Wed 1/2/13
23	Configuration	1 day	Thu 1/3/13	Thu 1/3/13
24	Internal Testing and QA	1 day	Fri 1/4/13	Fri 1/4/13
25				
26	Business Process Review	12 days	Mon 12/10/12	Tue 12/25/12
27	Discuss Current and Future Business Process	1 day	Mon 12/10/12	Mon 12/10/12
28	Question and Answer	1 day	Mon 12/10/12	Mon 12/10/12
29	Review and Approval Before Implementation	1 day	Tue 12/11/12	Tue 12/11/12
30				
31	Objectives and Deliverables	5 days	Wed 12/12/12	Tue 12/18/12
32	Types of payments received, processed, or desired to be processed	1 day	Wed 12/12/12	Wed 12/12/12
33	Handling procedures that performed special processing requiremei	1 day	Thu 12/13/12	Thu 12/13/12
34	Data intergration and/or interfaces	1 day	Fri 12/14/12	Fri 12/14/12
35	Reporting requirements	1 day	Mon 12/17/12	Mon 12/17/12
36	Human and other resource requirements and constraints	1 day	Tue 12/18/12	Tue 12/18/12
37	Provide BPR documents in electronic format	1 day	Tue 12/18/12	Tue 12/18/12

Project: City of Long Beach
Date: 9/27/2012

Task	Milestone ◆	External Tasks
Split	Summary	External Milestone ◇
Progress	Project Summary	Deadline ⇩

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.

CITY OF LONG BEACH
RTLFiRST Remittance Processing Solution
Project Implementation Plan
(Subject to Discussion)

ID	Sample Project Implementation Plan	Duration	Start	Finish
38	The Process	5 days	Wed 12/19/12	Tue 12/25/12
44				
45	Check 21 Bank Coordination/Meetings/Testing	24 days	Mon 1/14/13	Thu 2/14/13
46	Obtain ICL File Configuration from the Bank	2 days	Mon 1/14/13	Tue 1/15/13
47	Configure ICL File	5 days	Wed 1/16/13	Tue 1/22/13
48	Cycle 1 Test	5 days	Wed 1/23/13	Tue 1/29/13
49	Cycle 2 Test	10 days	Wed 1/30/13	Tue 2/12/13
50	Final Test File Using Production Batches	2 days	Wed 2/13/13	Thu 2/14/13
51				
52	Pre-Onsite Staging and Testing	5 days	Thu 1/31/13	Wed 2/6/13
53	Setup and Configure RTLFiRST	2 days	Thu 1/31/13	Fri 2/1/13
54	Live Run Test of All Payment Types	1 day	Mon 2/4/13	Mon 2/4/13
55	Fine-Tuning of Operations, if any	2 days	Tue 2/5/13	Wed 2/6/13
56				
57	Pre-Onsite Installation	20 days	Thu 2/7/13	Wed 3/6/13
58	Prepare RTL Server(s)	5 days	Thu 2/7/13	Wed 2/13/13
59	Install Processor/Check21 and Client Workstation	4 days	Thu 2/14/13	Tue 2/19/13
60	Configure RTLFiRST	7 days	Wed 2/20/13	Thu 2/28/13
61	RTLFiRST Training Using Basic Install	4 days	Fri 3/1/13	Wed 3/6/13
62				
63				
64	Scanner Installation	9 days	Mon 2/25/13	Thu 3/7/13
65	Scanner Delivery	1 day	Mon 2/25/13	Mon 2/25/13
66	Scanner Assembly	3 days	Tue 2/26/13	Thu 2/28/13
67	RTL Install and Testing on Scanner PC	5 days	Fri 3/1/13	Thu 3/7/13
68				
69	Onsite Installation, Training, and Post Implementation-Care	10 days	Thu 3/7/13	Wed 3/20/13
70	Testing	4 days	Fri 3/8/13	Wed 3/13/13
71	Prepare Test Samples Based on the Test Plan	1 day	Fri 3/8/13	Fri 3/8/13
72	Obtain Business Rules Files from RTL-QA	1 day	Mon 3/11/13	Mon 3/11/13
73	Perform Testing	2 days	Tue 3/12/13	Wed 3/13/13
74	Document Test Results	1 day	Tue 3/12/13	Tue 3/12/13
75	Client Test Approval	1 day	Mon 3/11/13	Mon 3/11/13
76	Client Walk Through	1 day	Wed 3/13/13	Wed 3/13/13
77	Training	7 days	Thu 3/7/13	Fri 3/15/13
78	Provide Process Outline	1 day	Thu 3/7/13	Thu 3/7/13
79	Process Overview	1 day	Thu 3/7/13	Thu 3/7/13

Project: City of Long Beach
Date: 9/27/2012

Legend: Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.

CITY OF LONG BEACH

RTLFiRST Remittance Processing Solution
Project Implementation Plan
(Subject to Discussion)

ID	Sample Project Implementation Plan	Duration	Start	Finish
80	Train End User on System Operation	2 days	Fri 3/8/13	Mon 3/11/13
81	End User Practice	2 days	Tue 3/12/13	Wed 3/13/13
82	Technical Admin Training	1 day	Thu 3/14/13	Thu 3/14/13
83	Client Approval and Sign Off	1 day	Fri 3/15/13	Fri 3/15/13
84	**Post Implementation-Care**	**3 days**	**Mon 3/18/13**	**Wed 3/20/13**
85	Resolve Open Items	1 day	Mon 3/18/13	Mon 3/18/13
86	Close Review with Client	1 day	Mon 3/18/13	Mon 3/18/13
87	Copy Client Final Configuraiton in RTL Lab	1 day	Mon 3/18/13	Mon 3/18/13
88	Internal Cross Training (Tech Support/Helpdesk)	1 day	Tue 3/19/13	Tue 3/19/13
89	Archive Test Scripts,BPR,PIP, and Samples	1 day	Tue 3/19/13	Tue 3/19/13
90	Close Project	1 day	Tue 3/19/13	Tue 3/19/13
91	**"Go Live" Production Implementation**	**1 day**	**Wed 3/20/13**	**Wed 3/20/13**

Timeline header: Dec '12 (2 | 9 | 16 | 23 | 30), Jan '13 (6 | 13 | 20 | 27), Feb '13 (3 | 10 | 17 | 24), Mar '13 (3 | 10 | 17 | 24 | 31), Apr '13 (7 | 14 | 21 | 28), May (5)

Legend:

Task	Milestone ◆	External Tasks
Split	Summary	External Milestone ◇
Progress	Project Summary	Deadline

Project:
City of Long Beach
Date: 9/27/2012

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.
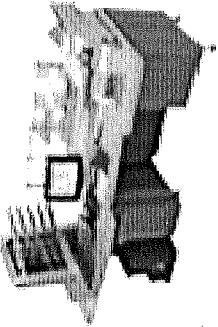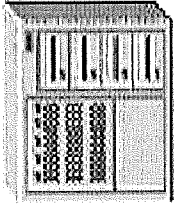
CITY OF LONG BEACH with 2 OPEX AS7200i SCANNER

OPEX AS7200i Scanner
with Model72 Extractor

"RTL provided Equipment"
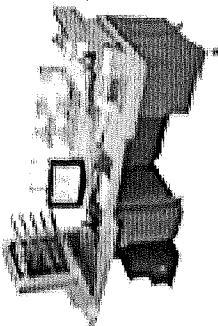
OPEX AS7200i Scanner
with Model72 Extractor
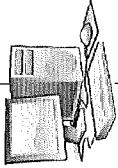
"RTL provided Equipment"

"Database Server for Remittance &
Imaging Archival / Processor Function
Application Server"

"Hardware to be provided by CLB"

OPEX Connect
Dedicated Processor PC

"Hardware to be
provided by CLB"

OPEX Connect
Dedicated Processor PC

"Hardware to be
provided by CLB"

"Hardware to be provided by
CLB"

Check21 Workstation

Network Backbone

"Existing CLB Hardware"

(1) Concurrent License
"RTLFiRST"
Supervisor Workstation

"Existing CLB Hardware"

(4) Concurrent Licenses
"RTLFiRST"
Verification Workstations

"Existing CLB Hardware"

(4) Concurrent Licenses
"FiRSTView"
Imaging Workstations

Legend:

"RTL"	=	RTL Provided Equipment
"CLB"	=	City of Long Beach Provided Equipment

Note 1: Image Research and Verification stations are intended to run on existing LAN workstations.
Note 2: Image Research and Verification are concurrent licenses (enabling installations on many stations).
Note 3: The RP System Server and other key PCs must have an internet-based connection to allow for secured client-approved method remote support.
Note 4: The Processor function will run on the server as well, so it will need a USB port.

