



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (NOT REQUIRED)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: APRIL 12, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, April 12, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5651
PAYMENT PROCESSING “LOCKBOX” SERVICES
COBB COUNTY WATER SYSTEM**

**PRE-PROPOSAL MEETING: MARCH 28, 2012 @ 10:00 A.M.
COBB COUNTY WATER SYSTEM CENTRAL LAB TRAINING CENTER
662 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060**

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov

Advertise: March 16, 23, 30, 2012
April 6, 2012



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 12-5651
REQUEST FOR PROPOSAL
PAYMENT PROCESSING "LOCKBOX" SERVICES
COBB COUNTY WATER SYSTEM

DELIVERY DEADLINE: APRIL 12, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: APRIL 12, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME _____ TITLE _____

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 12-5651; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: March 16, 23, 30, 2012
April 6, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 12-5651 DATE: April 12, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Payment Processing "Lockbox" Services**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 12-5651
REQUEST FOR PROPOSAL
PAYMENT PROCESSING "LOCKBOX" SERVICES**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 12-5651
PAYMENT PROCESSING "LOCKBOX" SERVICES
COBB COUNTY WATER SYSTEM**

BID OPENING DATE: APRIL 12, 2012

**PRE-PROPOSAL CONFERENCE: MARCH 28, 2012 @ 10:00 A.M. (E.S.T.)
COBB COUNTY WATER SYSTEM CENTRAL LAB TRAINING CENTER
662 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060**

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 94625

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

REQUEST FOR PROPOSALS:

**PAYMENT PROCESSING “LOCKBOX” SERVICES
COBB COUNTY WATER SYSTEM**



SEALED BID #12-5651

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**Request for Proposal
Payment Processing “Lockbox” Services
Cobb County Water System
Sealed Bid #12-5651**

General Information:

The Cobb County Water System (CCWS, or Cobb County) provides a water distribution system and wastewater collection and treatment based services to approximately 176,000 accounts in unincorporated Cobb County, Georgia. The billing data for this customer base is developed from water meters at each location. The customer base is divided into 21 equal cycles. A cycle is billed each business day. All cycles are billed once a month or twelve (12) times a year. Each account is billed each month, with the expectation of a payment being received from each.

Cobb County is receiving proposals to evaluate contracting with a Service Provider for the purpose of processing each mailed water payment, collecting ACH-CIE payments and all other ACH payments; directly depositing funds in Cobb County bank accounts and transmitting payment, account and other associated information to Cobb County Water System for upload into the Customer Suite Customer Information System (CIS). The timely deposit of all funds directly to Cobb County Water System bank accounts is required.

Interested Proposers must submit proposals to the Cobb County Water System for their proposals to be considered. Proposals shall be submitted exactly as described on the proposal form. All breakdowns indicated on the proposal forms are required. After the proposals are received, a determination will be made, based upon the best-suited solution and the evaluation criteria set forth in this RFP. The successful Proposer, upon award will be required within an acceptable timeframe, to produce:

- Signed contract
- Copy of Current Fidelity Bond

The Cobb County Water System work will be administered and overseen by a CCWS Contract Administrator. The term of the contract will be for a period of three (3) years. At the County’s option, the contract may be renewed for up to an additional three (3) one year extensions; a maximum of six years total.

1. Securing Documents:

Copies of the proposed Contract Documents may be obtained from the Cobb County Purchasing Website: purchasing.cobbcountyga.gov

2. Proposal Form Instructions:

In order to receive consideration, make proposals in strict accordance with the following:

