

Contract Review Sheet

Contract for Services

TO-3016-19 - Am3

Title: Lockbox Services

Contractor's Name: Retail Lockbox, Inc.

Department: Assessor's Office

Analyst: Sandra Fixsen

Term - Date From: August 29, 2019

Contact: Carrie Graham

Phone #: (503) 566-3964

Expires: June 30, 2027

Original Contract Amount: \$ 125,000.00

Previous Amendments Amount: \$ 140,000.00

Current Amendment: \$ 200,000.00

New Contract Total: \$ 465,000.00

Amd% 272%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# 546

Description of Services or Grant Award

Lockbox services to support the Treasurer's Office and tax collector.

Amendment 1 increased the Contract total to \$190,000.00.

Amendment 2 increased the Contract total to \$265,000.00 and extended the expiration date to June 30, 2025.

Amendment 3 increases the Contract total to \$465,000.00 and extends the expiration date to June 30, 2027.

Desired BOC Session Date: 4/16/2025

Contract should be in DocuSign by: 3/26/2025

Agenda Planning Date: 4/3/2025

Printed packets due in Finance: 4/1/2025



Management Update: 4/1/2025

BOC upload / Board Session email: 4/2/2025

BOC Session Presenter(s) Tom Rohlfig & Nate Combs

Code: Y

REQUIRED APPROVALS

DocuSigned by:  E4592AE8CAA542C...	3/19/2025	DocuSigned by: Carrie Graham C56E30E42D03469...	4/8/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by:  60C08A6F700240B...	3/21/2025	DocuSigned by: Jan Fritz DG16354248DE4EC...	4/3/2025
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 16th, 2025

Department: Assessor's Office

Title:

Lockbox Services

Management Update/Work Session Date: April 1st, 2025 Audio/Visual aids ☐

Time Required: 5 minutes Contact: Carrie Graham Phone: #3964

Requested Action:

Approve Amendment 3 to Contract TO-3016-19.

Issue, Description
& Background:

Lockbox services to support the Treasurer's Office and Tax Services. Amendment 3 will extend the Contract through June 30, 2027 and add necessary funds for the remainder of the Contract.

Financial Impacts:

Total not to exceed amount increasing from \$265,000.00 to \$465,000.00.

Impacts to Department
& External Agencies:

None.

List of attachments:

Contract Review Sheet, Board Agenda Form, Contract for Services Amendment.

Presenter:

Tom Rohlifing & Nate Combs

Department Head
Signature:

Signed by:
Tom Rohlifing
F2DBE74778743C...



Marion County
OREGON

**AMENDMENT 3 to TO-3016-19
the CONTRACT FOR SERVICES
between
MARION COUNTY and RETAIL LOCKBOX, INC.**

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated August 29, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Retail Lockbox, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

1. TERM. This Contract expires on June 30, 2027 ~~June 30, 2025~~.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$465,000.00 ~~\$265,000.00~~.

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$465,000.00 ~~\$265,000.00~~.

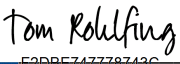
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

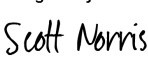
Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature:	<div>Signed by:  F2DBE747778743G...</div> <div>3/21/2025</div>	Date
	Department Director or designee	Date

Authorized Signature:	<div>DocuSigned by:  DC10351248DE4EC...</div> <div>4/3/2025</div>	Date
	Chief Administrative Officer	Date

Reviewed by Signature:	<div>Signed by:  60C98A6F700240B...</div> <div>3/21/2025</div>	Date
	Marion County Legal Counsel	Date

Reviewed by Signature:	<div>DocuSigned by:  E4592AF8CAA542C...</div> <div>3/19/2025</div>	Date
	Marion County Contracts & Procurement	Date

RETAIL LOCKBOX, INC. SIGNATURE

Authorized Signature:		Date
Title:		



Contract Review Sheet

TO-3016-19 (2)

Contract for Services #: TO-3016-19 Amendment #: 2

Contact: Carrie Graham

Department: Assessor's Office

Phone #: (503) 566-3964

Analyst: Sandra Fixsen

Title: Lockbox Services

Contractor's Name: Retail Lockbox, Inc.

Term - Date From: August 29, 2019 Expires: June 30, 2025

Original Contract Amount: \$ 125,000.00 Previous Amendments Amount: \$ 65,000.00

Current Amendment: \$ 75,000.00 New Contract Total: \$ 265,000.00 Amd% 112%

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 546

Description of Services or Grant Award

Lockbox services to support the Treasurer's Office and Tax Collector. Amendment 2 to add \$75,000.00 to the Contract total and extend the expiration date through June 30, 2025.

Desired BOC Session Date: 5/15/2024 Files submitted in CMS for Approval: 4/24/2024

Agenda Planning Date: 5/2/2024 Printed packets due in Finance: 4/30/2024

Management Update: 4/30/2024 BOC upload / Board Session email: 5/1/2024

BOC Session Presenter(s) Tom Rohlfig

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

F4592AF8CAA542C
Finance - Contracts
Date

DocuSigned by:

60C98A6F70B240B
Legal Counsel
Date

DocuSigned by:

C56E30F42D03469
Contract Specialist
Date

DocuSigned by:

1E984034585E453
Chief Administrative Officer
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 15, 2024

Department: Assessor's Office

Title: Lockbox Services

Management Update/Work Session Date: 5/2/24 Audio/Visual aids ☐

Time Required: 5 minutes Contact: Carrie Graham Phone: #3964

Requested Action:

Approve Amendment 2 to Contract TO-3016-19.

Issue, Description
& Background:

Lockbox services to support the Treasurer's Office and Tax Services. Amendment 2 will extend Contract through June 30, 2025 and add necessary funds for the remainder of the Contract.

Financial Impacts:

Total not to exceed amount increasing from \$190,000.00 to \$265,000.00.

Impacts to Department
& External Agencies:

None.

List of attachments:

Contract Review Sheet, Board Agenda Form, Request for Authorization Memo, Contract for Services Amendment

Presenter:

Tom Rohlfing

Department Head
Signature:

DocuSigned by:

Tom Rohlfing

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REQUEST FOR AUTHORIZATION OF CONTRACT TO-3016-19

Date: 4/22/24
To: Chief Administrative Officer
Cc: Contract File
From: Carrie Graham

I. Subject: Amendment Exceeds 25%

DIPS CODE: 100-16-00-164-1610-525156-000000

Budget Authority: ☒ Yes ☐ No

CIP: N/A

The Marion County Assessor's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Retail Lockbox, Inc. for Lockbox Services with a value of \$190,000.00 and an additional \$75,000.00 will be added to the contract for a new contract total of \$265,000.00 upon approval.

A. BACKGROUND

On 4/18/19, Marion County release a Request for Proposal for Lockbox Services, pursuant to MCPCR 20-0260.

On 8/29/19, Contract for Services TO-3016-19 was executed with a not to exceed amount of \$125,000.00.

On 10/12/22, Amendment 1 to TO-3016-19 was executed with the purpose of adding \$65,000.00 for a new not to exceed amount of \$190,000.00.

B. CURRENT AMENDMENT PURPOSE

Amendment 2 will extend the expiration date of the Contract through 6/30/25, as well as add \$75,000.00 for a new not to exceed amount of \$265,000.00.

C. JUSTIFICATION

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

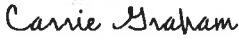
The additional funds are necessary due to the extension of the Contract.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? ☒ Yes ☐ No

2. If yes, amount: \$75,000.00. Program / Account: 100-16-00-164-1610-525156-000000

Submitted by:


DocuSigned by:

C58E30E42D03469
Carrie Graham
Assessor's Office

Reviewed by:

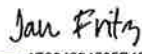
DocuSigned by:

E4592AF8CAA542C
Contracts & Procurement

Acknowledged by:

DocuSigned by:

F2DBE747778743C
Department Head

Acknowledged by:

DocuSigned by:

1E984034585E453
Jan Fritz, CAO



Marion County
OREGON

AMENDMENT 2 to TO-3016-19
the CONTRACT FOR SERVICES
between
MARION COUNTY and RETAIL LOCKBOX, INC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated August 29, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Retail Lockbox, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

1. TERM. This Contract expires on June 30, 2025 ~~June 30, 2024~~.

2. CONSIDERATION.




A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$265,000.00 ~~\$190,000.00~~.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$265,000.00 ~~\$190,000.00~~.


Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

	<u>5.15.2024</u>
Chair	Date
	<u>5/15/2024</u>
Commissioner	Date
	<u>5/15/2024</u>
Commissioner	Date

Authorized Signature:	 DocuSigned by: F2DBE7A7778743C	<u>4/28/2024</u>
	Department Director or designee	Date
Authorized Signature:	 DocuSigned by: 1E984034585E453	<u>4/29/2024</u>
	Chief Administrative Officer	Date
Reviewed by Signature:	 DocuSigned by: 60C98A6F708240B...	<u>4/29/2024</u>
	Marion County Legal Counsel	Date
Reviewed by Signature:	 DocuSigned by: E4592AF8CAA542C...	<u>4/25/2024</u>
	Marion County Contracts & Procurement	Date

RETAIL LOCKBOX, INC. SIGNATURE

Authorized Signature:	 9C4C3D7E6F2643C DocuSigned By: Craig Dawson	<u>5/22/2024</u>
		Date
Title:	<u>President</u>	



Contract Review Sheet

TO-3016-19 (1)

Contract for Services #: TO-3016-19 Amendment #: 1

Contact: Carrie Graham Department: Finance

Phone #: #3964 Date Sent: Monday, September 12, 2022

Title: Lockbox Services

Contractor's Name: Retail Lockbox, Inc.

Term - Date From: August 29, 2019 Expires: June 30, 2024

Contract Total: \$ 125,000.00 Amendment: \$ 65,000.00 New Total: \$ 190,000.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: RFP CMS # 546

Description of Services or Grant Award

Lockbox services to support the Treasurer's Office and tax collector.

Amendment 1 increases the Not to Exceed amount. Actual usage of the contract has been greater than the initial estimated usage.

Desired BOC Session Date: 10/12/2022 BOC Planning Date: 9/29/2022

Files submitted in CMS: 9/21/2022 Printed packet & copies due in Finance: 9/27/2022

BOC Session Presenter(s) Tom Rohlffing

FOR FINANCE USE

Date Finance Received: 9/12/2022 Date Legal Received: _____

Comments: Y 7

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DE257F444...
9/12/2022
Finance - Contracts Date

DocuSigned by:
Carrie Graham
C56F30F42D03469...
9/16/2022
Contract Specialist Date

DocuSigned by:
Jane E Vetto
D0CEC5B04B9F483...
9/13/2022
Legal Counsel Date

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
9/13/2022
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 12, 2022

Department: Assessor

Agenda Planning Date: 9/29/22

Time required: 5

☐ Audio/Visual aids: None

Contact: Carrie Graham

Phone: 503-566-3964

Department Head Signature:

DocuSigned by:

Tom Rohlfsing

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TITLE

Lockbox services to support the Treasurer's Office and Tax services.

Issue, Description & Background

Amendment 1 will add necessary funds for the remainder of the contract.