** NOT included in the quoted price of the complete system, but this server may be acquired through RTL should City of Long Beach elects to do so.

CITY OF LONG BEACH
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Narrative/Technical Response
Remittance Processing System RFP No. FM12-055
Due Date: September 27, 2012

Part 3 - Business Process Review

Background and Purpose

Subsequent to an initial "Project Kick-off conference call meeting", BPR sessions will be scheduled with the appropriate Client staff members. Designated CLIENT staff will be identified during the Kick-Off meeting. Certainly, prior to contract signing, there will have been multiple sessions with the CLIENT Staff and RTL Consultants, and the Client due-diligence activities such as the visits to "like" organizations. These activities have set the stage for the recommended hardware configuration and defined CLIENT project objectives. The Business Process Review is the first step in the development of the systems specification process, for the optimum benefit of the RTL "RTLFIRST" application software.

The Business Process Review meetings are held to discuss the current and future business process. Through these discussions, improvements to the current process are identified and incorporated into the design. RTL offers numerous features most clients don't even fathom. The analysts will present various options to improve workflow efficiency while maintaining a high-level of data integrity. The client will have numerous opportunities to ask questions regarding the process and will be able to review/approve before implementation.

Objectives and Deliverables

The objective is to identify, in as much detail as possible, on all the different:

- Types of payments received, processed, or desired to be processed
- Handling procedures that performed
- Special processing requirements
- Data integration and/or interfaces
- Reporting requirements
- Human and other resource requirements and constraints

The deliverable BPR is a working document that delineates how the different payments and processing scenarios will be carried out by the RTL Solution. This summarization is a result of BPR dialogues between the joint CLIENT-RTL team. This document can be used by the client as a basis of their own Operating Procedure Manual. This deliverable is NOT the operating procedure manual itself. At the completion of the BPR process, RTL will provide the CLIENT with a BPR document in electronic format (e.g., MS Word) that the client can add to and edit to create its own finished product.

The Process

The Business Process Review will be conducted by the designated RTL Project Manager or BPR Analyst. Our standard practice is to conduct the review via a series of conference calls. However, based on the anticipated complexity and scope of the business environment, sometimes we would explicitly include in our proposal and the agreement onsite BPR meeting, instead of conference calls. During the BPR conversations, the Analyst will walk through the entire processing flow and discuss every sub-process. The Analyst will also inquire about items that are not part of the current process mentioned, but may factor into the project definition.

There may be multiple iterations of the BPR document as the joint team (CLIENT & RTL) revises the BPR document to streamline the operations. The new business process, as summarized in the BPR, will optimize the use of the RTL solution features and NOT to simply automate the old system.

Throughout the BPR Process, our Analyst will also request sample copies of most, if not all, of the documents and reports so that RTL can ensure that the core processing goals are met in the new environment.

CITY OF LONG BEACH
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Narrative/Technical Response
Remittance Processing System RFP No. FM12-055
Due Date: September 27, 2012

Part 4 - On-Site Installation, Training and Post Implementation-Care

RTL staff will complete the scanner installation, conduct some additional Testing on-site to confirm readiness and then conduct the Training. This hands-on training is the centerpiece of the RTL experience. Our on-site personnel will guide the client, including IT and using department through the entire remittance process system. Normally this period is one week, but for more complex operations it can extend for several weeks.

Our training program focuses on "training the trainer". Extensive time is spent to ensure that two to three staff will become proficient with handling the day-to-day processes. Extensive hands-on training and practice is utilized. In many cases, the client is able to "go live" with processing actual payments during the training week. The designated software "administrators" are also trained on the more supervisor-related activities such as setting up users, group permissions and other sensitive areas. IT staff are provided training on workstation installation and the system structure. Of course, RTL staff is readily available for additional support or review through remote Internet connection which allows us to see exactly what the client is seeing.

> ➤ After arrival, our certified trainer will examine the installation of the scanner, servers, workstations, and all software. He (or she) will complete any necessary installation, perform additional configuration and ensure that the software is fully installed, set up properly according to the BPR and ready to use.
> ➤ He will then walk through the system with the using department. The first walk through will be a "cradle-to-grave" of all possible remittance issues. Using the BPR as the blueprint it was designed to be, the trainer will illustrate each and every remittance situation including such items as no stub received, address changes, and customer complaint letters. During this walk through the trainer will update the BPR (see below) for any additions or changes. He will show the customer how to utilize our highly configurable system to adapt to new workflows.
> ➤ After the initial walk through, the trainer will assist the user in performing several test batches of actual remittance payments. Normally, customers will begin with a small portion of the payments and then over time ramp up to full implementation.
> ➤ In Attachment 1, we enclosed a SAMPLE training checklist that might be utilized to ensure all aspects for the business solution have been addressed.
> ➤ Our trainer will NOT leave the customer site until he AND the customer is completely satisfied that the client understands our system and is comfortable using it in all payment processes. After he leaves, he and our entire technical team is on standby alert to perform follow up training and phone support.
> ➤ Understandably, RTL expects that the transfer of knowledge will continue beyond the on-site training. As the users gain experience and familiarity with the system, they might formulate additional questions. The entire RTL Staff is accessible to answer these questions and through remote Internet connection, we can easily work with the user in an interactive manner.
> ➤ In many cases, included in our proposal and agreement would be follow-up on-site training a few weeks after the initial training session. The purpose of the second visit is to answer end-user questions and conduct additional training.
> ➤ In-depth administrative training classes, which cover system setup and configuration, are available and optional, yet highly recommended. Administrative training classes can be rendered at RTL's corporate facility in California and other locations across the country. We recommend the client to take the administration training classes only after using the RTL solution for at least 3 months to get the most out of the class. Please see Attachment 3 for detailed description of the Administrative Training Classes.
> ➤ Tools for reference and assistance are provided for use by Client end-user and technical staff. For example, the RTLFIRST remittance system comes with soft-copy and hard-copy comprehensive user manual. Remittance transports come with their own hardware scanner manual. Depending on the transport, sometimes instructions can also be found in electronic format.

SYSTEM REQUIREMENTS

These recommendations are reflective of current day technologies, both software and hardware. However, older hardware could be capable of running the RTLFiRST line of software as long as it's adequately fast and has the proper space and memory requirements. Consult further with RTL staff to determine appropriate configurations.

These requirements were chosen with the client's best interest in mind and taking into account that there are still some that have yet to upgrade to future OS versions. Following these recommendations (either matching them or upgrading to them) can ensure a longer standing system and easier future upgrades.

Also note that many of the configurations for the different RTLFiRST pieces (Processor, Opex Import, Check21, etc) don't necessarily have to have their own dedicated and can be combined with other components and/or virtualized.

1. **Scanning Workstations Specifications**

Minimum	•Intel Core 2 Duo, 2.93Ghz, 2Gb RAM – 160Gb Hard Drive •100BaseT Network controller card for network connection to designated remittance server
Recommended	•Intel Core i3 3.1Ghz 4Gb RAM** – 250Gb Hard Drive, keyboard, and mouse •2 available PCI slots (Depends on the Scanner model.) •2 available USB 2.0 ports •1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits)
Others	•17" SVGA color monitor and 128MB Video card. •Dedicated dial-up phone line or TCP/IP address, modem, and remote access software for remote access support (please refer to our Technical Set-up Checklist and Remote Connection Guide for recommendations)

- o **NCR Note:** If remittance processing solution consists of an NCR transport, an NCR certified scanning PC is required by NCR and it is included in the price quotation as a separate line item unless otherwise requested by the client. The scanning station can support: Windows XP Professional with Service Pack 1 or above, Windows 7 Professional and above[1]

- o **NCR iTRAN scanner power source requirements:** 30A, 125V power outlet for each NCR iTRAN unit (not including the iTRAN 3000 model). (Transports utilize L5-30 twist lock power plug). For more details, refer to Site Preparation document specific to the model.

o **Unisys Note:** If remittance processing solution consists of a Unisys transport, a Unisys certified scanning PC is provided with the Unisys scanner and it is included as part of the total scanner configuration and price. [1]

o **Unisys NDP scanner power source requirements:** 30A, 250V power outlet for each Unisys NDP unit (Transports utilize L6- 30 twist lock power plug). For more details, refer to Site Preparation document specific to the model.