- a. Make proposals upon the form provided, properly signed and with all items completed. Do not change, alter or add words to the Proposal Form. Unauthorized conditions, limitations, or provisions attached to the proposal may be cause for rejection All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by Cobb County.
- b. Proposals will only be accepted in a sealed envelope that clearly provides, type written, the Name of the Work, the Date and Time of the Proposal and the Name of the Proposer. No telegraphic proposals or telegraphic modifications of a proposal will be accepted. Late proposals will not be accepted.
- c. Proposal Package Shall Include the Following:
 1. Completely filled out and executed Proposal Form. Submit an original and five(5) copies..
 2. Proposal Response Format:
 - I. *Management Summary* - Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
 - II. *Proposal* - Describe in detail how the service will be provided. Include a description of major task and subtasks. Include complete answers to all questions in **Attachment A**.
 - III. *Corporate Experience and Capacity* - Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.
 - IV. *Personnel* - Attach resumes of all management and supervisory personnel who will be involved in the delivery of service that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
 - V. *References* - Give at least five references for contracts of similar size and scope, including at least two references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
 - VI. *Acceptance of Conditions* - Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
 - VII. *Additional Data* - Provide any additional information that will aid in evaluation of the response.
 - VIII. *Cost Data* - Use the attached Proposal Form to submit formal unit cost.

Submittal of an extensive and elaborate proposal is not desired or necessary. A clear, concise proposal in the specified proposal format is requested with all the necessary information included (refer to Attachment A.).

- d. Address proposals to:
Cobb County Purchasing Department
c/o Mark Kohntopp, Interim Purchasing Director
1772 County Services Parkway
Marietta, Georgia 30008

Proposals shall be delivered to the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia, 30008, prior to 12:00 noon on the day of April 12, 2012. Proposals submitted after this time will not be accepted.

3. Examination of the Documents:

Before submitting a proposal, each Proposer shall examine the Documents carefully. Each Proposer shall fully inform himself as to the conditions existing and limitations under which the Work is to be performed, and shall include in his proposal a sum to cover the cost of items necessary to perform the Work as set forth in the proposal documents. No allowances will be made to a Proposer because of lack of such examination or knowledge. The submission of a proposal will be considered as conclusive evidence that the Proposer has made such examination.

4. Proof of Competency:

Proposers may be required to furnish additional evidence satisfactory to Cobb County that it has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner as detailed in the specification portion of this proposal package.

5. Withdrawal of Proposals:

- a. A Proposer may withdraw his proposal, personally, at any time prior to the scheduled time for opening the proposals.
- b. No Proposer may withdraw his proposal for a period of ninety (90) days after the date set for opening therefore, and proposals shall be subject to acceptance by Cobb County during this period.
- c. **Withdrawal of Proposal Due To Error**
The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any

material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6. Award or Rejection of Proposals:

This RFP does not commit Cobb County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP. Cobb County reserves the right to reject any and all proposals, to reject portions of the proposal, to waive any or all technicalities and informalities in proposals received, and to re-advertise for proposals. Cobb County in making the award will consider the competency and responsibility of Proposers. Cobb County may make such investigations as deemed necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish to Cobb County all such information and data for this purpose. Cobb County reserves the right to reject any proposal if the evidence submitted by, or discovered by investigation of, such Proposer fails to satisfy Cobb County that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional proposals will not be acceptable. The contract for services will be awarded in a manner consistent with the interest of Cobb County and laws of the State of Georgia. Cobb County also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal shall be submitted on the most favorable terms from a price and a technical viewpoint. Award made will be to the proposer (s) whose proposal is most advantageous to Cobb County based on the evaluation criteria set forth in the RFP.

The primary objective of the selection process is to identify solutions that can assure Cobb County of a reliable and fail-safe contract. This will be verified by evaluating the proposals, conducting reference checks, and/or visits to prior customers.

It is preferred that the Service Provider has been in the primary business of supporting utility operations for a minimum of five calendar years.

7. Execution of the Agreement:

- a. The successful Proposal shall be an offer to contract. Such offer shall be accepted and a contract created upon Cobb County and the Proposer signing the Contract. Such signature shall bind the parties to the contract including all of the terms set forth in this Request for Proposals.
- b. The Proposer to whom the Contract is awarded shall, within a reasonable timeframe after written notice of award, provide to Cobb County copies of Fidelity Bonds as are required by the Proposal Documents. Proposers furnishing of said bonds is evidence of his agreement to enter into a Contract on these terms. Successful Proposer will be issued a formal "Notice to Proceed".