Financial Impacts:

Total not to exceed amount increasing from \$125,000 to \$190,000

Impacts to Department & External Agencies

None

Options for Consideration:

1. Approve Amendment 1 for TO-3016-19
2. Deny approval of Amendment 1 for TO-3016-19
3. Take no action at this time

Recommendation:

To approve Amendment 1 to provide needed funds

List of attachments:

Original agreement, Amendment 1, Contract Review Sheet

Presenter:

Tom Rohlfsing

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Carrie Graham; cgraham@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: September 12, 2022
To: Board of Commissioners
Cc: Contract File
From: Carrie Graham

Subject: Amendment Exceeds 25%

The Marion County Assessor's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Retail Lockbox, Inc. for Lockbox services to support the Treasurer's Office and tax collector with a value of \$125,000.00 and an additional \$65,000.00 will be added to the contract for a new contract total of \$190,000.00 upon approval.

Due to unforeseen circumstances at the time of original execution, yearly costs for the subject contract have increased. We are asking to add the additional value to make payments through the rest of the contract term.

Submitted by:

DocuSigned by:
Carrie Graham
C56F30F42D03469...
Carrie Graham
Finance

Acknowledged by:

DocuSigned by:
Tom Rohlfing
F2DBE74778743C...
Department Head



Marion County
OREGON

**AMENDMENT 1 to TO-3016-19
the CONTRACT FOR SERVICES
between
MARION COUNTY and Retail Lockbox, Inc.**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated August 29, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Retail Lockbox, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$190,000.00 ~~[\$125,000.00]~~.

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$190,000.00 ~~[\$125,000.00]~~.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair _____ Date 10/12/2022


Commissioner _____ Date 10/12/2022


Commissioner _____ Date 10/12/2022

Authorized Signature: 
F2DBE747778743C... 9/13/2022

Department Director or designee _____ Date

Authorized Signature: 
DC16351248DE4EC... 9/13/2022

Chief Administrative Officer _____ Date

Reviewed by Signature: 
D0CFC5B04B9F483... 9/13/2022

Marion County Legal Counsel _____ Date

Reviewed by Signature: 
C5B2F3DF257F444... 9/12/2022

Marion County Contracts & Procurement _____ Date

Retail Lockbox, Inc. SIGNATURE

Authorized Signature: 
9C4C3D7E6F2643C
DocuSigned By: Craig Dawson 10/12/2022

Title: President _____ Date

**MARION COUNTY
CONTRACT FOR SERVICES TO-3016-19**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Retail Lockbox, Inc., a Corporation, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2028.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$125,000. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
☒ \$2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☒ Required by County ☐ Not required by County.

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
☒ \$1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
☒ \$2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ \$500,000 Per occurrence limit for any single claimant
☐ \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Retail Lockbox, Inc.
105 14th Ave, Suite 300
Seattle, WA 98122
Attention: Craig Dawson

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of proposals for this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. ORDER OF PRECEDENCE. This contract consists of the following documents and is listed in the following order of precedence. If there are any conflicts between this contract and all exhibits, the county's contract will control. All exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: Statement of Work

Exhibit B: Marion County Request for Proposals Lockbox Services C25102-TO546-19

Exhibit C: Questions and Answers

Exhibit D: Retail Lockbox, Inc. Proposal

Attachment A: Retail Lockbox, Inc. Cost Proposal Submission Form


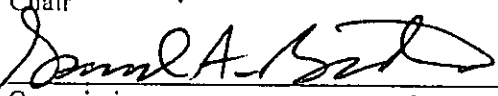

Attachment B: List of Payees

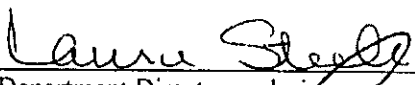
29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

Signature Page Follows

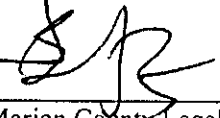
MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

 8-28-19
Chair Date
 8-28-19
Commissioner Date
 8-28-19
Commissioner Date

Authorized Signature:  8/15/19
Department Director or designee Date

Authorized Signature:  8/27/19
Chief Administrative Officer Date

Reviewed by Signature:  8/19/19
Marion County Legal Counsel Date

Reviewed by Signature:  Aug 15, 2019
Marion County Contracts & Procurement Date

RETAIL LOCKBOX INC. SIGNATURE

Authorized Signature:  8/29/2019
Date

Title: President

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. County requires lockbox services to support the Marion County Treasurer's Office and Tax Office. Contractor shall collect tax payments on behalf of County and deposit payments into County's bank account as described herein.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

i. LOCKBOX IMPLEMENTATION

Implementation of lockbox services and software requirements is detailed in the section titled "Lockbox Implementation" which starts on page six of Exhibit D.

ii. LOCKBOX PROCESSING

County has three dates during the year where tax payments are due:

- November 15
- February 15
- May 15

Contractor shall be prepared to begin receiving and processing high volumes of payments approximately thirty calendar days prior to the payment due dates identified above.

A list of all acceptable payees is attached and incorporated herein as Attachment B. Should Contractor receive a check with a payee not identified in Attachment B Contractor shall forward all relevant documents associated with that check to County for resolution.

Tax payments get delivered to a PO Box 3416 at 715 NW Hoyt Street, Portland, OR 97208. Contractor shall collect tax payments and facilitate delivery of tax payments to Contractor's facility.

Contractor shall sweep the identified PO Box and collect tax payments twice daily, Monday through Friday, to include once overnight.

Contractor shall open envelopes, sort and scan all documents contained in the envelopes. Images are stored by Contractor. The mail will be opened and sorted as follows:

- Full Pays & Partial Pays
- Multiples
- Checks Only
- Correspondence
- Address changes

Payments received without a payment coupon will be deposited and images of the checks and envelopes will be made available to County by Contractor for County personnel to research the payment and post the payment to the correct account or direct Contractor to reject the payment and forward all respective documents to County. If County does not accept or reject payment within agreed upon deadlines all corresponding documents shall be returned to County by Contractor for manual processing by County personnel.

Each day Contractor shall make a deposit into the Marion County Tax Account at US Bank by the deadline established by US Bank. The method of deposit will be a Check 21 Image Cash Letter (ICL).

Contractor shall shred all materials received with an ICL deposit once relevant retention periods have been satisfied. Other materials will be returned to County as needed via United States Postal Services or courier.

Contractor shall provide County with detail and summary reports electronically on each day work is processed. On days with no incoming remittances to process, Contractor shall provide County with a courtesy "No Work" notification email. Detail and summary reports are to be emailed by Contractor to the following email addresses:

- treasurer@co.marion.or.us
- propertytax@co.marion.or.us

Contractor shall communicate payment account data daily to County via Secure File Transfer Protocol (SFTP).

iii. ADDITIONAL LOCKBOX PRODUCTS & SERVICES

Contractor shall provide County access to Contractor's web-based, document imaging, archive, workflow and retrieval system known as RetailWEB. Details of RetailWEB are found in the section titled RetailWEB on pages twelve and thirteen of Exhibit D.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. Contractor shall be solely responsible for any information collected until it is received by the county.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$125,000.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the deliverables detailed in Attachment A: Retail Lockbox, Inc. Cost Proposal Submission Form, attached and incorporated herein, that County has accepted.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods and services. County to pay Contractor via Automated Clearing House (ACH) process.

C. TERMS. Contractor shall invoice County by the 3rd of each month for all services provided in the preceding month. County will pay Contractor via ACH payment by the 20th of the month. Late fees will be added to any and every month's bill that is late. There is a 5 day grace period beyond the due date. The fee will be \$50.00 and 12% per year on the outstanding balance.

If County reasonably and in good faith disputes all or any portion of an invoice, County will notify Contractor in writing within ten (10) days from the date of County's receipt of the invoice, provide the reasons for the objection, and arrange payment of any portion of the invoice which is not in dispute. If County's account is ten (10) days or more overdue (except with respect to charges under reasonable and good faith dispute), Contractor reserves the right to immediately suspend services, without liability to the County, until County pays all overdue amounts in full. Suspension of services will not relieve County of its obligation to pay the service fees as outlined in Attachment A: Retail Lockbox, Inc. Cost Proposal Submission Form.

D. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

E. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

F. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Treasurer's Office
PO Box 14500
Salem, OR 97309**



**MARION COUNTY
REQUEST FOR PROPOSALS
LOCKBOX SERVICES
C25102-TO546-19**

Release Date: April 18, 2019

Proposals Due Date: 4:00 p.m. on May 7, 2019

Refer Questions to:

Jacob Clotfelter
Marion County Finance Department
jclotfelter@co.marion.or.us

Submit Proposals to:

Marion County Finance Department
Courthouse Square
555 Court Street NE Suite 4247
Salem, OR 97301

Electronic copies of this RFP and attachments, if any, can be obtained from the ORPIN website <http://orpin.oregon.gov/open.dll/welcome> and view Marion County Opportunity Number C25102-TO546-19

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

Exhibit B

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- 2. Background**
- 3. Contract Term**
- 4. Schedule of Events**
- 5. Scope of Work**
- 6. Mandatory Pre-Proposal Conference**
- 7. Instructions to Proposers**
- 8. Contract Form**
- 9. Evaluation**
- 10. Award Notice and Acceptance Period**
- 11. Protest and Appeals**
- 12. Terms and Conditions**
- 13. Attachments and Exhibits**
- 14. Proposal Submission Checklist for Proposers**

Exhibit B

1. INTRODUCTION

The Marion County Treasurer's Office (County) is currently seeking lockbox services for property tax collection. The County is seeking proposals from qualified individuals, firms, teams or consultants, hereafter called "proposer(s)," with demonstrated experience in implementing and managing a successful lockbox service program, and proposes to engage the successful Proposer for the following services:

- Implementation of lockbox services
- Support property tax payments in November, February and May each year
- Careful adherence to any and all relevant federal, state and local laws and regulations associated with lockbox services

All firms submitting proposals are referred to as proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 333,950, stretches from the Willamette River to the Cascade Mountains and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

The Treasurer's Office receipts all revenue received by Marion County. The Treasurer controls the flow of money to and from the County and maintains records for the receipt, investment and payment of County funds. All banking services and relationships are managed through the Marion County Treasurer's Office. The County currently utilized one depository account for all payroll, accounts payable and receivable, and electronic payments. Marion County's general banking relationship and current lockbox services are with US Bank.

Marion County intends to award a single contract for lockbox services. The successful proposer will demonstrate the capability to perform all services necessary to have lockbox services fully operational no later than January 1, 2020. All services must meet all legal and statutory requirements and conform to any applicable industry standards.

3. CONTRACT TERM

The Contract is anticipated to start in July, 2019. The Contract term shall be for five (5) year(s). The parties may agree to extend the term of the Contract up to a maximum of four (4) additional years for a maximum total term of nine (9) years.

4. SCHEDULE OF EVENTS

April 18, 2019	RFP issued
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Exhibit B

April 25, 2019	Questions concerning RFP and project emailed to jclotfelter@co.marion.or.us no later than 5:00 p.m.
April 30, 2019	Answers to questions posted on ORPIN website
May 7, 2019	Proposals are due no later than 4:00 p.m. at Marion County Finance Department, 555 Court Street NE Ste 4247, Salem, OR 97301. <i>Late submittals will not be accepted.</i>
Week of May 20, 2019	Interviews (If Required)
May 28, 2019	Notification of selected proposer
July 1, 2019	Project commences

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

5. SCOPE OF WORK

Marion County requires lockbox services be provided for the collection of property tax payments. County bills include a remittance advice with an Optical Character Recognition line (OCR) identifying payment type and customer account information.