2. **Processor Workstations Specifications**

Minimum	•Intel Core 2 Duo, 2.93Ghz, 2Gb RAM – 160Gb Hard Drive •100BaseT Network controller card for network connection to designated remittance server
Recommended	•Intel Core i3 3.1Ghz 4Gb RAM**– 250Gb Hard Drive, keyboard, and mouse •1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits)
Others	•17" SVGA color monitor and 128MB Video card. •Windows XP Professional with Service Pack 1 or above, Windows 7 Professional and above. •Available USB 2.0 port for security key •Dedicated dial-up phone line or TCP/IP address, modem, or available connection for remote access support •Existing Windows-based PC can be utilized as long as the station can operate with adequate performance under the Windows environment with other Microsoft application software. In these cases, the **Recommended** specifications is "suggested". • Can be virtualized. If so, the use of a device such as AnywhereUSB must exist in order for the security key to be seen. Consult with RTL staff for more information.

3. **Opex Import Workstation Specifications**

Minimum	•Intel Core 2 Duo, 2.93Ghz, 2Gb RAM – 160Gb Hard Drive •100BaseT Network controller card for network connection to designated remittance server
Recommended	•Intel Core i3 3.1Ghz 4Gb RAM** – 250Gb Hard Drive, keyboard, and mouse •1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits)
Others	•17" SVGA color monitor and 128MB Video card. •Windows XP Professional with Service Pack 1 or above, Windows 7

	Professional and above. •External parallel port or available USB 2.0 port for security key •Dedicated dial-up phone line or TCP/IP address, modem, or available connection for remote access support •Existing Windows-based PC can be utilized as long as the station can operate with adequate performance under the Windows environment with other Microsoft application software. In these cases, the **Recommended** specifications is "suggested". • Can be virtualized

4. Check21 Workstation Specifications

Minimum	•Intel Core 2 Duo, 2.93Ghz, 2Gb RAM – 160Gb Hard Drive •100BaseT Network controller card for network connection to designated remittance server
Recommended	•Intel Core i3 3.1Ghz 4Gb RAM** – 250Gb Hard Drive, keyboard, and mouse •1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits)
Others	•17" SVGA color monitor and 128MB Video card. •Windows XP Professional with Service Pack 1 or above, Windows 7 Professional and above. •Dedicated dial-up phone line or TCP/IP address, modem, or available connection for remote access support •Existing Windows-based PC can be utilized as long as the station can operate with adequate performance under the Windows environment with other Microsoft application software. In these cases, the **Recommended** specifications is "suggested". • Can be virtualized

5. Verification Workstation Specifications

Minimum	•Intel Core 2 Duo, 2.93Ghz, 2Gb RAM – 160Gb Hard Drive •100BaseT Network controller card for network connection to designated remittance server
Recommended	•Intel Core i3 3.1Ghz 4GbRAM** – 250Gb Hard Drive, keyboard, and mouse •1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits)
Others	•17" SVGA color monitor and 128MB Video card. •Windows XP Professional with Service Pack 1 or above, Windows 7

	Professional and above. •External parallel port or available USB 2.0 port for security key •Dedicated dial-up phone line or TCP/IP address, modem, or available connection for remote access support •Existing Windows-based PC can be utilized as long as the station can operate with adequate performance under the Windows environment with other Microsoft application software. In these cases, the **Recommended** specifications is "suggested". • Can be virtualized

6. Dedicated Server Specifications

Minimum	•Dual Core Intel Xeon 2.0Ghz with 2GB RAM • Minimum: 100BaseT Network controller card
Recommended	•Dual Processor (capable) Dual Core Intel Xeon 4.0Ghz with 4GB RAM •At least three 72GB hard disks (Recommend Raid-5 for a total of 142GB of space) Note: each 1GB drive space can store roughly 21,000 "Average" Remittance Transactions. An "average" transaction is defined as one coupon, one check and FiRSTView will store the front and back of the transactions. •Recommended: 1000BaseT (Gigabit) Network controller card (if infrastructure permits)
Others	•RAID Controller Card •DVD-ROM, keyboard, and mouse •17" SVGA color monitor and 64MBVideo card. •Windows Server 2003², Windows Server 2008, Windows 2008R2 •MS SQL Server 2005, 2008, or 2008R2 •Necessary Client Licenses (CALs) for both Windows Server and SQL according to the number of users they require to have access. •Tape Backup •UPS • Can be virtualized

> Note: A dedicated Windows Server 2003², Windows Server 2008, or Windows Server 2008R2 designated for remittance and for storage of system databases and images is required with MS SQL Server licenses. If FiRSTView imaging archival system is included in the remittance processing solution configuration, same server can be used to host the imaging archival database and images. However, in very high volume or long retention environment (e.g., storage of over 10 Million transactions) another Server with MS SQL Server licenses for imaging archival might be needed. Ample hard disk space must be accommodated to meet image storage and retrieval requirements. Images can also be stored on a SAN or other location with ample space to accommodate the images. Exact hard disk space required is based on

volume, frequency of retrieval needs, and existing document retention policies or schedules. Consult with RTL Staff to determine appropriate configurations.

> ➤ Existing Server(s) can be utilized if sufficient available resources (i.e., CPU, memory, disk space) are available.

> ➤ Servers are generally NOT included in the price quotation unless specifically requested by client.

[1] – Please refer to the Compatibility Chart for full details on which scanners are supported by Windows 7 (both 32bit and 64bit).

** Please note in cases where the scanner station cannot be Windows 7 64bit, or if you will be looking at getting only 32bit versions of Windows 7, only 3GB of ram are accessible in a 32bit OS.

[2] – On July 13, 2010, Windows Server 2003 and Windows Server 2003 R2 will transition from the Mainstream Support phase to the Extended Support phase. Extended Support for Windows Server 2003 and for Windows Server 2003 R2 will be available until July 14, 2015.

COMPATIBILITY CHART

Operating System	RTLFiRST Versions					
	5.9.5 RTLFiRST	6.0 RTLFiRST (Check21 Ready)	6.1 RTLFiRST (C21, A2iA)	6.2 RTLFiRST (C21, A2iA plus ILP)	6.3 RTLFiRST (C21, A2iA plus ILP)	7.0 RTLFiRST (C21, A2iA plus ILP)
Windows 2000 Professional SP2	✓	✓				
Windows XP SP1/SP2/SP3 (32/64 bit)	✓	✓	✓	✓	✓	✓
Windows Server 2003	✓	✓	✓	✓	✓	✓
Windows Server 2008		✓	✓	✓	✓	✓
Windows Server 2008 R2				✓	✓	✓
Windows Vista						
Windows 7 (32/64 bit) [1]			✓ 1	✓ 1	✓ 1	✓ 1

SQL Version						
SQL 2000 SP2	✓	✓				
SQL 2005 SP1/SP2/SP3		✓	✓	✓	✓	✓
SQL 2008		✓	✓	✓	✓	✓
SQL 2008 R2				✓	✓	✓

[   ] = Untested/Not Supported

1 = Please note that although RTLFiRST is capable of both 32bit and 64bit versions of Windows 7, some scanners are not capable of 64bit. Please refer to the Scanner Matrix sheet for more information.