8. Inquiries Prior to Proposal Submission:

Proposers having questions with regard to the project or Proposal Documents shall present these questions in writing to Cobb County for clarification no later **Tuesday, April 3, 2012 at 5:00 pm**. Responses will be in the form of addenda issued to all Proposal Document holders of record with the Cobb County Purchasing Department. All addenda will also be posted on the Cobb County Purchasing website: purchasing.cobbcounty.org. Proposers acknowledge receipt of Addenda by inserting the addenda numbers and dates on the Proposal Form. Failure to do so may subject Proposer to disqualification. Addenda form a part of the Contract Documents.

Submit all inquiries to purchasing@cobbcounty.org, or mail to Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008, or fax to (770) 528-1154.

8. Pre-Proposal Conference:

A Pre-Proposal Conference will be held at the Cobb County Water System Central Lab Training Center, 662 South Cobb Drive, Marietta, GA. on **Wednesday, March 28, 2012 at 10:00 AM** for answering questions of prospective Proposers.

Due to the importance of the Proposers having a clear understanding of the specifications/scope of work and requirements for the solicitation, all Proposers are urged to be at the pre-proposal meeting.

9. Bid Evaluation Criteria:

- a. Staffing - The qualifications of their service personnel and size of available work force, and the ability of the Bidder to respond in a timely fashion shall be considered.
- b. Cost - Prices quoted to perform the specified work. The bids will be evaluated based on the sum total of the three-year contract. One Service Provider will be awarded the contract. Cobb County per the Contract Documents shall determine the actual term.
- c. Experience/Performance – Review of performance of the Bidder on past Cobb County projects or other projects of similar nature and complexity. Contact with past and present customers of the Bidder will be made. Evaluation of litigation history for the past five (5) years, included for each case: style of the case, parties to the litigation, court in which the litigation was filed and civil action number; nature of claims; whether the case is pending or resolved, and if resolved, the date and manner in which it was resolved (e.g. relief granted by court, settlement by or among the parties, dispositive motion, trial verdict).
- d. Approach – Evaluation of the overall understanding of the scope of the project; completeness, adequacy and responsiveness to the required information of the RFP. Method the Bidder plans to take to accomplish the payment processing services contract.
- e. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.
- f. Availability – Evaluation of the work load and the staffing of the firm to perform the work as described in the Proposal; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County

10. Patent/Copyright Indemnity

The proposer/contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the proposer/contractor is not the patentee, copyright holder, assignee or licensee

11. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

12. Rejection of Proposals

Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection of proposal.

13. Delivery Failures

Failure of a proposer/contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the proposer/contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

14. Non-Collusion

By submission of a proposal, the proposer agrees and shall submit a statement in the form attached to this RFP that, certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices or fees in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices or fees with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices or fees which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Conflict Of Interest, Etc.

By submission of a proposal, the proposer agrees and shall submit a statement in the form attached to this RFP that, certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the

responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

16. Default

Once awarded the contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

17. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

18. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

19. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under

that commodity.

20. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (5) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

Unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

21. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

22. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

23. Firm Prices

Prices and fees quoted by proposal shall be firm and best prices. Prices and fee quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

24. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the proposer. Cobb County is not liable for any costs incurred by the respondent proposer in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

25. Proposal Format

Presentation of the relevant information is at the discretion of the proposer; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

26. Indemnification/Hold Harmless

By submission of a proposal, the selected proposer agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the proposer or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

27. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility:

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations:

During the evaluation process, the members of the selection committee may require that proposers conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria:

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to

each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

See Page 8 for Evaluation Criteria

All proposal requirements must be met, or capable of being met by the proposer or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

28. Multi-Year Contract Provisions

The successful proposer will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

29. Proposal Requirements

The proposers must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, proposers must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Proposers should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

30. Cover Letter/Executive Summary

Proposer shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

31. Project Team

Respondent's proposer shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

32. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

Contract Terms

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles or services quoted at the prices or fees stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices or fees, all articles or services specified and delivered.

Upon receipt of a proposal containing a Cobb County "sample contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "sample contract".