In the past two years, the following shows the dates the County utilized a lockbox for tax payments, as well as the volume of transactions processed:

17/18 Tax Year

Due Date	Beg. Date	End. Date	Records	Amount Collected
11/15/2017	10/16/2017	11/22/2017	50,099	\$155,284,870.52
2/15/2018	1/24/2018	2/22/2018	3,633	\$4,756,427.90
5/15/2018	5/1/2018	5/15/2018	3,799	\$4,504,731.83
			57,531	\$164,546,030.25

16/17 Tax Year

Due Date	Beg. Date	End. Date	Records	Amount Collected
11/15/2016	10/17/2016	11/21/2016	50,625	\$153,551,685.37
2/15/2017	1/27/2017	2/21/2017	4,285	\$5,343,158.18
5/15/2017	5/1/2017	5/22/2017	4,276	\$5,010,014.34
			59,186	\$163,904,857.89

Exhibit B

Proposers shall collect county tax payments from a post office box, and process payment daily according to instructions agreed upon by the County and proposer. Sample Tax Payment Instruction Sheet is provided in Exhibit 4.

The County requires that collected funds be deposited into the County's demand deposit bank account at US Bank daily. All funds collected must, at all times, be maintained in a collateralized account that complies with ORS 295 and the State of Oregon public fund collateralization laws. An overview of the Public Funds Collateralization Program and allowable depository banks can be found at: <https://www.oregon.gov/treasury/public-financial-services/public-depository-information/pages/default.aspx>.

Proposers shall capture and transmit payment remittance detail to the Marion County Tax Office daily. Remittance specifications are provided in Exhibit 2.

Proposers shall transmit a file to the county for daily upload into the county assessment and taxation system. The file shall be provided in the format shown in the Sample Lockbox Payment File Layout provided in Exhibit 3.

Proposers shall archive payment and remittance detail and make that detail available online to the County the day after the payment was processed.

Proposers shall work with the County to develop exception item processing.

Proposers shall maintain physical security and software safeguards that control access to sensitive information and shall carefully adhere to all rules, laws, statutes and regulations relating to Personally Identifiable Information (PII) protection.

6. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP

7. INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) original signed proposal, five (5) hard copies and one digital copy (CD or flash drive) of proposal. Proposals are due at the County **no later than the time and date set forth in the Section 4: Schedule of Events**. Envelopes or packages shall be clearly marked with the RFP number, "**C25102-TO546-19.**"

The proposal must include information responsive to items (a) through (h) set forth below. The proposal may not exceed a total of 25 single-sided, 8.5" x 11" numbered pages. The cover letter, resumes and other required documents are excluded from the total page count. Resumes must be included in an appendix to the proposal. Proposers must complete and submit **Attachment 1: Proposal Form**.

Exhibit B

Proposers must include the following as part of their proposal:

- a. **Cover Letter.** The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.
- b. **Approach and Management Plan.** Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.
- c. **Qualifications and Experience.** Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
- d. **Staffing Plan.** Provide a staffing plan and an estimate of the total hours, detailed by position, required for the project tasks as outlined. Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule.
- e. **Work Plan and Schedule.** Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than July 1, 2019 and all public meetings, draft and final documents fully completed and lockbox services fully operational by January 1, 2020.
- f. **Cost Proposal.** The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories. Proposer must submit Cost Proposal using **Attachment 4: Cost Proposal Submission Form**.
- g. **RESERVED**
- h. **References.** Provide at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each

Exhibit B

project associated with the reference, and the role of the respective team member(s) who would be assigned to the project. Proposer must submit references using **Attachment 3: Reference Form**.

- i. ***Additional Relevant Information.*** The proposer may submit additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two (2) single-sided pages). Additional relevant information counts towards the 25 page proposal maximum.

8. CONTRACT FORM

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the **Sample Contract for Services (Exhibit 1)**. Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County's Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest ranking proposer.

9. EVALUATION

a. ***Minimum Responsiveness.*** In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with **Section 7: Instructions to Proposers** and include the following to be considered minimally responsive:

- ☐ Cover Letter
- ☐ Approach and Management Plan
- ☐ Qualifications and Experience
- ☐ Staffing Plan
- ☐ Work Plan and Schedule
- ☐ Attachment 1: Proposal Form
- ☐ Attachment 3: Reference Form
- ☐ Attachment 4: Cost Proposal Submission Form

b. ***Evaluation Committee.*** A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have

Exhibit B

relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

- c. *Categories.* The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	30
Cost Proposal	40
Approach and Management Plan	30
Total Points Possible	100
References (Optional)	50
Interview/Presentation/Demonstration (Optional)	50
Grand Total	200

- d. *Interviews.* Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, evaluation criteria, the location, order and schedule of the interviews is at the sole discretion of the County. The interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all presentation costs incurred to attend.
- e. *Best Value.* The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

10. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.

Exhibit B

- c. If a proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated proposer.

11. PROTEST AND APPEALS

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted in writing by mail, courier or hand delivery to the Contracts and Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract.

Marion County Finance Department
Courthouse Square
Attn: Camber Schlag
555 Court St. Suite 4247
Salem, OR 97301

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

12. TERMS AND CONDITIONS

- a. *The Marion County Public Contracting Rules, found at <http://www.co.marion.or.us/FIN/Pages/contracts.aspx>, govern this RFP.*
- b. *RFP Amendment, Cancellation and Right of Rejection.*
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the ORPIN website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

Exhibit B

- c. *Confidentiality.* The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law, that proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.

- d. *Proposer Responsible for Incurred Costs.* The County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.
- e. *Cooperative Purchasing.* Pursuant to ORS 279A.205 thru 279A.215, other public agencies within the State of Oregon may use the purchase agreement resulting from this Request for Proposals unless the Proposer expressly notes in their proposal that the prices quoted are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the County accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Oregon.

13. ATTACHMENTS AND EXHIBITS

Attachment 1: Proposal Form

Attachment 2: Trade Secret Form

Attachment 3: Reference Form

Attachment 4: Cost Proposal Submission Form

Exhibit 1: County Contract for Services

Exhibit 2: Remittance Specifications

Exhibit 3: Sample Lockbox Payment File Layout

Exhibit 4: Sample Lockbox Instructions

14. PROPOSAL SUBMISSION CHECKLIST FOR PROPOSERS

- ☐ Cover Letter
- ☐ Approach and Management Plan
- ☐ Qualifications and Experience
- ☐ Staffing Plan
- ☐ Work Plan and Schedule
- ☐ Attachment 1: Proposal Form
- ☐ Attachment 2: Trade Secret Form (*optional*)
- ☐ Attachment 3: Reference Form
- ☐ Attachment 4: Cost Proposal Submission Form

Exhibit B

Attachment 1. Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
 ☐ S Corporation ☐ Non-Profit ☐ Government
 ☐ Other _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Exhibit B

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

Email: _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

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Attachment 2: Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about May 7, 2019 (the "Proposal"), to Marion County in response to Request for Proposals C25102-TO546-19, for lockbox services to support property tax collection and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

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Attachment 3: Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Email Address for Contact Person #1: _____

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer.

Exhibit B

Cost Proposal Submission Form

November Lockbox Activity

AFP Service Code	Service Description	Estimated Volume	Unit Rate*	Total Charge
050 010	Monthly Lockbox Fee	1	\$ -	\$ -
050 20Z	Per Item Charge	34546	\$ -	\$ -
050 21I	Manual Mail Fee	93	\$ -	\$ -
050 300	Deposit Cost	18	\$ -	\$ -
050 401	Transmission Fee	1	\$ -	\$ -
050 41Z	Package Prep	15	\$ -	\$ -
050 410	Mail to Tax Office	26193	\$ -	\$ -
050 530	Unprocessable payments	1168	\$ -	\$ -
050 202	Multi payment surcharge	13139	\$ -	\$ -
050 423	CD-Rom Monthlty Fee	1	\$ -	\$ -
050 423	CD Rom per item fee	59571	\$ -	\$ -
050 423	CD Rom Fee	7	\$ -	\$ -

*Unit rates are to the tenth of a penny (three decimal points)

**Additional fees or clarification of costs to be provided on a separate attachment

Proposer Name

Exhibit B
EXHIBIT 1

MARION COUNTY
CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on [insert date]. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

Exhibit B

EXHIBIT 1

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

Exhibit B

EXHIBIT 1

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

Exhibit B

EXHIBIT 1

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

Exhibit B
EXHIBIT 1

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

Exhibit B

EXHIBIT 1

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and
- ☐ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☒ Required by County ☐ Not required by County.

- ☒ \$2,000,000 Per occurrence limit for any single claimant; and
- ☒ \$5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 *property damage*/\$50,000 *bodily injury* \$5,000 *personal injury*).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

Exhibit B
EXHIBIT 1

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

**

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

Exhibit B
EXHIBIT 1

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of proposals for this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. COOPERATIVE PURCHASING. Pursuant to ORS 279A.205 thru 279A.215, other public agencies within the State of Oregon may use this contract. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Oregon.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____

Exhibit B
EXHIBIT 1

Chief Administrative Officer

Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____
Date

Title: _____

SAMPLE

Exhibit B
EXHIBIT 1

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. *(Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)*

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. *(Describe specific services to be performed, deliverables to be provided, Goods to be delivered, the delivery schedule for the services, deliverables and Goods, including documents and reports, if any, to be created and delivered as part of the services. An individual reading the Contract must be able to easily answer the following questions: a. Who is purchasing? b. Who is selling? c. What is being purchased? d. How much is being purchased? e. When will it be delivered? f. How much will be paid and what is the payment method? g. When will payment be made? Be specific, clear, concise and complete when describing the intended performance obligations of the parties).*

C. SPECIAL REQUIREMENTS. *(Insert: special terms and conditions applicable to this Contract.)*
[OPTION:] Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. Contractor shall be solely responsible for any information collected until the information is received by County.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

OPTION FOR REQUIREMENT THAT CONTRACTOR PROVIDE KEY PERSONS:

i. KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name, title, identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

Exhibit B
EXHIBIT 1

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$_____. **[NOTE: THIS AMOUNT SHOULD EQUAL THE TOTAL AMOUNT PAYABLE UNDER EX. A, SECTION 2.A PLUS THE TOTAL AMOUNT AUTHORIZED FOR REIMBURSEMENT UNDER EX. A, SECTION 2.C AND THE AMOUNT IDENTIFIED UNDER 2. COMPENSATION.]**

A. METHOD OF PAYMENT FOR SERVICES. **[OPTION 1 – FIXED PRICE FOR EVERYTHING:** County shall pay Contractor \$_____ for completing all Services and delivering all Goods required under this Contract.]

[OPTION 2 – FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted: **(CLEARLY SPECIFY DELIVERABLE AND FIXED AMOUNT FOR THAT DELIVERABLE)]**

[OPTION 3 – HOURLY RATE UP TO MAXIMUM AMOUNT: County shall pay Contractor \$_____ per hour up to but not in excess of \$_____ for completing all Services required under this Contract.]

[OPTION 4 – COMBINATION FIXED PRICE AND HOURLY RATE: County shall pay Contractor \$_____ for _____. County shall pay Contractor \$_____ per hour up to but not in excess of \$_____ for _____.]

B. BASIS OF PAYMENT FOR SERVICES. **OPTION 1 – Full completion.** County shall pay Contractor all amounts due under this Contract in one payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

OPTION 2 - Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and Goods: **(list payment milestones)**

OPTION 3 - Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. **OPTION 1: No Expense Reimbursement -** County will not reimburse Contractor for any expenses under this Contract.