SCANNER MATRIX

Scanner Model	Windows 7 32-bit	64-bit	NOTES
NCR Scanners			
7731			These transports uses SCSI cards which are NOT supported by Windows 7
7780			
iTRAN 180e*[1]	✓ 1		Transports running WiseIP 5.05 are compatible with Win7 (32-bit) OS
iTRAN 300e*[1]	✓ 1		Transports running WiseIP 5.05 are compatible with Win7 (32-bit) OS
iTRAN 180e* with ILM (Colour Camera)			Win7 OS does not support this transport
iTRAN 300e* with ILM (Colour Camera)			Win7 OS does not support this transport
iTRAN 3000t*[2]	✓ 2		Transports running WiseIP 5.08 are compatible with Win7 (32-bit) OS
iTRAN 8000*			This transport uses SCSI Card which is not supported by Windows 7
iTRAN 8000* with ILM1 (model numbers 9810-1XXX and 9820-2XXX)			Win7 OS does not support this transport
iTRAN 8000*[1] with ILM2 (model number 9810-3XXX)	✓ 1		Transports running WiseIP 5.05 work with Windows 7 (32-bit) OS
CANON Scanners			
CR-180	✓		As of now, RTL is supporting the following transports: +Canon CR-180II (check scanner) +Canon CR-190II (check scanner) + Canon DR-2580C (document scanner, for whitemail) +Canon DR-3010C (document scanner) TDS have not updated all of their older models to run on Windows 7 and even less to Windows 7 (64-bit), however, their new scanners are already running on both. Canon has updated their more popular scanners to run on Windows 7 (32-bit) and (64-bit)
CR-180II	✓		
CR-190I	✓	✓	
CR-25 and CR-55	✓	✓	
DR-2580C	✓	✓	
DR-3010C	✓	✓	
BURROUGHS Scanners (Unisys)			
Quantum 200			Since Microsoft will be continuing to support XP through 2013, Burroughs will continue to ship all new Quantum products loaded with XP and will continue to support products currently running with XP. In 2013, Burroughs will reassess the need for requalification with the Operating System active at that time.
Quantum 300			
Quantum 600			

[   ]   = Untested/Not Supported

*=For NCR, the transports we support are **iTRAN 180e, iTRAN 300e, iTRAN 3000t, and iTRAN 8000**

1= These scanners will remain at Windows 7 32-bit

2 = 64-bit compatibility is being worked on for Q4 of 2011 (Information was provided by John Cleat Sr. Technical Consultant, Payment Solutions, NCR)

EXHIBIT "B"

Rates or Charges

RT Lawrence Corporation
7740 Painter Avenue Suite 100
Whittier, CA 90602
562-696-4843

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

PartNbr	Description	Qty	Client Price	Annual Support
	OPEX AS7200i Hardware with Model72 Extractor - 2 UNITS			
OPX-AS72i	OPEX AS7200i Scanner	2	$105,990	$17,026
	Rear Inkjet, (2) CIS Imagers & OPEX Standard Barcode Package			
OPX-MICR	MICR Reader (Magnetic and Optical)	2	$5,500	
OPX-FIP	Front Inkjet Printer	2	$1,500	
OPX-M72	OPEX Model 72 Extractor	2	$49,900	$4,840
	Top Milling Cutter, PCC, Front Shelf, 4 Bin Organizer and Mail Tray Holder			
OPX-MHA	Motorized Height Adjustment	2	$5,000	
1D-BCD	1D Barcode Software	2	$1,620	$382
VRS-TS	VRS Technology Software	2	$7,500	$1,278
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	2	Included	NA
	Hardware Sub-Total		$177,010	$23,526
	Special New Client Discount		($10,000)	
	Hardware Sub-Total		$167,010	$23,526
	RTLFiRST Software			
OPX-01	Opex Connect - Process Module	2	$10,000	$1,500
PRC-01	RTLFiRST Process Module	1	$5,750	$863
CAR-01	A2iA CAR/LAR engine (2 Million Checks/Year)	1	$3,500	$525
SVR-01	One-Operation Supervisor/Verification Lic (1st User Lic) Concurrent Lic	1	$2,000	$300
VRF-01	One-Operation Verification License (1st User Lic) Concurrent Lic	1	$2,000	$300
VRF-01	One-Operation Verification License (2nd-4th User Lic) Concurrent Lic	3	$5,250	$788
FVW-DB-01	FiRSTView Imaging-Browser Based (1st User Lic) Concurrent User Lic	1	$3,750	$638
FVW-DB-04	FiRSTView Imaging-Browser Based (2nd-4th User Lic) Concurrent User Lic	3	$3,750	$638
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	$5,000	$750
CHK 21-IMS	Image Score License (2 Million Checks/Year)	1	$3,000	$600
MOP-99	Multiple Operations (up to 99++ Operations)	1	$9,000	$1,800
MDO-06	Mixed Document Feature - up to 6 Operations	1	$8,500	$1,700
CUS-LKPL	Real-Time Look up Lite (lookup by accnt & by name and address)	1	$5,000	$900
PDF-MGR	Distribution Manager - for One Client Site	1	$3,000	$480
RTL-SMFd	RTLFiRST SmartFind	1	$1,000	$180
PRT-001	Report Writer	1	$5,000	$800
	RTLFiRST Software Sub-Total		$75,500	$12,760
	Special Client Discount		($15,000)	
	RTLFiRST Software Sub-Total		$60,500	$12,760

RTLFiRST Processing Solution Proposal
with TWO (2) OPEX AS7200i Scanner and 2 Model72 Extractor

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

PartNbr	Description	Qty	Client Price	Annual Support
	Supplies & Accessories			
OPX-S&A	Scanner supplies & accessories are included in the package	2	$0	NA
TRN-ML	RTLFiRST & FiRSTView Training Manual - 2 sets	2	$0	NA
	Supplies & Accessories Sub-Total		$0	$0
	RTL Services			
	Installation, Implemetation, Testing and Training Services Package		$8,000	
IMP-PR	Dedicated Project Management & Coordination		Incl	N/A
CHK21-SET	Check21 Setup Services - Remote		Incl	N/A
IMP-PM	Pre-Implementation Business Process Review		Incl	N/A
INS-DYR	RTL Pre-Onsite Installation Remote Setup Preparation		Incl	N/A
INS-PRI	Onsite Software Installation and Testing - 2 Days		Incl	N/A
TED-DY	Onsite End-User Hands-on Training -3 Days		Incl	N/A
RTO-DY	Onsite Refresher Training After Operational - 2 Days		Incl	N/A
CST-RPT	Custom Report - for Ten (10) Custom Reports	10	$1,000	N/A
Sii-INT	System Innovators Integration to iNovah		$10,000	N/A
	Software Escrow for Single Beneficiary - Annual Maintenance Fees		$0	$300
	Performance Bond/Letter Credit/Escrow		$4,500	N/A
	Hardware Disassembly for 2 BancTec 9500	2	$3,000	N/A
	Removal of 2 OPEX Model 51	2	$1,000	N/A
	RTL Services Sub-Total		$27,500	$300
	RTLFiRST Solution Total		$255,010	$36,586
	Sales Tax		$22,313	$3,201
	RTLFiRST SOLUTION GRAND TOTAL		**$277,323**	**$39,787**
	Travel and Freight Charges		$3,500	

GUARANTEED 10 YEAR ANNUAL MAINTENANCE
HARDWARE, SOFTWARE AND SOFTWARE ESCROW

RT Lawrence Corporation
7740 Painter Avenue Suite 100
Whittier, CA 90602
562-696-4843

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

		OPEX Hardware	RTLFiRST Software	Software Escrow	Total	Tax	GRAND TOTAL
Year 1	2013	$23,526	$12,760	$300	$36,586	$3,201	**$39,787**
Year 2	2014	$24,378	$13,079	$308	$37,765	$3,304	**$41,069**
Year 3	2015	$25,597	$13,406	$316	$39,319	$3,440	**$42,759**
Year 4	2016	$27,390	$13,741	$324	$41,455	$3,627	**$45,082**
Year 5	2017	$30,131	$14,085	$332	$44,548	$3,898	**$48,446**
Year 6	2018	$33,147	$14,437	$340	$47,924	$4,193	**$52,118**
Year 7	2019	$36,465	$14,798	$349	$51,611	$4,516	**$56,127**
Year 8	2020	$40,113	$15,168	$358	$55,639	$4,868	**$60,507**
Year 9	2021	$44,123	$15,547	$367	$60,037	$5,253	**$65,290**
Year 10	2022	$48,536	$15,936	$376	$64,848	$5,674	**$70,522**

Note: Only the 1st Year Annual Maintenance is included in the <u>RTLFiRST Solution Grand Total</u>.

RTLFIRST Processing Solution Proposal
with TWO (2) OPEX AS7200i Scanner and 2 Model72 Extractor

RT Lawrence Corporation
7740 Painter Avenue Suite 100
Whittier, CA 90602
562-696-4843

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

Considerations and Notes

Proposal Notes
* Pricing is valid for 90 days from date of proposal.
* Please note that the order needs to be placed three months prior to date of install due to the 90 day lead time for scanner delivery.
* Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.

OPEX Processor Notes
* The OPEX Connect RTL Processor function of RTLFIRST must run on its own dedicated processor workstation. This workstation is NOT included in the solution quote. Client can elect to provide their own processor workstation(s) or purchase them through RTL. Please note that RTL standardizes on Dell PCs and Servers.

Processor Notes
* The RTLFIRST Processor function will run on the host remittance and imaging server.