It is contemplated that the contract for this Proposal shall contain, but not be limited to, substantially the following terms and conditions:

1. Work:

Service Provider represents and agrees that it has carefully examined and understands the Proposal Document relevant to the Project; has adequately investigated the nature and conditions of the work; has familiarized itself with conditions affecting the difficulty of the Project; and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Cobb County.

Service Provider shall perform and furnish all labor, supervision, services, materials, equipment, tools, transportation, storage and all other things necessary to prosecute and complete the work identified and described herein, or which can be reasonably inferred. All work shall be performed to the satisfaction of Cobb County. Time is of the essence regarding performance of Contract.

2. Term:

The term of this full service contract shall be for a period of three (3) years, commencing on a mutually agreeable date and ending three years later. The maximum total obligation of Cobb County, Georgia, for a three-year full service monthly contract shall be limited to the Service Provider's proposal price including twelve months' service. This agreement may be renewed for three (3) additional one (1) year terms at the County's option unless the County provides thirty (30) days notice to Service Provider prior to the termination of the initial term or any other term for which it may be renewed. In case of necessity, the contract may be extended on a month-to-month basis by agreement of both parties.

This contract shall be deemed to obligate Cobb County, Georgia, only for those sums payable during the calendar year of execution. It shall not be deemed to create a debt of

Cobb County, Georgia, for the payment of any sum beyond the calendar year of execution.

Amount of Contract Provision:

Both Cobb County and Service Provider acknowledge that this agreement is subject to the terms of O.C.G.A. § 30-60-13. In accordance with such provision, this agreement shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which this agreement is executed and at the close of each succeeding calendar year in which this agreement may be renewed by the parties hereto. Additionally this agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy

Cobb County's obligations hereunder. Title to any materials or supplies to be furnished by Service Provider as part of the service described in this agreement shall remain in Service Provider until Cobb County has paid for such items.

This agreement shall, nonetheless, be renewed on an annual basis unless Cobb County provides written notice to the Service Provider of its intention to terminate the agreement at least thirty (30) days prior to the close of the calendar year for which the agreement is presently in effect between the parties and/or has been renewed by the parties.

The agreement shall obligate Cobb County in any given calendar year during which this agreement is effective between the parties solely and at most for those sums specified in Section IV, Compensation. The parties hereto, as is necessary from time to time, may amend the agreement to further specify and clarify the financial obligations of Cobb County for any and all renewal terms.

Notwithstanding the foregoing language, the Service Provider agrees to continuously render the professional services specified by the agreement to Cobb County for such terms or renewal terms as are effective pursuant to this agreement and for which the County agrees to pay in accordance with the terms of the agreement or any future amendments thereto.

3. Price:

Cobb County shall pay to Service Provider for the satisfactory performance and completion of the Project and performance of all the duties, obligations and responsibilities of Service Provider under this Contract, the sum set forth herein as the Price, subject only to additions and deductions as expressly provided in this Contract.

Service Provider shall not be entitled to any payment until this Contract has been fully executed by both parties and all documents and information to be furnished by Service Provider have been supplied to Cobb County.

4. Payment Conditions:

Each monthly payment is directly associated with those services to be performed during that said month. To initiate payment, Service Provider shall submit a monthly invoice and by submission of said invoice, Service Provider represents to Cobb County that the services required under the terms of this Contract to be performed during the month for which the invoice was prepared have been performed. Service Provider agrees that Cobb County may rely on this representation. Payment by Cobb County shall not be

deemed an acceptance of work that is not performed in compliance with Contract Documents. Service Provider will receive the payments made by Cobb County and Service Provider will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Project for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid, and shall comply with all laws applicable thereto.

Service Provider shall, as often as requested by Cobb County, furnish such information, evidence and substantiation as Cobb County may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Service Provider in connection with the Work and all payments made by Service Provider on account thereof.

5. Change Orders:

There is a possibility that the Service Provider may be requested by Cobb County to provide additional services to Cobb County. This work would be entirely remote to the Project described herein. No extras shall be allowed or additional monies paid unless the procedures for Change Orders are strictly followed.