OPTION 2: County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$_____.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty

Exhibit B
EXHIBIT 1

(30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: [insert Dept Name] Department, [NAME]
[Address 1]
Salem, OR 9730X

Exhibit B

EXHIBIT 2

Remittance Coupon Specifications

Coupon

Features	County name lockbox mailing address recommended zip+4
Placement	bottom of the statement perforated edge along top of remittance
Printing	laser printing highly recommended
Size	3.5 to 4 inches high 8.5 inches wide
Weight	20-lb. bond paper minimum 24-lb. recommended

Scan Line

Font	OCR A or OCR B OCR A recommended
Length	44 characters
Placement	bottom right-hand edge 1/2 inch from bottom edge 1/2 inch from right-hand edge
Variance	no more than 1/16th of an inch in any direction
Clear Band	clear or ink-free area surrounding scan line 1/2 inch around scan line in all directions front and back of document

Exhibit B

EXHIBIT 2

Scan Line Specifications

Fields without data must be zero-filled. The scan line should always be forty-four characters.

County Identifier **2**

Two-digit code unique to each County.

County Unique Code **1**

One-digit code for County use only. Zero fill if not used.

Account Number **10**

Ten-digit account number identifying type of property and owner.

Full Payment **10**

Dollar amount due if paid in full with 3% discount.

Two-Thirds Payment **10**

Dollar amount due if two-thirds paid with 2% discount.

One-Third Payment **10**

Dollar amount due if one-third paid without a discount.

Check Digit **1**

One-digit number used to verify entire scan line was read accurately by lockbox equipment.

Example

12112345678901234567890123456789012345678906

__-_____-_____-----_____-----__

Check Digit Routine

Mod 10A is a double-add-double, sum-of-digits, modulus-10 subtract procedure.

SCAN LINE	1	2	3	4	5	6	7	8	-->	6	<--	CHECK DIGIT
MULTIPLY BY	2	1	2	1	2	1	2	1				
SUM	2	2	6	4	1	6	5	8	=	34		
SUBTRACT	40	-	34	=	6							

Exhibit B
EXHIBIT 3

Scan Line Specifications

Fields without data must be zero-filled. The scan line should always be forty-four characters.

County Identifier	2
Two-digit code unique to each County.	
County Unique Code	1
One-digit code for County use only. Zero fill if not used.	
Account Number	10
Ten-digit account number identifying type of property and owner.	
Full Payment	10
Dollar amount due if paid in full with 3% discount.	
Two-Thirds Payment	10
Dollar amount due if two-thirds paid with 2% discount.	
One-Third Payment	10
Dollar amount due if one-third paid without a discount.	
Check Digit	1
One-digit number used to verify entire scan line was read accurately by lockbox equipment.	

Example

1211234567890123456789012345678906
__-_____-_____-----_

Check Digit Routine

Mod 10A is a double-add-double, sum-of-digits, modulus-10 subtract procedure.

SCAN LINE	1	2	3	4	5	6	7	8	-->	6	<--	CHECK DIGIT
MULTIPLY BY	2	1	2	1	2	1	2	1				
SUM	2	2	6	4	1	6	5	8	=	34		
SUBTRACT	40	-	34	=	6							

Exhibit B
EXHIBIT 4

Marion County ~ Tax Payments Instruction Sheet

Calendar

Vendor provides annual Instruction Sheet to County ***DATE***

The purpose of this annual instruction sheet is to define the processing calendar and set processing expectations.

County completes and returns Instruction Sheet to Vendor ***DATE***

County provides sample coupons for testing ***DATE***

Please send 35 to 50 coupons to the implementation coordinator listed in the "Contact Information" section.

Vendor tests coupons and provides feedback to County ***DATE***

DEADLINE – Testing Complete ***DATE***

Latest date County mails tax statements to its customers ***DATE***

Vendor begins processing payments ***Upon First Receipt***
DEADLINE – Taxes Due ***November 15, XXXX***

Last Acceptable Postmark

- ☒ If November 15 (Postmark check will begin on November 17)
- ☐ If November xx, (Postmark check will begin on November xx)
- ☐ If Process all (Postmark check not needed)

DEADLINE – Last Processing Day ***November XX, XXXX***

- ☐ Correct

☒ Other: November XX, XXXX

After this date, Vendor will return to the County all payments that it receives.

Exhibit B
EXHIBIT 4

Marion County ~ Tax Payments Instruction Sheet

Payment Processing

Software

TSG

The software used to create the tax statements:

☒ Correct ☐ Other: _____

Remittance Coupons

Please see the attached specifications designed specifically for Oregon County tax coupons.

Laser printing significantly reduces OCR rejects.

Envelopes

Green

Unique envelope color assigned to County:

☒ Correct ☐ Other: _____

Please see the attached specifications designed specifically for County tax envelopes.

Vendor will not return envelopes from processed or rejected transactions.

Payment Sort

Vendor will sort the incoming payments into the following batches:

Single coupon/single check

Single coupon/single check with address change on coupon

Multiple coupons or multiple checks

Multiple coupons or multiple checks with address change on coupon

Image Delivery Option

Vendor will provide coupon and check images on CD-ROM

Yes / Weekly

☒ Correct

☐ Other _____

Coupon Retention Option

Vendor will handle processed coupons in the following manner:

Return

☒ Return all coupons in daily package

☐ Retain clean coupons for five business days, then destroy. Return change of address batches in daily Package.

Exhibit B
EXHIBIT 4

Marion County ~ Tax Payments Instruction Sheet

Package Delivery

Vendor will deliver your deposit advice, coupons and exception items to the following address:

☒ Correct ☐ Other: _____

***PO Box XXX
Salem, OR
97308***

Exceptions

Altered Payments: The directions provided to Vendor if the check amount does not match any dollar amount on the scan line of the coupon:

☒ Correct ☐ Other: _____

Process

Check Only: If payments are received without coupons, Vendor will process check only batch and provide copy of check to County

☐ Yes ☒ No, if no coupon, check will be returned unprocessed.

No

Out-of-Balance Payments: Vendor will return out-of-balance payments to the County without processing the payment if Check Only processing is not authorized. Out-of-balance payments are defined as a transaction containing either multiple coupons or multiple checks where the total coupon amounts do not balance to the total check amounts.

Trimester Taxes

Vendor will process second installments:

☒ Correct ☐ Other: _____

Yes

Vendor will process third installments:

☒ Correct ☐ Other: _____

Yes

Vendor will process last installment delinquent notices

☒ Correct ☐ Other: _____

No

Expectations

Testing

Coupons must be provided before the date listed.

Coupons will be printed using the same software and on the same printer that will be used to process "live" statements.

County must provide a resource during the designated testing time frame.

Vendor's analyst responsible for customer implementation and testing is Vincent Ramos. He may be reached at 503.401.3462.

Mr. Ramos mentioned on 8/17/18 that, since there were no software changes, testing would not be necessary.

Exhibit B
EXHIBIT 4

Marion County ~ Tax Payments Instruction Sheet

Deposit Timing

Transactions with more than 25 coupons will be processed on a delayed basis.

Transmissions

Transmissions will be available for pickup by 10:00 p.m. on the day of deposit.

Contact Information

Vendor:

Lockbox Site

Implementation Coordinator

Lockbox Customer Service

Relationship Manager

County

Please update or complete as necessary.

Primary Contact	Name
	Phone
	Fax
	Email

Technical Contact	Name
	Phone
	Fax
	Email

Signature of Primary Contact

Date

Exhibit B

EXHIBIT 4

Marion County ~ Tax Payments Instruction Sheet

Address Change Box

Placement	upper right quadrant front of remittance
-----------	---

Envelope Specifications

Envelope

Color	assigned to County
Features	FIM (Facing Identification Mark) postal bar code <u>no</u> address change box
Type	Window or Slit Window preferred Size 9

Window/Slit

Features	cutout no glassine or plastic film
----------	---------------------------------------



Marion County
OREGON

**QUESTIONS AND ANSWERS
to the
REQUEST FOR PROPOSAL C25102-TO546-19
LOCKBOX SERVICES
ISSUED ON APRIL 18, 2019**

Questions and Answers:

Q1: Will Marion County provide a copy of the RFP in Word format?

A1: A Microsoft Word document has been attached to ORPIN.

Q2: What percentage of checks comes without a scan-able coupon?

A2: We require our current lockbox processor to return any payments that do not include a coupon. Over a 12 month period we have had 2,214 payments returned as unprocessed out of approximately 57,000 items, however this number includes late payments.

Q3: Does the county require weekend processing?

A3: No

Q4: Can you provide a sample image of each type of coupon?

A4: See the answer to question # 8

Q5: Are exceptions and legal agreements excluded from the page limit?

A6: Yes, exceptions and proposed contract documents will be excluded from the maximum page limit.

Q7: Can the county provide a description of pricing line item: "050 410 Mail to Tax Office"?

A7: This AFP code is for the per item fee for items returned to Marion County. In addition to the unprocessable items returned, Marion County requires the current lockbox provider return all coupons.

Q8: Can you provide samples of County Tax Statement and Coupon?

A8: The attached document includes a Statement and Coupon for all three trimesters.

Exhibit C

Q9: If the Lockbox is ready in August/September, will the selected vendor process payments beginning November 2019?

A9: No, Marion County expects to go-live with a new provider in January of 2020.

Q10: Please provide a breakdown of total payments by the following payment types:

- a. Check Only Post (no coupon, check only payment with account number)
- b. Check Only No Post (no coupon, check only payment without account number)
- c. Singles (one check with one coupon)
- d. Multiples (multiple checks with one coupon; multiple coupons with one check)

A10:

A and B. Marion County requires all payments received without a coupon be returned.

C and D. Our current lockbox processor cannot differentiate between singles and multiples, however, over a 12 month period there were 43,300 checks deposited and 56,419 coupons processed.

Q11: On Attachment 4: Cost Proposal Submission Form, can you provide clarification on the following line items?

Mail to Tax Office (qty. = 26,193 in November) According to the associated AFP service code this refers to "mailing processed remittance documents via First Class Mail". Will processed tax remittances be returned to the County rather than be destroyed?

A11: This is the number of items returned to Marion County by the current lockbox provider. In addition to the unprocessable items returned, Marion County requires that all coupon received by the lockbox be returned. Checks are not returned to Marion County.

Q12: Is there any special end of tax period processing needed to determine whether payments are considered timely?

A12: Yes, any payment with a postmark after the remittance due date will be returned to Marion County for manual processing.

Q13: In Section 5 – Scope of Work, Page 5 – 2nd paragraph, it states; "The County requires that collected funds be deposited into the County's demand deposit bank account at US Bank daily". We, as a Financial Institution, partner with a third party lockbox provider for our client's lockbox needs. In our responses for lockbox services, we present the process of clearing the funds through a demand deposit account at our Institution and then initiating ACH funds transfers to operating account(s) as needed. Working with our partner in this manner has been very successful, and mutually beneficial. Will Marion County consider this process and open a demand deposit account with a proposer Financial Institution if that Financial Institution is selected as the Contractor?

Exhibit C

A13: Marion County would consider this process.

Q14: Does Marion County anticipate doing an RFP for Banking Services anytime soon?

A14: Marion County does not anticipate doing an RFP for Banking Services anytime soon.

END OF QUESTIONS AND ANSWERS

Exhibit D

Retail Lockbox, Inc.



105 14th Ave, Suite 300
Seattle, WA 98122

Payment Processing Proposal for:



**Marion County
Request for Proposals
Lockbox Services
C25102-TO546-19**

Attention: Jacob Clotfelter
Marion County Finance Department
Courthouse Square
555 Court Street NE Suite 4247
Salem, OR 97301

Presented By

Erik Halverson
Account Executive
Retail Lockbox, Inc.
503-351-8161

Erik.Halverson@Retaillockbox.com

Exhibit D

May 1st, 2019

Jacob Clotfelter
Marion County Finance Department
555 Court Street NE Suite 4247
Salem, OR 97301
April 29, 2019

Dear Mr. Clotfelter,

Retail Lockbox, Inc. is pleased to submit a proposal for lockbox payment processing services for Marion County's property tax payments. Retail Lockbox, Inc. has the hardware, software and experience to deliver best in class lockbox service to Marion County. Since our founding in 1994, we've provided high quality retail and wholesale payment processing for hospitals, insurance companies, utilities and government entities throughout the Northwest.