Server Notes
* Host remittance and imaging server is required. Server is NOT included in main solution quote, client can elect to provide own server station or purchase one through RTL.
* RTLFIRST & its Imaging Archival module FIRSTView utilizes MS SQL Server.

Verif & Imaging Stations Notes
* Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quote.

Check21 Notes
* Upon Client's decision to move forward, the Client must notify its bank of its intent to generate ICL/ Check21 files through software provided by RTL. RTL will work closely with the Client and its bank representatives to coordinate for transmission and file testing.
* ICL/ Check21 file will be generated by the Client, using RTL's provided Check21 application. File(s) generated will be transmitted directly to it's bank from the Client's location.

Check21 Hardware PC Notes
* RTL recommends the Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
* * For low processing environment, although it is possible for Check21 functions to share the use of another PC, it cannot reside on the same PC that the RTL's CAR/LAR Processor is running on.
* Check21 Processing PC Specification: It must have Windows 2000 Professional/Windows XP (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFIRST 6.0 version required.
* Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC. If desired, the client can request RTL to provide a quotation of such PC. RTL normally quote Dell computers. HP/Compaq is also available upon request.

RT Lawrence Corporation
7740 Painter Avenue Suite 100
Whittier, CA 90602
562-696-4843

RTLFIRST Processing Solution Proposal
with TWO (2) OPEX AS7200i Scanner and 2 Model72 Extractor

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

Considerations and Notes (Cont'd...)

Real-Time Lookup Notes

• RTL will be providing a 2-command/function-call real-time lookup feature. The 2-commands will consist of (a) lookup and validation of account information by passing Account Number to search by, (b) lookup and validation of account information by passing Name(s) and Address information to search by. This function will allow for "partial" search on these fields.

• Client and RTL understand that the client's IT staff will be providing the 2 Stored Procedure calls necessary for RTL's program to call in the search by Account Number or by Name+Address. With Client's IT providing these Stored Procedure calls, this will give client the necessary flexibility of future changes in its own CIS system and better security control. RTL will work closely with IT to identify the necessary "passing" parameters.

OPEX HW Notes

• The purchase prices quoted above are held firm from the RFP opening date of September 27, 2012. Firm purchase order must be received by OPEX on or before December 31, 2012.

• At least one day of OPEX hardware installation services required for each new OPEX transport included in solution configuration.

• **Installation and Training.** The purchase price includes not only the equipment, but also the installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.

• **Warranty Information.** OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.

OPEX HW Notes

• **Service Information.** The focus of the OPEX service contract is to provide a regular schedule of preventive maintenance. The contract covers all parts required during the contract year, plus labor for preventive maintenance and labor for unlimited demand calls. Simple cleaning of the machine by the customer is necessary at the end of each shift for proper operation. Service pricing is quoted per machine for a single shift of coverage and usage, payable annually in advance. Additional service is prorated based on usage and contracted coverage. Taxes, freight and consumable items are not included. Upon renewal of the contract, the pricing schedule then in effect will apply.

• The service price listed in this proposal includes an annual base licensing fee. This, and all other applicable licensing fees, is due on an annual basis in accordance with OPEX's published rates and terms then in effect. These licensing fees are normally itemized on the annual Maintenance Agreement invoice, but are billed separately in the event you choose not to purchase an OPEX service contract.

• Please note that if a Maintenance Agreement is not purchased after the warranty period or is cancelled at any time, Diagnostic Software may be licensed on an annual basis at a fee of $300 per machine, in accordance with OPEX's terms and conditions then in effect.

RTLFiRST Processing Solution Proposal
with TWO (2) OPEX AS7200i Scanner and 2 Model72 Extractor

RT Lawrence Corporation
7740 Painter Avenue Suite 100
Whittier, CA 90602
562-696-4843

Client Name: City of Long Beach
Address: 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Attention: Ms. Yvonne A. Lucas, Purchasing Division   Phone: (562) 570.6200
Revision Date: October 23, 2012
RTL Account Executive: John Phillips

Considerations and Notes (Cont'd...)

OPEX
HW Notes

• Certain products and product features utilize proprietary components, processes, software, and technical support materials developed or supplied by OPEX Corporation or its authorized third-party providers. These proprietary materials are covered by various patents, copyrights, and licenses and may not be copied, reproduced or altered in any manner without prior written authorization and licensing from OPEX. Some of these proprietary materials also carry additional annual licensing fees, as indicated within this proposal.

• In order to protect these proprietary materials from unauthorized use, OPEX may require end users to sign a separate software use license agreement, generally prior to installation of the equipment. Even in the absence of a signed agreement, end users must pay any annual license fees applicable to the software as a condition of being able to use licensed materials, with payment constituting acceptance of the terms set forth in any applicable software use license agreement.

Service
Notes

• Pre-implementation services include remote install of the system on RPS designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
• Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.

Travel &
Freight

• Travel and other miscellaneous expenses for the duration of project implementation.
• $35/day per diem per person.
• Shipping of hardware equipment to Client's facilities

Payment
Terms

• 50% of hardware, software, supplies, and services deposit due at the time of order $138,662

• 25% of hardware, software, supplies, and services & 100% of support, freight and $112,618
travel expenses due at the Time of Installation
• Remaining 25% of hardware, software, supplies, and services due Net 30 from the $69,331
Last Day of End-User Training
• 1% late charge per month is applied

I agree and approve to the base configuration as well as the terms and conditions as stated in this proposal.

Signature: _____   Date _____

EXHIBIT "C"

City's Representative:

Pamela Horgan, Commercial Services Bureau Manager

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT "E"

This is an attachment "Section _____ – RTLFiRST Annual Support Agreement" as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between XXX (Client) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference. This RTLFiRST Annual Support Agreement shall have a one (1) year term effective upon mutual execution of the Agreement, and may be renewed for additional one (1) year term(s) upon written agreement of the parties. RTL shall provide sixty (60) days written notice prior to the expiration of the term and any renewal thereafter as to client's right to renew the term. The charge for any such renewal shall not increase from the actual amount charged in the immediately preceding term by no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFiRST software product only.

RTL shall provide the support set forth herein, in a competent, professional and timely manner in accordance with industry standards. RTL's Annual Support includes the provision of upgrades and update features but the client is expected to apply the upgrades and updates on their own. Services to install upgrades and updates are not part of the Annual Support Services, in accordance with the industry standard.

The client has the option to cancel/terminate an annual support contract at any time by submitting a written cancellation notice. Such notice must be provided on company letterhead and signed by an authorized representative of the company. The request must be received thirty (30) days prior to the cancellation date and only the unused portion of the contract will be refunded at the sole discretion of RT Lawrence Corporation.

PHONE SUPPORT & REMOTE COMPUTER ACCESS

RTL technical staff is available to provide support on RTL software via phone and remote access. RTL will also facilitate calls to Hardware Support providers. RTL support services require remote access connection to client's computers where the RTL software is installed so that RTL technical staff can connect via remote access software into the client's workstation. RTL requires an internet-based connection. RTL will work with client's IT or Security Department to ensure that such connectivity is established under the client's IT or security guidelines. **RTL technical support does not include or cover on-site or remote upgrade installation and conversion services.** If such services are requested by the client, RTL will provide, in advance, an On-site and/or Remote Upgrade Service price proposal for client's approval.

Hours:
Monday Through Friday, 8AM-8PM Eastern Time/5AM-5PM Pacific Time, excluding holidays recognized by RTL. Requests for support at other hours will be available only as mutually agreed upon and will be charged at RTL's then current overtime and/or holiday rates.
Response Time:
For urgent items – within one hour receipt of notice
User Beware:
If the client did not receive any confirmation, they must call the Technical Support Coordinator to confirm that their request was received. We commit to respond in accordance to the "Responsiveness" stated above but it does not mean that the problem(s) can be or will be resolved in the time range specified herein.

CLIENT'S RESPONSIBILITIES

The client must provide remote access capability in accordance with guidelines provided for remote access connection. The Technical Services Group will provide these guidelines at the beginning of the project or issue updates as needed to provide quality support. Please note that it is critical for RTL to be able to perform its solution installation and setup smoothly and to provide adequate support via the use of remote access. If this capability is not offered by the Client, RTL cannot and will not be held responsible for the unsuccessful and untimely implementation and inadequate support of the solution. There will be substantial charges billed to the client for services which could have been offered via remote access and phone support versus on-site, but because the client did not provide remote access, the burden of additional investment in time, resources and travel was placed on RTL.