Without notice to any surety and without invalidating this Contract, Cobb County may from time to time, solicit an offer for additional services by written order to Service Provider, make changes in the Project under the Contract Documents. The only exception to this requirement for a written change order is that in an emergency situation where time does not permit for the issuance of a written Change Order, a verbal Change Order may be issued by any of the persons authorized for Cobb County within this paragraph 5.

Upon request of Cobb County, and in a timely manner, Service Provider shall submit a written offer and proposal for any applicable Price and time adjustment attributable to the changed Project, detailed as Cobb County may require, supported and conforming to the requirements of the Contract Documents. Cobb County may elect to accept Service Provider's offer and memorialize its acceptance by issuance of a written Change Order signed by one of the persons authorized for Cobb County within this paragraph 5.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustment shall be set forth in the Change Order, which shall be accepted by Service Provider. If the parties are unable to agree upon such adjustments, Cobb County may elect to issue the Change Order to Service Provider directing such work to be performed by Service Provider, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this contract; and Service Provider shall, nonetheless, proceed immediately with the changed Project. Service Provider shall keep a detailed account of the direct savings and direct cost due to the changed Project separately from its other accounting records and shall make such records available to Cobb County at Cobb County's request. Failure to keep adequate and separate cost records of the changed Project, and to furnish same to Cobb County upon its request, shall constitute an acceptance on Service Provider's part of Cobb County's determination of the direct savings and direct cost of such changed Project. In no event shall Service Provider proceed with changed Project without a Change Order issued pursuant to this section and Cobb County shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Project without such a written Change Order. Only the following individuals may authorize changes on the behalf of Cobb County:

- Water System Director
- Water System Division Manager of Business Services
- Purchasing Director

6. Notices:

All written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, fax with fax acknowledgement, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

7. Indemnity:

To the full extent permitted by law, Service Provider agrees to defend, indemnify and save harmless Cobb County, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including legal fees, including but not limited to attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Project by Service Provider, its subcontractors and suppliers, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder, to the extent allowed by law; provided, however, Service Provider's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. The provisions of any worker's compensation or similar act hereunder shall not limit Service Provider's obligation. Service Provider hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Service Provider's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should any person or entity assert a claim or institute a suit, action, or proceeding against Cobb County involving the manner or sufficiency of the performance of the Project, Service Provider shall upon request of Cobb County promptly assume the defense of such claim, suit, action or proceeding, at Service Provider's expense, and Service Provider shall indemnify and save harmless Cobb County as well as anyone to be defended, indemnified and held harmless by Cobb County and its or their agents, servants, and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

8. Assignment:

Service Provider shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Cobb County, in its sole discretion. No assignment by Service Provider of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Service Provider under this contract. If Cobb County gives written consent to an assignment of this contract, in whole or in part, Service Provider shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Service Provider from engaging subcontractors to perform a portion of the Project hereunder. However, Service Provider shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors, as Service Provider is for its

own acts, omissions, and those of its agents, servants, and employees. Additionally, nothing herein shall prevent any guarantor or surety of Service Provider from enforcing any right hereunder after acknowledgement of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgement shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or surety ship.

9. Compliance:

Service Provider shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity. Service Provider shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Service Provider, its agents, servants and employees; and Service Provider shall receive and respond to, and shall defend, indemnify and save harmless Cobb County, as well as anyone to whom Cobb County is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from, any such violations and any citations, assessments, fines, or penalties resulting there from.

10. Safety:

Service Provider agrees that the prevention of accidents to persons engaged upon or in the vicinity of the Project is its responsibility. Service Provider shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

11. Service Provider's Facilities:

All facilities, such as office space, storage, sheds, vehicle parking, water, heat, light, power, toilets, cold weather protection, security guard service, etc., required in performing the Project shall be furnished by Service Provider.

12. Quality:

Service Provider shall at all times provide first quality, professional services in a good and workmanlike manner in accordance with generally accepted industry standards and conforming to the Contract requirements, and acceptable to Cobb County.

13. Labor:

Service Provider agrees that where its Project is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where the Service Providers employees are engaged in a work-stoppage solely as a result of a labor dispute involving Cobb County or others and not in any manner involving Service Provider,) Cobb County shall have the rights and remedies provided for herein. Service Provider shall maintain and exercise control over all employees engaged in the performance of the Project, and Service Provider shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is

detrimental to the orderly prosecution of the Project. Service Provider shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against the Service Provider.