We look forward to collaborating with Marion County to deliver a solution that meets and exceeds your payment processing needs. With offices in Oregon and Washington, our experience working with large City & County Governments in the Northwest for the last 25 years is extensive, and we currently serve over 200 clients throughout a diverse group of industries.

We understand the importance of providing timely and accurate payment processing services, and the ability to adapt to ongoing changes in the payment industry. We take great pride in our ability to offer services that reflect your service requirements and can fully comply with Marion County's objectives as outlined in the RFP.

Thank you again for the opportunity to respond to this RFP and for your consideration of Retail Lockbox, Inc. for your remittance processing needs. We look forward to building a long and mutually beneficial relationship with Marion County. Please feel free to call me directly at (206) 624-9424 with any questions, or email me directly at Craig@Retaillockbox.com.

Sincerely,



Craig Dawson
President

Retail Lockbox, Inc.
105 14th Avenue, Suite 300
Seattle, WA 98122

Exhibit D

Approach and Management Plan

Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.

RESPONSE: Retail Lockbox, Inc.'s approach and management plan for providing the services, including organizational chart are outlined below.

Approach

Retail Lockbox, Inc. was founded in 1994 by Craig Dawson and Walt Townes. Headquartered in Seattle, WA, Retail Lockbox, Inc. recently celebrated 25 years in business providing best-in-class lockbox services to over 200 clients across a diverse group of industries. Our approach to providing our products and services and our management plan are outlined below.

Quality is central to our mission and our strategic direction. In order to achieve high quality we continue to invest in new hardware, software and people. Retail Lockbox, Inc. is differentiated by our strong technical team and we consistently win business with our ability to customize our solutions to meet the unique needs of our customers. Retail Lockbox, Inc. has invested heavily in the electronic side of our business as well as the paper side, which positions us to meet our customers' needs in the ever expanding digital marketplace.

Our growth has been organic and we've obtained customers one at a time through word of mouth, banking relationships and direct marketing. Our management team is very stable with the same ownership and the same senior management team in place for 25 years. There are 75 employees at Retail Lockbox, Inc. and we have significant excess capacity with the ability to double our processing volumes in our existing facility.

Retail Lockbox, Inc. has a robust technical team giving us the ability to offer customized solutions to meet Marion County's unique needs. We have a team of nine full time developers available to customize both our in-house software solutions as well as customize off the shelf solutions to meet your needs.

Retail Lockbox, Inc.'s service offerings are also differentiated from other providers by our stability and long term commitment and investment in the lockbox industry. We work with many banks in the area to seamlessly integrate depository and cash management services for our clients. Retail Lockbox, Inc.'s longevity and quality is unmatched by any bank or organization in the lockbox industry large or small. During our 25 years in the lockbox business we have watched large national banks come and go in the industry. Conversely, payment processing is our passion, and Retail Lockbox, Inc. has operated under the same ownership and the same senior management team for 25 years. Retail Lockbox, Inc. continues to invest our capital in new hardware, software and people to meet the ever changing needs of our customers. We intend to be in the lockbox and payment processing business for the foreseeable future.

We continuously monitor the performance and quality of our products and services using a combination of automatic software tracking of data and analysis performed by our team. We use feedback from these quality controls to ensure timely, quality remittance processing services, and to

Exhibit D

discover ways to improve the delivery of our product and services to our customers. As a result, Retail Lockbox, Inc. boasts an error rate significantly lower than the industry average.

Payment processing is our sole mission and the owners are on site every day to make sure your needs are being met. Retail Lockbox, Inc. is a local firm. If there is a problem you can pick up the phone and speak to our team or directly to the owners 24 hours a day, 7 days per week.

Management Plan

Retail Lockbox, Inc.'s management plan includes relationship management and governance, and key processes and functions such as contract administration, project management, performance monitoring and reporting to deliver solutions that work the first time.

Communication is critical and is at the foundation of Retail Lockbox, Inc.'s client relationship. An Account Manager and Marketing Support Executive are on point to assure that client's needs are being met in the timeframe and at the quality level expected. They are part of the implementation team that will meet with Marion County weekly until the solution is tested and accepted by the County. Once the solution/service goes live, dedicated Customer Service Specialists handle client inquiries as they arise in real time. Retail Lockbox, Inc. and our client become partners and sustain that partnership with open, effective communications.

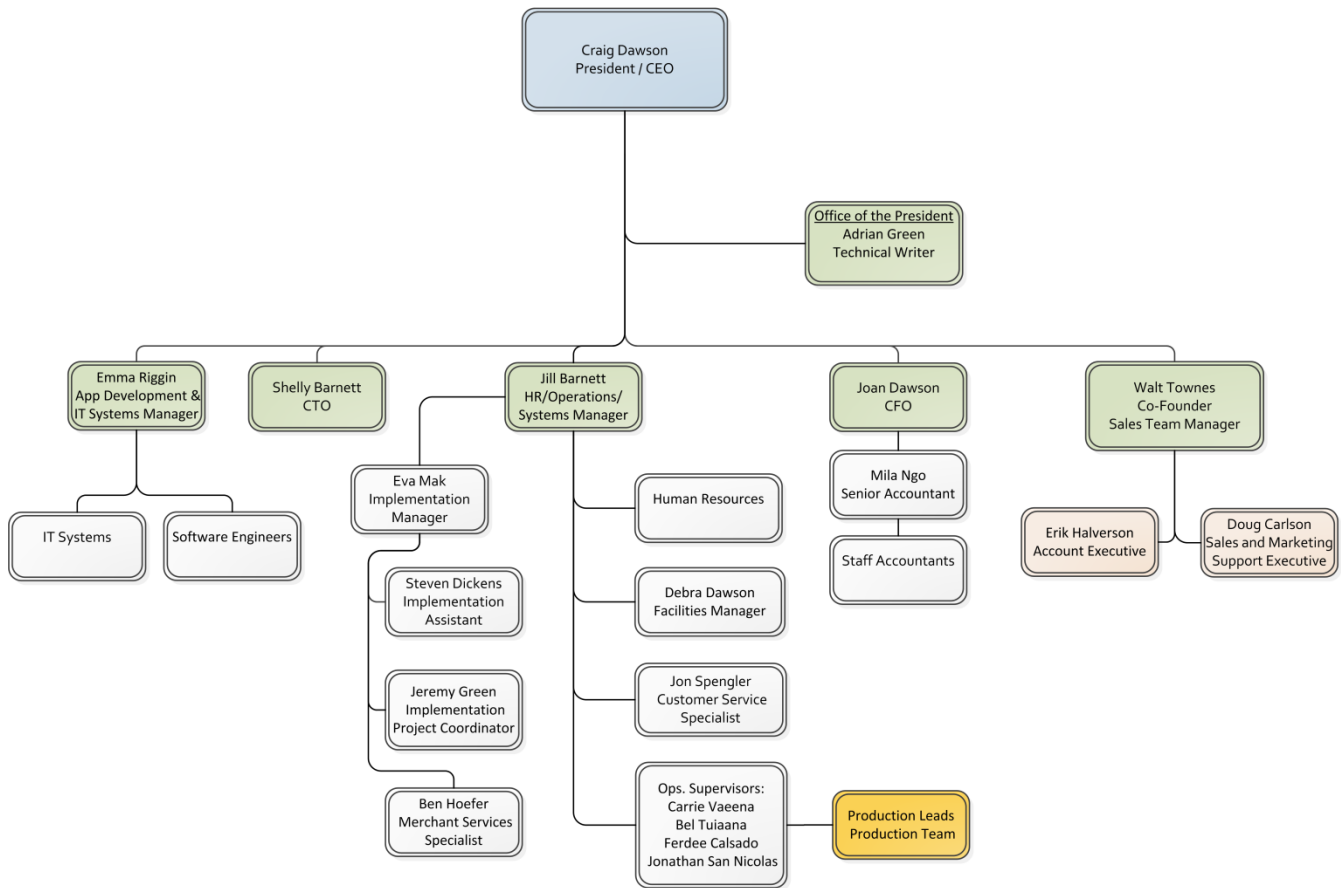
Customer service is another key component of our services. We want to make sure that customer service is carried out in a consistent, reliable and positive manner for Marion County. The Marion County team does not need to have a complex organization chart to decide who and when to call. We want to make sure that when there are issues or questions they are resolved quickly, and with the same or higher expectation that Marion County has for the issue. We continually ask our customers how their customer service experience is, and we continually receive positive feedback on the process.

Retail Lockbox, Inc.'s proposed solution will not require a significant level of effort from Marion County personnel or IT work, nor a significant amount of Marion County resources in order to implement and support the County's services. Coordination and active communication will be required during the implementation phase (primarily through meetings) to determine business rules, and during the testing process. Throughout the contract duration, Marion County personnel involvement is required to the extent that they have the option of reaching out to our Customer Service department or Account Representatives with inquiries or potential service changes. Below is Retail Lockbox, Inc.'s current organization chart:

Exhibit D

Retail Lockbox, Inc. – Organization Chart

4/30/2019



COMPLIED

Qualifications and Experience

Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

RESPONSE: The qualifications and experience of the key Retail Lockbox, Inc. team members who will work on the project, including specific qualification and experience from projects similar to this project for the key team members are outlined below.

Retail Lockbox, Inc. has assigned a seasoned account team to manage the Marion County lockbox solutions. Our key team members will include an Account Manager, Marketing Support Executive, and Customer Service Specialist. The full team members identified to support the County has over 40 year of combined experience in lockbox processing and support.

Exhibit D

Erik Halverson will assume the Account Executive role for Marion County and he is located in Oregon. Erik's role is to manage the overall account and handle the coordinated effort of the Retail Lockbox, Inc. team in implementation and support. He will manage the tasks and workflow that is required for the account. He is also there to address high level questions regarding the account such as pricing, invoices, and other related items. Erik currently serves as Account Executive for Retail Lockbox, Inc.'s lockbox account for Klamath County's property tax payments in Klamath Falls, Oregon. Erik handles many other municipalities in Oregon as well.

Doug Carlson will be assigned as your Marketing Support Account Executive. Doug is there to ensure that all aspects of the daily processing are completed accurately and in a timely manner. Doug is instrumental in handling the account on a day to day basis. Doug is there to help ensure that everything runs smoothly and exceeds your expectations of our service. Doug currently serves as Marketing Support Executive for several of Retail Lockbox, Inc.'s lockbox accounts for county property tax payments, including Clark County, Klamath County, and Pierce County. Doug handles many other municipalities in Oregon and Washington as well.

Jon Spengler will provide your staff with a single point of contact for operational questions. Successful customer service is anchored in keeping the process straightforward and simple for our clients. Jon works on the operation floor and has instant access to processing information when issues arise. He is dedicated to making sure your questions get answered quickly. Jon currently serves as Customer Support Specialist for several of Retail Lockbox, Inc.'s lockbox accounts for county property tax payments, including Clark County, Klamath County, and Pierce County. Jon supports many other municipalities in Oregon, Washington, and other parts of our footprint as well.

The chart below lists our current project team and their key responsibilities at Retail Lockbox, Inc. This team will be dedicated to the implementation of Marion County's services.