HARDWARE SUPPORT

(PLEASE REFER TO HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS FOR MORE DETAILS)
All hardware comes with its own distinct product warranty as offered by product manufacturer. Upgraded warranty and maintenance plans to same day response and on-site services are available and offered by the manufacturer. On-site support for all hardware products purchased through RTL is provided directly by manufacturer maintenance personnel and is not serviced by RTL technical staff.

Hours:
As specified by the hardware manufacturer's support and maintenance organization, which generally is Monday Through Friday; 8:00AM to 5:00PM local time unless extended hour coverage is purchased.
Response Time:
Response time varies with the type of on-site service plan extended by the manufacturer. As specified by the individual subcontracted hardware maintenance organization.
General Case- same day response unless over support plans with different response times such as 4 hours or next day was purchased.
User Beware #1:
Response times have a daily "Cut-Off" Time of commitment after which, the service personnel may not arrive within the committed time frame.
User Beware #2:
Response times have a daily "Cut-Off" Time of commitment, depending when the service call is placed. The usual "cut off" time to place a service call is noon local time.
User Beware#3:
The hardware manufacturer's support commitment time frame is activated upon the vendor's receipt of a phone call by RTL or the Client for hardware support services and not when the problem was first noticed and diagnosed by the RTL/Client Support Team. Sometimes a hardware support call is placed hours after the initial support call to RTL while the Support Team isolates the problem.
User Beware #4:
Some hardware manufacturer's support organization interprets commitment time to mean that their engineers will contact the Client on the same day to schedule an on-site service call, and not necessarily mean that they will arrive on the same day.

LIMITATIONS:
No other warranty, expressed or implied, shall apply to the parts and services provided under this Agreement, including any warranty of merchandisability or fitness for a particular purpose, which are expressly disclaimed. In no event will RTL be liable for any special, direct, indirect, incidental or consequential damages of any kind including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused. In no event will RTL's liability exceed the annual price paid by the customer under this Agreement.

RTL is committed to work side-by-side with our Client's designated technical staff to ensure that the end users of our solutions are supported in a timely and appropriate manner. To accomplish this goal, we have established certain guidelines to assist our Client's staff in navigating through this seemingly nebulous relationship or gray area.

Herein we attempt to define when RTL will ONLY serve a limited auxiliary or advisory role to our client's staff without jeopardizing our commitment to Care about our Client's needs. Please note that the situations outlined here do not comprehensively list all the situations when RTL will serve in a limited auxiliary role.

Services that are generally considered "additional"
As clients use our solutions, they generally find new applications for the solution. Many times the solution can easily be extended to other applications requiring only phone discussions and guidance from RTL. However, there are situations where a substantial amount of time or expertise is required to set up the solution properly.

For instance, the client may want to set up a new "template" or substantially revise an existing template within the forms processing module. The task may involve a re-design of the form template, changes to the output database, modification to the imaging module, testing, and policy and procedural changes. In this example, the scope of RTL support services includes our availability to answer specific questions that the client may have. But RTL's support services do not include "doing the work" on the client's behalf. These services are considered to be chargeable additional work. Moreover, in this example, if a major problem (e.g., database corruption and major destruction to a previously working solution) arises that would require many hours of "fixing", RTL's support role would be auxiliary and not primary. However, the client can elect to pay for these additional RTL services.

Please note that the example cited above is meant to illustrate the circumstances under which RTL support services do not apply. There is no way to cite every possible situation. In general, "changes" and/or "additions", which may have at times, associated negative consequences to the solutions are the client's responsibilities.

Excessive changes to the solution environment
As time goes by, RTL anticipates our clients' need to upgrade and/or change their system environments. In the event that problems occur to our solution while the clients upgrade their systems, we will be available to assist and provide guidance. We recommend that our clients discuss their upgrade plans with us in advance to minimize and safeguard against the possibility of running into problems, even though, we do not always have the fore-knowledge of the upgrade's compatibility and/or ramifications.

However, in order for RTL to effectively run and manage our support programs while providing high quality service at the lowest cost possible, we need to safeguard ourselves from substantial involvement in problems caused by excessive and frequent system changes. Please note that our support services are auxiliary in a frequently changing environment and RTL will notify the client when circumstances deem themselves as such.

Neglects, Tampering, and Physical Damage
Systems require ongoing housekeeping and maintenance. Some of these functions include, but are not limited to, frequent and routine backups, monitoring and management of storage space and other resources, preparation for disaster recovery, and database optimization. If the system is neglected by the client or if the system has been tampered with (e.g. attempts to change database structures or mass updates of the databases via the use of other programs have been tried), the extent of RTL support services does not cover or include services to "fix" any problems that may have resulted from such neglect or tampering. RTL's role will be auxiliary and RTL staff will answer specific questions that the client may have, but support services do not include "doing the fixing". However, chargeable additional services are available as an option. Please note that problems caused by a client's major change to the solution, or components thereof, are considered tampering. For instance, items that are considered tampering include, but are not limited to: (1) changes to source code, INI files, and other setup files; in rare RTL's authorized occasions, the clients have legitimate access to the solution's source code; (2) changes to the database structure without prior discussion and RTL's consent; (3) substantial changes to the database information in ways that affect the integrity of the database as well as of the data being stored. If changes such as the ones stated above are made by the client, RTL cannot be held responsible to support and troubleshoot problems unless specifically agreed upon by RTL to cover those changes. The agreement must be specific and not a mere general consent to support.

General System "housekeeping" and administrative functions
Services are catered to offer quality and cost effective management of problems. Even though our solutions are designed to generally work on computers and networks, our services do not include the housekeeping and administration of the computers and networks themselves. For instance, if our solution does not function due to problems with the computer or the network, it is our responsibility to work with the client to get the solution back up and running AFTER the client resolves the general computer and network problems. Our services also does not include ongoing necessary administrative functions such as backups, making of CDs, duplication of CDs, and moving of files to-and-from different storage media.

Please be advised that even though the client may purchase the network file server and the workstations from RTL, it does not mean that RTL support services cover general network and workstation housekeeping and administration. It would only be true if the client has specifically asked for these services and RTL included these additional support services in its agreement/contract with the client.

Items that are not purchased from RTL and items without support services subscription
RTL regrets that problems related to or problems caused by or included in RTL's support plan items that are not covered cannot be supported. Please note that in rare occasions items that are not covered by our support can adversely affect the parts of the solution that are supported by us. In those circumstances, RTL's role will be auxiliary and the extent of RTL assistance will only be to answer specific questions, NOT to "do the fixing".

Scope of database repair services
Infrequently, databases get corrupted for various reasons. In such instances, RTL will work closely with the client to resolve the problem unless the corruption is due to situations not specifically covered by RTL's support plan, which then, RTL will only be available auxiliary to answer questions. Generally, database repair services are carried out in the following sequence: (1) Database repair programs will be executed by the client's MIS staff with RTL's phone and remote access support;
(2) if the problem cannot be resolved after numerous tries, the database may be sent to RTL for closer examination and repair;
(3) rarely, but possibly, the final step would be to restore from backup tapes the last version of the database. Please note that if recent backup tapes were not available, it would be considered administrative negligence on the client's part.

Data Conversion Due To Upgrades

Warranty and support plans for some, but not all of the software components in our solution include upgrades. Please note that in some major upgrade cases, databases require conversion. RTL will provide data dictionaries and complete documentation for the upgrade. If the client performs the conversion, there will be no charge. If the client wishes RTL to perform the upgrade, RTL will provide a cost estimate for Client review and if accepted will perform the upgrade at the agreed upon additional charge.

In order to maintain the level of responsiveness granted to each client, however, RTL has established a small amount of "courtesy services" to assist clients when the situation is out of the service scope. This enables our support staff to respond quickly without having to wait for client issuance of purchase orders or payments for out-of-scope services. When the annually allotted "courtesy services" have been accrued for the year, the client can elect to pre-purchase additional services.

Generally prior to an out-of-scope service and if "courtesy services" are still available, RTL will verbally notify the client that the services are considered to be out-of-scope, but will still be provided by RTL as a "courtesy". After the resolution of the problem, the client will receive a written notice regarding the number of courtesy hours spent. However, sometimes the nature of the call does not allow for the advance notifications of an out-of-scope situation, thus, clients are notified afterwards.

Please note that when RTL begins the offering of a courtesy call and in the middle of the process realizes that the extent and the complexity of the matter are substantially beyond what RTL can do within the courtesy budget, the client will immediately be informed and asked to decide on whether to proceed and be billed for RTL services or to not render RTL services leaving the client to continue the process on their own.