14. Damage:

Cobb County shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Service Provider, or anyone employed by or through Service Provider, in the performance of the Project; and Service Provider shall maintain such insurance and take such protective action as Service Provider deems desirable with respect to such property.

If the Service Provider or its employees do any damage while in the performance of this contract, the Service Provider will pay for the repair or replacement of such property.

15. Termination

County may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor, with the understanding that all services being terminated shall cease upon the date specified on such notice. County shall equitably compensate Contractor in accordance with the terms of this Contract for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by Contract Administrator. Contractor shall not, however, be entitled to lost or anticipated profits should County choose to exercise its option to terminate.

County reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by Contractor, or if at any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then County shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore.

16. Miscellaneous:

- a. Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.
- b. The Proposer acknowledges and represents that any reference in the Contract Documents to Cobb County supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Proposer's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County or that such permits, licenses or approvals are hereby granted by Cobb County.
- c. All matters relating to the validity, performance, or interpretation of this Agreement, as the case may be, of the Contract, shall be governed by the laws of

the State of Georgia.

- d. This Agreement, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements, and understandings related to the subject matter hereof.
- e. This Agreement may not be changed in any way except as herein provided or by writing signed by a duly authorized officer or agent of each party, No requirement of this Agreement may be waived except in writing signed by a duly authorized officer of the waiving party.
- f. The provisions of this Agreement and the Proposal Documents are intended to supplement and complement each other. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Proposal Documents, the provision imposing the greater duty on the Service Provider shall govern.

SCOPE OF WORK

Project Description:

For this particular proposal, the Cobb County Water System (CCWS) is soliciting proposals from qualified Service Providers for lockbox payment processing services and collection of all ACH payments. The selected Proposer will:

- Provide payment processing services, including retail lockbox and electronic.
- Deposit funds in a CCWS designated bank account in a banking institution of Cobb County's choice in a timely fashion.
- Deliver daily an electronic file containing batch, payment, account, and other associated information to CCWS for upload into the Customer Suite Customer Information System.
- Create and provide images of all payments and stubs to CCWS.
- Forward unprocessable remittances/documents to CCWS.
- Provide online banking services to CCWS.

Performance Specification:

1. Payment Processing Volume:

CCWS remittances will be received daily at a specified P.O. Box. The daily volume may vary depending on holidays, Saturday work, etc. During the previous twelve months, payment volume through the lockbox, including electronic payments, has averaged between 4,000 and 8,000 per day. Refer to **Attachment B** for further statistics.

2. Timing Requirements:

Same Day deposit of all processed remittances to Cobb County's bank is mandatory under this agreement. The Service Provider will be required to process remittances and deposit all available funds in order to meet the Automated Clearing House (ACH) deadline with the Federal Reserve Bank for Same Day Credit with the bank designated by Cobb County.

3. Endorsements:

The Service Provider will be responsible for setting up their processing equipment to provide the necessary endorsements, audit trail information and MICR encoding on the stubs and checks as appropriate.

The following information is to be endorsed upon each check processed:

- Front: MICR encoding
- Back:
 - Bank endorsement stamp (typical), to include:
 - Routing number
 - CCWS name
 - Bank account number
 - Audit trail information, to include:
 - Teller number
 - Date of transaction

- Transaction number
- Batch number
- CCWS customer account number
- Code to define as single/multi mode
- Amount of transaction
- Reference index number

The following information is to be endorsed upon the back of each payment stub processed:

- Teller number
- Date of transaction
- Transaction number
- Batch number
- CCWS customer account number
- Amount of transaction
- Reference index number

4. Records Documentation:

CCWS requires access to the images of all checks and stubs as captured by the Service Provider on a daily basis for all remittance payments. The Service Provider is to image each check and its corresponding payment stub(s) and to record each item by date and transaction number for ease of research. This file must be captured for each remittance processing day. The file must be made available to CCWS via electronic means (media and website). All necessary licenses, software and printers are to be supplied and maintained by the Service Provider.