Craig Dawson	Title	Phone	Email
	President	206-462-3156	craig@retaillockbox.com
	Length of Service	Time in Current Position	
	25 years	25 years	
	Key Responsibilities		
	Craig founded the company in 1994. He focuses on the strategic direction and planning of RLI while also contributing to a variety of functional areas within the company. Responsible for the successful operation, financial management, budgeting, staff supervision, planning, and overall development and growth for the organization.		
Erik Halverson	Title	Phone	Email
	Account Executive	503-351-8161	erik.halverson@retaillockbox.com
	Length of Service	Time in Current Position	
	3 year	3 year	
	Key Responsibilities		
	Manages and services customer accounts.		
Doug Carlson	Title	Phone	Email
	Sales & Marketing Support Executive	206-568-2044	doug.carlson@retaillockbox.com
	Length of Service	Time in Current Position	

Exhibit D

	5 years	5 years	
	Key Responsibilities		
	Supports and services customer accounts.		
Eva Mak	Title	Phone	Email
	Implementation Manager	206-905-4857	eva@retaillockbox.com
	Length of Service	Time in Current Position	
	12 years	10 years	
	Key Responsibilities		
	Manage and deliver new client implementation set-up, including testing and documentation to live production. Also, evaluates change requests and delivers changes to live production.		
Jon Spengler	Title	Phone	Email
	Customer Service Specialist	206-965-8518	jon@retaillockbox.com
	Length of Service	Time in Current Position	
	10 years	10 years	
	Key Responsibilities		
	First contact to handle issues with client accounts or inquiries about any changes to business rules. Performs research and communicates action items with clients, IT, and Production Supervisors.		
Kelsey Woods	Title	Phone	Email
	Staff Accountant	206-925-3605	kelsey.woods@retaillockbox.com
	Length of Service	Time in Current Position	
	10 years	1.5 years	
	Key Responsibilities		
	Handles full cycle accounting functions, AP/AR, and monthly/quarterly state and city tax filings.		
Carrie Vaeena	Title	Phone	Email
	Operations Supervisor	206-965-8519	carrie@retaillockbox.com
	Length of Service	Time in Current Position	
	19 years	19 years	
	Key Responsibilities		
	Manage production operations employees and oversee the production workflow to ensure all work is completed timely and accurately to meet customer expectations.		
Ferdinand Calsado	Title	Phone	Email
	Operations Supervisor	206-925-3603	ferdinand.calsado@retaillockbox.com
	Length of Service	Time in Current Position	
	8 years	8 years	
	Key Responsibilities		
	Manage production operations employees and oversee the production workflow to ensure all work is completed timely and accurately to meet customer expectations.		
Sheldon Barnett	Title	Phone	Email
	Chief Information Officer	206-965-8522	shelly@retaillockbox.com
	Length of Service	Time in Current Position	
	22 years	22 years	

Exhibit D

Key Responsibilities

IT support for organization design and provides technical assistance to daily operations of the business to ensure customer satisfaction with all information technology systems.

COMPLIED

Staffing Plan

Provide a staffing plan and an estimate of the total hours, detailed by position, required for the project tasks as outlined. Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule.

RESPONSE: Retail Lockbox, Inc.'s staffing plan and estimated total hours, detail by position, required for the project task as outlined will be based on the following availability:

Retail Lockbox, Inc.'s hours of operation for check processing are as follows:

4:00am to 6:00pm (Monday through Friday)

8:00am to 12:00pm (Saturdays)

During the daily work shift there are 38 full time and 5 part time employees.

Supervision: 8 full time, 1 part-time

Processing: 27 full time, 4 part-time

Customer Service Support: 2 full-time

We are estimating 316 hours of total work hours along with our automated systems to complete the County's annual tax work.

COMPLIED

Work Plan and Schedule

Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than July 1, 2019 and all public meetings, draft and final documents fully completed and lockbox services fully operational by January 1, 2020.

RESPONSE: Retail Lockbox, Inc.'s work plan and schedule describes how we will perform each task of the project, and identifies deliverables for each task and provides a schedule. Our work plan discusses our approach for completing the requested services for the project deadlines. Our schedule shows the expected sequence of tasks and includes durations for the performance of each task, milestones, submittal dates and review periods for each submittal. We have also provided our daily workflow process and methodology for processing Marion County's work.

Exhibit D

Lockbox Implementation

In most cases, large lockbox accounts can be fully operational and in production within 6-10 weeks. Retail Lockbox, Inc. has successfully completed over 400 implementations with a variety of clients and Marion County can expect the same rigorous attention to detail and schedule. One of our primary objectives is to minimize the impact on client resources throughout the implementation.

Retail Lockbox, Inc.'s approach and schedule for completing the requested services for the project deadlines is outlined below:

1. The Account Manager and Marketing Support Executive provide implementation questionnaires and gather any unique requirements or specifications from Marion County in meeting(s).
2. The County completes implementation questionnaire and returns it to Account Manager.
3. Upon receipt of implementation questionnaire, Retail Lockbox, Inc.'s implementation team takes charge of the implementation process to ensure a timely and seamless process.
4. The process begins with a kick-off call that includes The County's team, Retail Lockbox, Inc.'s implementation team, Account Manager and Technical Specialist. This meeting is for the purpose of gathering and accurately documenting the County's specific requirements and instructions. It is also another opportunity for Retail Lockbox, Inc. to provide professional suggestions and consultation based on information in the implementation questionnaire.
5. Retail Lockbox, Inc. will review the specifications and business rules of the County and determine the implementation process steps needed to deliver the desired service level.
6. At this point, Retail Lockbox, Inc. begins a formal product development plan that is monitored weekly in an internal cross-functional project team meeting.
7. A weekly status meeting is held with the County to discuss progress and any issues that arise. It also provides consistent communication and action item review.
8. Each solution is developed, tested and implemented with the County's direct input, final review and approval.
9. Once approved, the new service is commenced on a mutual startup date.
10. We have post implementation meetings or phone calls to discuss the results of the live data, determine if any additional training is required, and assist the finance team for balancing questions.
11. Project is completed.

This is our standard implementation process and it has been proven successful. We also recognize that Marion County may have specific or unique internal processes and requirements. In this case we will work with the County to customize our process to meet the County's requirements. We will work with Marion County's designated representatives and our technical and production teams to ensure a cohesive Implementation process. Below is a proposed schedule for the implementation of the County's lockbox services:

PHASE	KEY Tasks/Deliverables	# of Weeks
1 - PLANNING	<ul style="list-style-type: none">• Assignment of Project Leads• Agreement on Project Methodology• Development of Statement of Work	July 1 st , 2019

Exhibit D

	<ul style="list-style-type: none"> • Establishment of Change Control Procedures • Agreement on Schedule for Status Meeting 	
2 - DESIGN AND DEVELOPMENT	<ul style="list-style-type: none"> • Systems Design • Systems Development • Operations Development • Test Plan Development and Execution • Processing Instructions/Training 	July 8 th , 2019
3 – TESTING	<ul style="list-style-type: none"> • Posting File Testing Externally • File Transmission Testing 	August 5 th , 2019
4 - INITIAL ROLLOUT	<ul style="list-style-type: none"> • Initial Processing of Payments • Post-Mortem Review-Refinement of Procedures 	August 12 th , 2019
5 – IMPLEMENTATION COMPLETE	<ul style="list-style-type: none"> • Lockbox Fully Operational • Full Payment Processing 	August 19 th , 2019
5 - ONGOING OPERATIONS	<ul style="list-style-type: none"> • Ongoing Operations • Change Control Management 	Ongoing

Experience gained over the past 25 years with hundreds of successful implementations and projects completed in a wide variety of industries, continues to reinforce the effectiveness of our approach. One of the most important elements to our approach is a focus on the client’s actual business issue or need rather than just on products or services.

This clarity of mission brings the implementation process into sharp focus for our team and often helps clients as well. Our consultative approach from the beginning helps ensure proper expectations are established which in turn drives properly scheduled resources and contributes to cost controls. Our weekly cross functional full team review of all pending implementations is another unique feature of our approach that contributes to on-time and on-budget outcomes for our clients. These sessions become weekly “bursts” of training and sharing from one project activity to another. This constant flow of information and communication brings multiple perspectives together to help reduce and eliminate gaps or last minute issues that are most often time consuming and costly. The cross pollination of ideas also brings forward unique solutions that might otherwise be missed.

Lockbox Processing

Retail Lockbox Inc.’s process workflow and methodology for processing lockbox payments is outlined below. The process workflow covers from the point at which remittances are received at the designated P.O Box to final confirmation of the deposit.

Exhibit D

Multiple Mail Sweeps

The processing workflow begins with multiple daily sweeps by our courier at the main regional postal hub center in Seattle, WA and/or at the postal facility servicing the client's P.O. Box. We will work with the County to choose the best postal facility that meets your needs. We make 3 sweeps daily for Seattle P.O. Box clients. The first is at 3:30AM at the regional processing postal hub. The second is at 5:30AM at the commercial USPS P.O. Box center with a return to the USPS center for a third sweep at 9:30AM. Mail deliveries are signed off by the courier upon arrival at our processing center. Daily volumes received are tracked against forecast. These are two additional process controls we utilize to measure timely receipt and proper handling of the arriving mail along with expected postal facility throughput. In addition, the early morning sweep at the regional processing center is one of many processes we use to ensure timely same day processing for our clients.

Mail Extraction & Batch Preparation

Mail arrives multiple times during the processing cycle for cleaning, opening, removal and inspection of enclosures. All sorting and batching is completed based on client specifications and business rules. These rules are established and documented during the initial implementation process involving client representatives and our implementation staff. Business rules are signed off by the client and approved. Testing is conducted in advance of live production processing and client confirmation and sign-off of those results are also obtained. Lockboxes are assigned a priority number, and are visually queued on racks so that work is extracted in the proper order to meet file deadlines, and to handle the various tasks associated with each lockbox configuration. After cleaning, the mail is placed in queue on racks for proper extraction in priority order by client.

High-speed extraction and batching functions are conducted on OPEX 150 equipment for retail remittances. Batch types are determined by client specifications and needs, and our operators are trained on the discrete opening procedures customized for each client. The opening instructions may include sorting by a variety of batch types including singles, multiples, check only, check with lists, items with correspondence, correspondence with no checks, currency, credit card or other items that may be defined as unprocessable by the client. Batch sizing is set to approximately 250 transactions each to allow quick assessment of daily volumes and ease in projecting completion time of work by simply knowing the number of batches. Custom batch sizing is also available upon client's request.

All batches are labeled by type with a unique color coded batch header that is signed by the team member who created the batch. This quality control provides ownership of the work product as it moves to the next step in processing. If there are any issues with the batch immediate feedback can be provided and corrective training or clarification can be directed to the person involved. In addition the color coding of the various batch headers is another control designed to help quickly identify the batch content for processing downstream. Automated batches are created through the high-speed extraction equipment (OPEX 150) and processed in line on the Image Exchange Module (IEM) to capture coupon OCR and check MICR data about the transaction.

Multiples are balanced and exceptions are handled throughout the extraction period. All items to be returned to the client are batched by type of returned item and tagged with a color-coded identification header. This provides improved efficiency for the client when the unprocessable work or returned materials are distributed to the client's functional teams or individuals. It is also another visual control utilized during review of go-back materials.