RT LAWRENCE CORPORATION LICENSE AGREEMENT

This is a legal agreement between you, the end user, and RT Lawrence Corporation (RTL). The enclosed RTLFiRST™ software program and/or its related components (RTLFiRST) is licensed by RTL to the original customer and any subsequent transferee of product for use only on the terms set forth here. Please read this license agreement. By installing, copying, or otherwise using RTLFiRST, you accept these terms. If you do not agree to these terms, DO NOT INSTALL OR USE RTLFIRST, and return the software, together with all accompanying written materials, packaging and proof of purchase to your software dealer within 30 (thirty) days.

➤ **GRANT OF LICENSE:** RTLFiRST contains many different components. You may install the components on the number of computers/workstations as specified in the Purchase Order or Contract. You may not copy the printed materials accompanying RTLFiRST. Unauthorized copying of RTLFiRST or printed documentation in whole or in part, and the acquisition and use of unauthorized copies may be both criminal and civil offenses for which RTL may take legal action. RTL has the right to trace serial numbers on programs or documentation at any time and in any reasonable manner.

➤ **COPYRIGHT:** RTLFiRST is owned by RTL and is protected by United States copyright laws and international treaty provisions. You must treat RTLFiRST like any other copyrighted material except you may install the different components of RTLFiRST onto different computers or work stations as specified in the Purchase Order and/or Contract.

➤ **RESTRICTION:** RTLFiRST contains trade secrets of RTL and to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce RTLFiRST to a human perceivable form. You may not copy, (other than for backup purposes as provided above) sublicense, modify, adapt, translate, assign, loan, rent, lease, resell for profit, distribute, network or create derivative works based upon RTLFiRST or any part thereof.

➤ **TERMINATION:** This license is effective until terminated. This license will terminate automatically without notice from RTL if you fail to comply with any provision of this license. Upon termination you must destroy RTLFiRST and all copies thereof. You may terminate this License at any time by destroying RTLFiRST and all copies thereof.

➤ **LIMITATION OF WARRANTY ON MEDIA:** The media (not the software) is warranted to the original purchaser against defects in material and workmanship under normal use for a period of 90 days from the date of original purchase. Defective media will be replaced when it is returned postage prepaid with a copy of the purchase receipt to RTL. RTL shall have no responsibility to replace or refund the purchase price of media damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES ON THE MEDIA, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO 90 DAYS FROM DATE OF ORIGINAL PURCHASE.

➤ **LIMITATION OF REMEDIES AND DAMAGES:** Under no circumstances and under no legal theory, tort, contract, or otherwise, shall RTL, its suppliers or resellers be liable to you or any other person for any indirect, special, incidental, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use RTLFiRST or provision of or failure to provide support services even if RTL has been advised of the possibility of such damages. In no event will RTL be liable for any damages in excess of the amount RTL received from you for a license to RTLFiRST.

➤ **GENERAL:** This license agreement contains the sole and exclusive agreement between you and RTL relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by you, but may be specifically amended by RTL in writing.

EXHIBIT "F"

Remittance Processing System Support & Maintenance

As solution providers, we offer umbrella support and maintenance for all software and hardware solution items we sell. In summary, phone and remote access support is provided for the remittance software RTLFiRST. The support plan does include free version upgrades. RT Lawrence Corporation is your single-point-of-contact for any support needed on the remittance system. Our software and single-point-of-contact support hours are from 8AM-8PM Eastern Time (5AM-5PM Pacific Time). Between 5AM to 8AM Pacific Time, our support staff from our corporate office in CA is on-call to assist our East Coast clients. We have also established an East Coast support center in Florida and Toronto Canada as an additional support resource for our East Coast accounts during their normal business hours. Generally, our software response time is immediate. We encourage you to contact our West Coast and East Coast clients regarding their rating of our responsiveness and service. Please refer to our "RTLFiRST Annual Support Agreement" for detailed information on our software support program.

Specifically, when a support call is made into our office, the call is immediately routed to our technical support department and staff for service. If all of our technical support staff is unavailable, then you are provided the option of leaving a message in one of our technical staff's voice mailbox or with the receptionist, who will ensure that your message gets to someone, who can help. The first available service representative will pick up your service request and will also be the one responsible for helping you solve your problem, if it is software related, or tracking the progress of resolution to your problem until it is fixed. Our customer service staff is trained to respond to a client's support call as soon as possible. Each support request is tracked and managed on a per instance basis by an individual designated customer support person. Aside from our support team, a customer service manager is assigned to each account to further provide additional follow up and assistance when necessary. Please feel free to contact our clients for more information on our responsiveness and maintenance service. If the problem is hardware related, then we will contact your hardware service provider and place an on-site service call.

With regards to hardware maintenance, please refer to the hardware maintenance documents found in the Support Information of our response to RFP packet for more detailed information. Standard on-site maintenance for NCR, Unisys, and OPEX scanners is 4-hour response on-site service. Alternative support plans are also available upon request.

RTL works with various service organizations, including manufacturer-direct parts and maintenance divisions and third party service providers, to offer the most viable hardware maintenance plan(s) to our customers as part of our complete turnkey solution(s). For example, Unisys and NCR have their own direct hardware service divisions to support their scanners. There are also third party service providers with trained technicians, who can support NCR and Unisys brand equipment as well, that are equally viable organizations. Panini, Magtek, and Canon depending on the model, use a depot service maintenance plan on their smaller sized check reader/sorters.

Most of the transports come with a standard 90-day product warranty, with the exception of Panini scanners, and most maintenance contracts are provided on an annual basis. The support costs for the scanner(s)/software, as listed in the price proposals reflects cost for twelve months of four-hour response on-site service for NCR, Unisys and OPEX scanners, unless an alternative service plan is preferred by the Client. This provides the client with a standard fifteen-month first year initial hardware support period (3 month warranty + 12 month extended same day on-site service) for NCR, Unisys, and

Support & Maintenance

Opex scanner(s) and a 12-month first year support period for Panini transports. We offer the same initial first year support coverage for RTLFiRST software. Second year, third year, and on-going renewal of annual maintenance costs reflect only a twelve-month support period. Please contact your RTL sales representative for scanner support options for the Canon, Magtek, and various Panini scanners such as depot and/or trade in service. *(Hardware manufacturer can elect to modify their warranty periods for their products).*

Due to the fact that our solution is designed to be very flexible and easy to use and most of the settings are user-configurable and extremely user-friendly, in-depth IS skills are not necessary for any on-going maintenance or technical administration of the system, nor do we foresee any need for increased administration. In the initial implementation phase, we believe that a team consisting of one end-user department administrator and one IS administrator working hand-in-hand with our implementation planning/project manager to be very effective in addressing such technical items as output file format, system interfacing issues, any hotfile or database lookup specifications, etc. as well as procedural issues. However, after the implementation and training period, there is very little ongoing technical maintenance that is required, unless there is a change in business processes and changes in system settings and/or configurations are needed. In our experience, ongoing system administration requires someone who is comfortable working with computers and who has a solid knowledge of how our system works. In-depth MIS technical skills are not necessary.

AS7200i

The OPEX AS7200i is the world's most efficient universal scanning platform. Designed to be integrated into an OPEX Rapid Extraction Desk (described below), the AS7200i high-speed production scanner allows an operator to open, extract, identify, capture, orient, sort, print an audit trail, and output mail contents - all in a single step!

The AS7200i continues the legacy of its highly successful predecessor, the AS3690i. The AS7200i includes all of the great features you have come to expect in an OPEX scanner, including dual stream processing, in-line barcode recognition, document classification, optical character recognition (OCR), optical mark-sense recognition (OMR), and magnetic ink character recognition (MICR) capabilities.

But in addition to these classic benefits, the AS7200i also offers:
- Forms processing - Thanks to a 12" wide CIS, the AS7200i easily handles 11" X 17" pages, A3 sheets, full-size envelopes (12" X 15"), thick folders and envelopes;
- An unparalleled reduction in document prep time;
- Faster speeds and a quad-core processor (120 PPM);
- Full-speed, full-color, and full resolution, all at 300dpi native capture;
- Proven drop-feed technology plus the industry's most advanced auto-feeder;
- Page, and 10-zone snippet-by-snippet processing;
- Ultrasonic multi-feed and thickness detect; and
- Front- and back-side printing.