5. Exception Remittances:

From time to time, situations arise that prevent high-speed processing of the remittances. A unit price shall be submitted that identifies all costs associated with the manual processing of these remittances. All truly unprocessable remittances/documents shall be forwarded to CCWS within 24 hours of receipt. "Unprocessable" shall be defined as documents that require database research, payments on multiple accounts for which the amount appropriations cannot easily be determined, payments damaged in the mail, payments that include errors within the check digits, receipt of cash within the mailed remittance, etc.

Copies of payment stubs having written comments on them and separate notes shall also be forwarded to CCWS office daily.

6. Online Banking

CCWS requires secure access to services on-line via the Internet. The following on-line capabilities with the **minimum** capability of accessing the previous thirty (30) days business transactions are required:

1. Access to previous day balances and detail
2. Electronic advice reports
3. Notification of incoming domestic wires
4. Report of electronic return items, and the ability to process AR Box returns to the originator
5. Check inquiry with electronic image retrieval

6. Initiation of single item ACH and wire transfer
7. Initiation of account and book transfers
8. Ability to set up templates for recurring ACH and wire transactions

The on-line access must be available 24/7 and must have security access restrictions for various levels of users, depending on the user's needs for the information. In relation to system administration, CCWS must be able to administer access to the system electronically as opposed to a paper application and form process.

7. Payment File:

The Service Provider will be responsible for processing payment remittance stubs as they are currently designed. Refer to **Attachments C & D** for bill print specifications regarding the payment remittance stub and a sample. Payment File: this looks like an extra heading

The Service Provider will daily create an electronic file with batch, payment, account and other associated information for that day's payments. **Refer to Attachments C & D** for the required file layout.

Along with the payment file, the Service Provider will send email confirmation to multiple addresses. The email confirmations shall include:

7.1 Summary confirmation, including:

- 7.1.1 Batch number
- 7.1.2 Total amount of payments received per batch number
- 7.1.3 Grand total of payments received
- 7.1.4 Total number of records transmitted

7.2 Detailed confirmation, including:

- 7.2.1 Batch Number
- 7.2.2 Sequence
- 7.2.3 Customer Code
- 7.2.4 Premises Code
- 7.2.5 Check Digit
- 7.2.6 Amount Paid
- 7.2.7 Customer Name
- 7.2.8 Total number of payments processed
- 7.2.9 Total amount of payments received

This file will be transmitted to CCWS, via Cisco Registered Envelope Services or an equivalent service, by 8 p.m., Monday through Friday. This would exclude the following holidays, as recognized by the Cobb County Government:

Standard Cobb County Government Holidays

<u>Holiday</u>	<u>Day or Date</u>
New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Easter Holiday (Good Friday)	Friday Preceding Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Holiday	Fourth Thursday and Friday in November
Christmas Holiday	December 24-25

The above dates will be updated as appropriate on an annual basis and as established by the Cobb County Board of Commissioners.

8. Disaster Recovery:

Service Provider shall detail and provide back-up facilities in the event that the normal operational site experiences a disaster or other interruption of services, assuring that the Lockbox remittances are processed with minimal service disruption. In the event of a disaster or other interruption of services, the Service Provider shall immediately notify the Contract Administrator as to the alternate location to be used for processing CCWS remittances, as well as any delay in process start-up, if required.

9. Quality of Work:

Quality of work shall be consistent with that of the County's remittance processing system and requirements. Since the County will be generating the initial billing information, there should be Zero Errors in the account remittance information. Any misreads should be reported to the Contract Administrator immediately upon recognition of such misread errors.

Service Provider should have in place detailed Quality Control procedures to facilitate logging, tracking, and checking of every item received from the time it enters the mail room through the time funds are deposited, documented (via electronic means, as outlined in item 4 above), received by CCWS, and written confirmation to destroy the documents is received by the Service Provider.

The Service Provider's workmanship standards and accountability for maintaining the integrity of CCWS remittance processing operations with no disruptions will be the key areas addressed prior to beginning the contract start up.