Exhibit D

Image Capture, Keying and Batch Balancing

Transaction items are image-captured on high speed transports, NCR iTrans utilizing our RemitPlus or AFS software. The operator selects a sort pattern and feeds the items through the transport. The transport rate is 10,000/hour. MICR/OCR data is captured and transmitted from the sorter to the SCU (Sorter Control Unit) where the data is processed through tables and database field values and pocket assignments are determined. Data is stored without a header. Image indexes are updated. Images are transferred from the sorter camera to the Image Control Unit (ICU) and compressed. The record header is added when the data is written to the database along with primary and reject indexes. Data is stored on the Vision Server Unit (VSU).

Once data is written to the VSU, the data is available to all workstations for reject correction, balancing and processing. Database files are updated periodically during item capture. Image files are also available at this time. Sort patterns define how RemitPlus / AFS captures, reformats, pockets, and balances run files captured with the document processor or edited with the RemitPlus / AFS program. RemitPlus does not pre-define sort patterns, nor does RemitPlus / AFS define a pre-set table search logic. Sort patterns can be created with any data record format and table search logic desired. This allows RemitPlus to produce an unlimited number of powerful and flexible sort patterns for clients.

If the software reads the scanline document, determines the amount due, and matches the courtesy amount entered on the check with that amount on the transaction, it is in balance. If the transaction does not match and cannot be read then it is presented for keying at the workstations. The first keyer enters the needed data from the image provided for the payment document(s) and the associated check(s). The transaction is then queued for a second keyer (must be a different keyer) to double check the missing data and again enter the information. If the two keying passes match then the transaction is completed and endorsed.

After all transactions in the batch are balanced the batch is closed and contents are reviewed for complete check MICR, acceptable payees, any client business rule regarding rejects, and deletion of any unprocessable items. The closed/QC'd batches are completed in one of two ways. They are run for a second pass on the transport for the physical addition of an encoded value on the check for paper check deposit, or they are processed through our Check21 electronic deposit preparation software for deposit to our client's designated financial institution electronically. Final endorsements are completed and cash letters created for client deposits.

Because of the importance of accurate encoding for our clients and the clients' customers, as well as the banks involved, Retail Lockbox, Inc. initiates a final visual review of all checks before the deposits are finalized. This additional final QC step includes review at a separate QC workstation of the final encode value for each check, a second review for acceptable payees, and review of deleted items for consistency with client business rules of unprocessable transactions. Errors found are corrected before they negatively impact our clients or their customers. These items are investigated, logged and reviewed by the supervisors. This process also provides clear and specific examples for use in providing feedback for employees, helping them build proper skills and provide quality outcomes for our clients. We believe this added process control step is critical and directly contributes to our low average annual encoding error rate.

Exhibit D

Deposit Balancing and Electronic File Sends

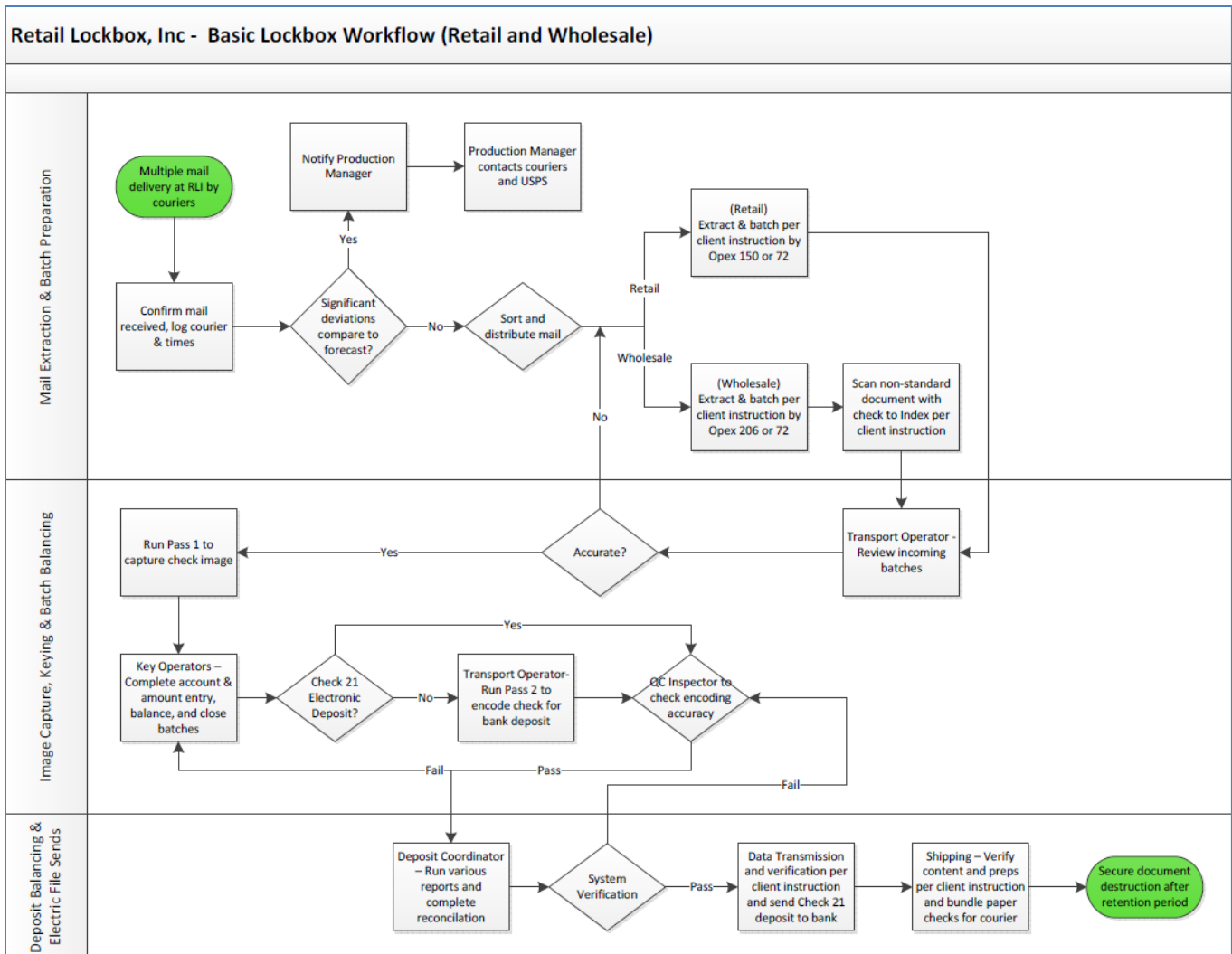
The entire deposit is balanced. An additional process control we utilize is our Suspect Reports. We run suspect reports that note duplicate items (i.e. same account number and dollar amount), high or low dollar amounts, previous exact MICR and value within set number of hours, etc. If suspects appear, we check for their existence within the batches. If an error is found, we return it to the remittance processor to correct the problem. We then run the Batch Summary Report and review the final details before file sends or transmission occurs. These quality control reports are used to confirm that batches processed are accounted for both physically and electronically and that the two media are reconciled and individually signed-off. Yet another quality process includes the use of IV Recon, which electronically compares checks from the first image pass to the encode run. It compares routing and transit account number and check serial number between the two passes, and searches for free or missing items. This is also reviewed at the file send workstation.

The file-send/deposit coordinator utilizes an automated file-send final QC check-off log to verify that the deposit is complete, all batches are properly reported, and for paper deposits, the correct deposit slips and batch headers are being utilized. Once all of these controls and reviews have taken place the file-send coordinator electronically initiates the send process for the various client file transmissions. These may include AR posting files, special merged files bringing multiple processing channels together, and image files for direct feed into client systems or into RetailWEB™ image archive system for client use.

The final step is the release of the Check 21 deposit file to the client's designated financial institution. For those clients with manual paper deposits they are prepared for courier delivery to the appropriate bank location. All couriers are electronically admitted to the processing center by visual identification and then logged in and out with the deposits by our shipping coordinator. The timing of this activity is determined by the client's requirements and is tracked to ensure proper handling.

The electronic files are sent to the client through whatever methodology they require and in their specific format. Our recommended transmission method is Secure File Transfer Protocol (SFTP). Daily Detail and Summary reports are sent to the client electronically.

Exhibit D



Additional Lockbox Products & Services

RetailWEB™

RetailWEB™ is Retail Lockbox, Inc.'s web-based, document imaging, archive, workflow and retrieval system. It has many features including the ability to print, email, add, and edit records as needed. RetailWEB™ allows a user access to a complete audit trail of each digital record and the ability to view and search those images by standard and custom data fields. We utilize Adobe Acrobat as our reader, and any Adobe tool sets can be used with these images. Any field captured for processing, indexing, or posting is a potential field for inquiry and research purposes.

RetailWEB™ - Processing Benefits:

- Suspense processing for unidentified and exception items
- Increases productivity for customer service centers, billing, and collections organizations
- Improves workflow with fewer lost documents
- Improves internal process workflows for higher accuracy and productivity
- Improves control over paper files, manual handling, and associated deterioration
- Allows simultaneous usage of the same material

Exhibit D

- Gives access to data through multiple locations
- All activity is electronically logged for audit and control purposes

RetailWEB™ Suspense Processing

Suspense is a processing tool that works within RetailWEB™ that will allow Marion County staff to quickly identify and process remittances that would have otherwise been considered exceptions, unpostable, or unprocessable. Basic Suspense allows payments to be deposited on schedule, but because the payment materials are lacking required information, the transaction is “suspended” from the daily posting file. Images of the Suspense items are uploaded and presented on RetailWEB™ by a mutually determined time the day after deposit. Once Marion County staff views the Suspense payment images, they will enter the missing account information and resolve the item, before Retail Lockbox, Inc. sweeps the RetailWEB™ library for the resolved payments and adds the transactions to the day’s posting file.

Suspense with Delayed Deposit

Suspense with Delayed Deposit works very much like Standard Suspense. However, with Delayed Deposit, the transaction is held and not deposited until Marion County staff enters the missing account information and resolves the item. A check will be held for a maximum of three business days before being returned to Marion County if not posted in this time.

RetailWEB™ Suspense Statement of Work

Standard Suspense

Items received without posting information Check Only No Post (CONP) or other items lacking enough information to post will be imaged, and given a suspense account number such as “9999999”, and presented on RetailWEB™ for data update by Marion County. Once the missing information is added by Marion County, the transaction is flagged. Retail Lockbox, Inc. will automatically detect these flagged items and post them to the correct account.

Suspense with Delayed Deposit

Items received without posting information Check Only No Post (CONP) or other items lacking enough information to post will be imaged and presented on RetailWEB™ for data update by Marion County, but the transaction is not deposited. Once Marion County updates the data in RetailWEB™ Retail Lockbox, Inc. detects the new information and deposits the payment.

Fees

The Suspense transaction fee will be added to the manual transaction per item fee when invoiced. The Manual Check Only No Post (CONP) items will be batched separately, and uploaded to RetailWEB™. Suspense items are tagged.

Suspense drives a later posting file to allow enough time for Marion County to update RetailWEB™ and for Retail Lockbox, Inc. to sweep the transactions into the posting file and reporting. The File-Send end of day processing will be 5:00 PM or later.

If a Delayed Deposit transaction is reviewed and rejected by the client in RetailWEB™, Retail Lockbox, Inc. will pull the physical check and follow the business rules to either process the check in the lockbox or return the check to Marion County.

COMPLIED

Exhibit D

Cost Proposal

The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories. Proposer must submit Cost Proposal using Attachment 4: Cost Proposal Submission Form.

RESPONSE: Retail Lockbox, Inc. has provided a cost proposal that includes (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.) Please see Attachment A: “Retail Lockbox, Inc. Cost Proposal”

COMPLIED

References

Provide at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference, and the role of the respective team member(s) who would be assigned to the project. Proposer must submit references using Attachment 3: Reference Form.