When equipped with optional VRS Technology, a variety of additional optimizations can be performed in-line, including auto-crop, auto-orientation, color suppression, color smoothing, selective content ignoring, and much more. These new features provide unmatched image quality, recognition, and cleanup at full-speed and full (300dpi) resolution.

Because the AS7200i is able to scan a wide range of irregular, folded, and damaged media without the need for careful stacking, jogging, or document repair, it is simply the fastest way to go from paper to image. The AS7200i can tackle even your biggest scanning challenges affordably, while significantly reducing expensive prep!

Model 72

The Model 72 RED is OPEX's newest innovation in envelope opening and Rapid Extraction Desk technology. Equipped with an all-new feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, it is ideal for applications that involve thick or over-stuffed envelopes. The Model 72 can process intermixed envelopes of varying thicknesses, including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

Milling cutting offers a smaller cut depth which significantly reduces the potential of cutting contents. The feeder adjusts on-the-fly to accommodate the widest range of envelopes possible. The entire envelope path has been optimized to also accommodate irregular-sized envelopes.

In short, the Model 72 offers efficient, secure, and reliable mixed envelope opening and extraction. When integrated with the new OPEX AS7200 scanner, **one operator** can **open** envelopes, **extract** contents, and **scan** everything **in one step,** on **one platform,** with **little or**

no prep. Combined, the Model 72 RED and AS7200 provide the world's only single-step out-of-the-envelope document processing platform.

PAYMENT AND DELIVERY TERMS

Prices quoted will be from the RFP opening date of September 27, 2012 and are FOB Moorestown, NJ. Firm purchase order must be received by OPEX on or before December 31, 2012.

Payment for the OPEX products shall be due in accordance with the terms set forth in the fully-executed Reseller Agreement between our two organizations. Please refer to the cover letter accompanying this response for a copy of that Reseller Agreement. Payment for the on-call maintenance services shall be due in accordance to OPEX's master maintenance agreement (see Attachment II).

The current general estimated delivery timeframe is ninety (90) calendar days following receipt of your firm purchase order. Please take note that the delivery timeframes is subject to change without notice, based upon OPEX's then current production schedule at the time we receive your firm purchase order.

INSTALLATION AND TRAINING

A. Site Preparation (to be provided by the City of Long Beach)

The City shall prepare and make available a safe and suitable place for installation of the OPEX product(s). Preparation of the installation site shall include the responsibility to provide prior to the installation date all electrical and other utility services required for proper installation. Please refer to Attachment I for the installation specifications for the OPEX products. The City shall provide to OPEX the name and phone number of an individual located at the installation site who shall be responsible for coordination of the installation of the Product(s).

Installation shall be deemed completed upon successful conclusion of OPEX's standard test procedures. OPEX shall be under no obligation to install equipment unless the site is properly prepared and the product(s) and site are made available to OPEX on delivery. In the event that OPEX arrives to install the product(s) and the site preparation has not been properly completed, the City shall be responsible for all additional costs and expenses incurred by OPEX as a result thereof; provided that the City shall have the right, by written notice to OPEX given at any time prior to five (5) days before the scheduled date of installation to delay the date of installation for a period of not more than ten (10) business days, if after diligent efforts the City is not able to complete the site preparation. OPEX does not accept responsibility to connect OPEX products to equipment not approved by OPEX. Should OPEX at its option, connect these products, OPEX shall have no liability for any damage which may result.

In the event that the City fails to complete the site preparation within the time periods above, allowance being given to the City's right (as set forth above) to extend the installation date by not more than ten (10) business days, interest shall accrue at a rate of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly on the unpaid balance of any payments due hereunder from the last scheduled date of installation until the date installation actually begins.

B.   Installation

Installation is included in the purchase price of the equipment. The OPEX representatives will begin the process of installing the OPEX products immediately following installation.   The process for installing the OPEX products shall take one (1) week.

C.   Training

The OPEX representatives will begin the process of operator training for the City's personnel immediately following delivery of the OPEX products and shall continue for up to one (1) week. Additionally, OPEX offers refresher training classes to the end-user for the life of the product, at no additional cost and these classes shall be scheduled at a time that is convenient for all parties.

WARRANTY INFORMATION

OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS PROPOSAL, THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL, THE PRODUCTS AND SERVICES SOLD HEREUNDER, OR THE OPERATION OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. PURCHASER AND OPEX AGREE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE OF A PARTICULAR PRODUCT OR THE COST OF A SERVICE HEREUNDER, WHICHEVER IS LESS. THIS LIMITED WARRANTY AND THE

LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS.

MAINTENANCE AND SERVICE TERMS

OPEX Standard On-Call Maintenance For the AS7200i and AS7200t

OPEX has attached a sample on-call master maintenance agreement under <u>Attachment II</u>.

OPEX's on-call maintenance program includes all labor and replacement parts, excluding consumable items (i.e., ink, paper) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition. The on-call maintenance program is divided into two (2) parts: Preventive Maintenance Calls and Demand Calls, as detailed below and are to be performed at the City's site. On-call maintenance services shall be provided in accordance to our then current maintenance agreement.

> <u>Preventive Maintenance Calls:</u> OPEX shall provide regular schedule of preventative maintenance (PM) calls for the AS7200i or AS7200t on an annual basis.

> <u>Demand Calls:</u> The City will also have unlimited demand calls during the contracted service coverage period. When the City calls for a demand call, OPEX's service technician will exert all reasonable efforts to arrive at the equipment site within four (4) hours for the for the AS7200i or AS7200t, during OPEX's standard hours of coverage of 7AM-3PM, M-F, excluding OPEX holidays.

> Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to the City. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

> <u>OPEX's Toll Free Number; On-Call Maintenance Service Response Time</u>

> To request service, simply call (1-800-673-9288). Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within four (4) hours for the for AS7200i or AS7200t, during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

> <u>6th & 7th Day Availability Fee AS7200i or AS7200t</u>
> For service on the 6th and 7th day, there is an annual Flat Fee of $4,500 per site to initiate this coverage level. All service calls placed by the City during the 6th and 7th Day are billable on an hourly basis at $195.00 / hour, portal-to-portal, with a two (2) hour minimum charge per call. Mileage is also charged at the rate of $0.39 per mile. Coverage for the 6th day only is $3,000. *(Prices quoted are based on 2013 rates.)*

> <u>Holiday Coverage AS7200i or AS7200t</u>

OPEX currently observes the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Upon thirty (30) days advance written notice, the City may obtain on-call maintenance coverage on OPEX holidays, subject to OPEX's personnel availability and in accordance to our then current rates.

Proprietary Products - AS7200i or AS7200t

The service price listed in this proposal includes an annual base licensing fee. This, and all other applicable licensing fees, is due on an annual basis in accordance with OPEX's published rates and terms then in effect. These licensing fees are normally itemized on your annual Maintenance Agreement invoice, but are billed separately in the event you choose not to purchase an OPEX service contract.

The operation and servicing of OPEX products are based upon proprietary components, processes, software, and technical support materials developed by OPEX Corporation for its exclusive use. These items are covered by various patents and copyrights, and may not be copied, reproduced or altered in any manner without prior written authorization and licensing from an authorized representative at OPEX Corporation. Lastly, the use of these products shall be based on OPEX's then current software use license agreement.

Updates/Upgrades/Enhancements For the OPEX Products

For the OPEX products, OPEX shall provide all applicable updates to the City at no cost if these updates are provided to OPEX's other similarly situated users also at no cost. As such, any and all upgrades, enhancements, or engineering changes which are offered at an additional cost shall also be made available to the City according to OPEX's published rates and terms then in effect.

CONFIDENTIALITY

The information contained in this document is proprietary and may not be passed on to any third party without the prior written consent of OPEX.

CONTACT INFORMATION

At OPEX Corporation, we strive to provide the highest levels of customer satisfaction from all facets of the company. I look forward to meeting with you in person to review this proposal and answer any questions you may have. You can also visit our website at **www.opex.com** to find out more about OPEX products and services.

Should you need to speak with me in the meantime, please do not hesitate to contact me at 856.7270.1100, or simply reply to my email. Thank you again for the opportunity to serve your organization.

RTLFiRST Software Warranty

LIMITED WARRANTY

RTL warrants that the RTLFiRST software product (a) has been fully tested, (b) is not a beta version of the software, and (c) will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of installation. Some states and jurisdiction do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the RTLFiRST software product are limited to ninety (90) days, respectively.

NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, RTL and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.