RESPONSE: Retail Lockbox, Inc. has provided at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference, and the role of the respective team member(s) who would be assigned to the project. Please see Attachment B: “Retail Lockbox, Inc. References”

COMPLIED

Additional Relevant Information

The proposer may submit additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two (2) single-sided pages). Additional relevant information counts towards the 25 page proposal maximum.

RESPONSE: Retail Lockbox, Inc. proposes the following additional products and services for Marion County’s property tax payment processing.

Stop File Management

A stop file is used to maintain a list of accounts that are ineligible to make payments. This applies in industries where an item needs to be prevented from being deposited. Stop Items are identified through communication of data files between Retail Lockbox, Inc. and Marion County.

Epay (Bank Bill Pay Consolidation)

Electronic bill payments are generated from consumers utilizing their bank’s bill payment service. Retail Lockbox, Inc. consolidates these online bill payments from leading providers along with other payments to provide you a single source of payment processing. Epay eliminates most manual, exception, and unprocessable items that are otherwise inevitable in the lockbox industry.

Exhibit D

- ✓ Eliminates most manual, exception, and unprocessable items
- ✓ Funds are issued electronically and processed quicker than paper checks
- ✓ Consolidate multiple providers' electronic payments into a single source of remittance
- ✓ Combine electronic payment information into current or custom reporting

Paystation®

Paystation® is Retail Lockbox, Inc.'s online bill payment and presentment system built by our development team which can be customized to meet Marion County's needs. Paystation® has three distinct product sets including a Non-Logon Payment portal, full Electronic Bill Payment and Presentment, and Interactive Voice Response (telephone payment).

Paystation® Logon with Electronic Bill Payment and Presentment (EBPP)

Paystation® EBPP provides increased flexibility in the timing and methods used to make payments, providing a more robust payment experience. A user can make a one-time payment, set a scheduled payment for a date in the future, or enroll in 'auto debit' where the full amount owed is paid on a predetermined schedule. The collection burden is reduced for your customer and for Marion County by reducing the amount of times the payment has to be managed.

Online statements are proven to reduce the overall cost of collection and improve customer experience for customers that prefer this option. The time to collect is reduced because payments are made immediately without float time in the mail. With Paystation® EBPP, your customers will logon to a secure portal and see an online invoice which looks exactly like the invoice that would be sent to them in the mail.

When RLMS uploads Marion County's billing files, your customers will automatically be sent an email notification that a current statement is available, with a link to the secure portal to logon. Once a subscriber has logged into the bill presentment system, their current and historical invoices are presented to them.

Paystation® Non-Logon

Paystation® Non-Logon is a quick and easy product that allows consumers to make "one-time" or "anonymous" payments without registering or logging into a system.

- One-time payments, no registration required
- ACH, Debit, and Credit Cards
- All major associations supported
- Integration with your current systems

Paystation® Non-Logon is available as both a standalone product and integrated with Paystation® EBPP (Electronic Bill Payment and Presentment). Non-Logon payments can be combined into the posting file with all other payments made on an EBPP site.

Interactive Voice Response (IVR)

The Paystation® Interactive Voice Response (IVR) platform allows customers to easily make payments by phone. The setup is simple and easy, with a basic end-user registration platform. All data captured from each transaction is stored in our Paystation® platform. IVR also offers multi-lingual options, custom scripting and custom navigation.

Exhibit D

Paystation® View

In addition to our Paystation® online payment system, Retail Lockbox, Inc. offers Paystation® View, a client-facing portal that will allow Marion County to access a real-time view of transactions across all Paystation® products.

COMPLIED

Exhibit D

Attachment A: Retail Lockbox, Inc. Cost Proposal Submission Form

November Lockbox Activity

AFP Service Code	Service Description	Estimated Volume	Unit Rate*	Total Charge
050 010	Monthly Lockbox Fee	1	no charge	\$ -
050 20Z	Per Item Charge	34,546	\$ 0.30	\$ 10,363.80
050 21I	Manual Mail Fee (Manual Mail Opening)	93	no charge	\$ -
050 300	Deposit Cost (Daily ICL Transfer \$125.00/mo)	18	\$ 6.94	\$ 124.92
050 401	Transmission Fee (Daily Detail and Summary Reports)	1	\$ 125.00	\$ 125.00
050 41Z	Package Prep	15	no charge	\$ -
050 410	Mail to Tax Office	26,193	\$ 0.007	\$ 183.35 ¹
050 530	Unprocessable payments	1,168	\$ 0.45	\$ 525.60
050 202	Multi payment surcharge	13,139	\$ 0.15	\$ 1,970.85
050 423	CD-Rom Monthly Fee	1	no charge	\$ -
050 423	CD Rom per item fee	59,571	\$ 0.003	\$ 178.71
050 423	CD Rom Fee (\$185.00 per archive request)	7	\$ 26.42	\$ 184.94 ²

*Unit rates are to the tenth of a penny (three decimal points)

**Additional fees or clarification of costs to be provided on a separate attachment

1. Estimate based on USPS First Class rates. Actual fees will be determined by shipping method and frequency of mailings.

2. Retail Lockbox, Inc. offers USB Portable Drive(s) as an option for image archive.

RetailWEB™ Image Hosting - User Access	2	\$	25.00	\$	50.00
RetailWEB™ Image Hosting - Image Storage	59,571	\$	0.003	\$	178.71
RetailWEB™ Suspense (Exception Processing)	1,168	\$	0.65	\$	759.20
RetailWEB™ Suspense (Pull Transaction)		\$	8.00	\$	-
Implementation & programming (One-time Fee)		\$	1,480.00	\$	-
Correspondence Scanning		\$	0.15	\$	-
Secure Storage and Shredding	1	\$	50.00	\$	50.00
P.O Box Fees (Billed Annually)		\$	As Billed		
Courier Fees		\$	As Billed		
Overnight/Certified Mail		\$	4.40	\$	-
Cash Handling		\$	5.50	\$	-
Compliance Fee (Billed Annually)			3% of Annual Billing		
Change Request or Maintenance Charges		\$	185.00	per hour	

Total				\$	14,695.09
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Retail Lockbox, Inc.

Propose Name

Exhibit D

Attachment B: Retail Lockbox, Inc. Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: Clark County Property Tax – Lockbox Payment Processing_____

Project Location: Vancouver, WA_____

Project Date: 09/2017- Present_____

Firm Name for Contact Person #1: Clark County_____

Name of Contact Person #1: Alishia Topper (Clark County Treasurer) _____

Telephone Number for Contact Person #1: (360) 397-2252 ext. 4470_____

Email Address for Contact Person #1: Alishia.Topper@clark.wa.gov_____

Project Description: Processing of approximately 60,000 annual property tax payments. Account Executive: Craig Dawson. Marketing Support: Doug Carlson. Customer Service: Jon Spengler.

Project Reference #2

Name of Project: Klamath County Property Tax – Lockbox Payment Processing_____

Project Location: Klamath Falls, OR_____

Project Date: 09/2017 - Present_____

Firm Name for Contact Person #1: Klamath County_____

Name of Contact Person #1: Linda Bacchi (Senior Chief Deputy Tax Collector) _____

Telephone Number for Contact Person #1: (541) 851-3658_____

Email Address for Contact Person #1: lbacchi@co.klamath.or.us_____

Project Description: Processing of approximately 30,000 annual property tax payments. Account Executive: Erik Halverson. Marketing Support: Doug Carlson. Customer Service: Jon Spengler.

Project Reference #3

Name of Project: Pierce County Property Tax – Lockbox Payment Processing_____

Project Location: Tacoma, WA_____

Project Date: 06/2001 - Present_____

Firm Name for Contact Person #1: Pierce County_____

Name of Contact Person #1: Katie Betrozoff (Revenue & Investment Manager) _____

Telephone Number for Contact Person #1: (253) 798-7459_____

Email Address for Contact Person #1: kbetroz@co.pierce.wa.us_____

Project Description: Processing of approximately 60,000 annual property tax payments. Marketing Support: Doug Carlson. Customer Service: Jon Spengler.

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer.

C25102-T0546-19

Lockbox Services

Exhibit D

Attachment 1. Proposal Form

OFFEROR NAME: Retail Lockbox, Inc.

ADDRESS: 105 14th Ave, Suite 300, Seattle, WA 98122

TELEPHONE NUMBER: (206) 624-2871 FAX NUMBER: (206) 624-2872 WEB SITE: www.retaillockbox.com

TAXPAYER ID NUMBER: 91-1635304 DATE/STATE OF INCORPORATION: 1994/Washington

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☒ S Corporation ☐ Non-Profit ☐ Government
☐ Other _____

CERTIFICATION/LICENSE NUMBER: WA State UBI #601528914

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C25102-TO546-19
Lockbox Services

Exhibit D

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: Craig Dawson

Title: President

Contact Person (Type or Print): Erik Halverson

Telephone Number: (503) 351-8161

Fax Number: (206) 624-2872

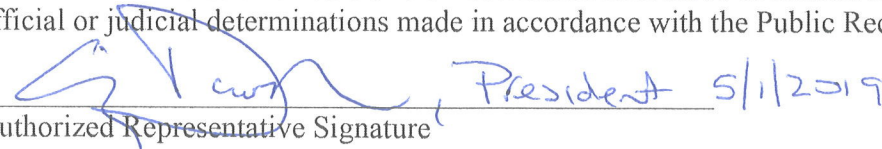
Email: erik.halverson@retaillockbox.com

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Exhibit D

Attachment 2: Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about May 7, 2019 (the "Proposal"), to Marion County in response to Request for Proposals C25102-TO546-19, for lockbox services to support property tax collection and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.


Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment A

Attachment A: Retail Lockbox, Inc. Cost Proposal Submission Form

November Lockbox Activity

AFP Service Code	Service Description	Estimated Volume	Unit Rate*	Total Charge
050 010	Monthly Lockbox Fee	1	no charge	\$ -
050 20Z	Per Item Charge	34,546	\$ 0.30	\$ 10,363.80
050 21I	Manual Mail Fee (Manual Mail Opening)	93	no charge	\$ -
050 300	Deposit Cost (Daily ICL Transfer \$125.00/mo)	18	\$ 6.94	\$ 124.92
050 401	Transmission Fee (Daily Detail and Summary Reports)	1	\$ 125.00	\$ 125.00
050 41Z	Package Prep	15	no charge	\$ -
050 410	Mail to Tax Office	26,193	\$ 0.007	\$ 183.35 ¹
050 530	Unprocessable payments	1,168	\$ 0.45	\$ 525.60
050 202	Multi payment surcharge	13,139	\$ 0.15	\$ 1,970.85
050 423	CD-Rom Monthly Fee	1	no charge	\$ -
050 423	CD Rom per item fee	59,571	\$ 0.003	\$ 178.71
050 423	CD Rom Fee (\$185.00 per archive request)	7	\$ 26.42	\$ 184.94 ²

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Compliance Fee (Billed Annually)			3% of Annual Billing		
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Total				\$	14,695.09
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Retail Lockbox, Inc.

Propose Name

Attachment B

Marion County Tax Collector

Marion County Tax

M.C.T.C

Tax Office

Tax Collector

Marion County Property Tax

Marion Co Tax

Marion Co.

Tax Assessor

Marion County

Marion County Assessor

Assessors Office

Marion County Tax Assessor

Marion County Treasurer

Treasurers Office

Treasurer and Tax Collector

County Property Tax

County Tax

County Treasurer

County Assessor

County Tax Assessor