Service Provider Responsibilities

The Service Provider will provide a staff of employees, including supervisory personnel, as proposed in its staffing plan for the efficient operation of the services hereunder. Service Provider represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. All persons employed by the Service Provider concerning such operation will be on the Service Provider's payroll and will be deemed employees of the Service Provider's for all purposes including taxes and insurance. The Service Provider's employees will comply with all rules promulgated by County for the safe and orderly conduct of the activities carried out. The Service Provider's employees, agents and suppliers will have reasonable access to such parts of County Facilities as necessary to enable the Service Provider to carry out its responsibilities hereunder, consistent with the security requirements provided for in the proposal.

As a condition of the contract, the Service Provider covenants that the Service Provider will take all necessary actions to ensure that in connection with any work under this contract the Service Provider, its associates, subcontractors and sub-consultants, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. The Service Provider shall keep and safeguard all records relating to this contract or work performed hereunder for a minimum period of three (3) years from final contract completion with full access allowed to authorized representatives of the County upon requests for purposes of evaluating compliance with this and other provisions of the contract.

If County objects to the continued use of any of Service Provider's employees it will so notify the Service Provider in writing, stating the reason for its objection. The Service Provider will immediately remove such employee from activities related to this contract or any other County related activities.

1. Supervision:

Service Provider is an independent contractor and will provide full time supervision of all personnel. Responsibilities include, but are not limited to, arranging for work assignments and follow-up monitoring of Processed Remittances. Customer complaints will be addressed with the Service Provider and any complaint resolutions will be coordinated through the Contract Administrator.

2. Substance Abuse:

Service Provider must ensure that Service Provider's employees will not consume alcohol during working hours and will not work while under the influence of alcohol, a controlled substance or a dangerous drug. A random drug testing policy is recommended.

3. Materials and Supplies:

Service Provider must furnish materials and supplies necessary to complete the work including, but not limited to: Machinery, equipment, microfilm, data processing software, and supplies as deemed necessary for efficient operations.

4. Contract Termination:

Upon termination of this contract, the Service Provider agrees to return to Cobb County Water System (CCWS) all such information in its possession or control and the provisions of this paragraph shall survive termination of this agreement and remain in full force and effect.

5. Independent Contractor and Taxes:

No federal, state, or local income tax or payroll tax of any kind will be withheld or paid by the

County on behalf of the Service Provider or on behalf of the employees of Service Provider. Service Provider shall not be treated as an employee with respect to the services performed under this contract for federal, state or local tax purposes. Service Provider expressly represents that it is an independent contractor.

Service Provider covenants and agrees that he or she is an independent contractor, and not an office, agent, servant or employee of the County; that Service Provider shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same. Service Provider shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior shall not apply as between County and Service Provider, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between County and Service Provider.

6. Equal Employment Opportunity:

Service Provider shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. Service Provider shall act to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin or place of birth.

7. Service Provider Office Facility:

The Service Provider is responsible for acquiring convenient and adequate office facilities.

8. Information Disclosure:

The Service Provider or Service Provider's employees shall not, without the prior written consent of County, disclose to any other person any information regarding customers of County acquired by the Service Provider in the course of providing the Services or deal with or make use any such information except in the course of and for the purpose of providing the Services.

END OF SPECIFICATIONS

CONFLICT OF INTEREST STATEMENT

I, _____ certify, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the contract to which this statement is attached, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by the RFP or the contract to which this statement is attached, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to such contract.
3. The Company warrants that it and its sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to the RFP or the contract to which this statement is attached, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such contract.

Company Name: _____

By: _____

Print name: _____

Title: _____

Date: _____

NON-COLLUSION STATEMENT

I, _____ certify, under penalty of perjury, that to the best of my knowledge and belief:

- (1) The prices or fees in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices or fees with any other vendor or with any competitor.
- (2) Unless otherwise required by law, the prices or fees which have been quoted in the Request for Proposal and the contract to which this statement is attached have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (3) No attempt has been made, or will be made, by the proposer/Broker to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company Name: _____

By: _____

Print name: _____

Title: _____

Date: _____

Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

**Instructions for Completing
Disadvantaged Business Enterprise (DBE)
Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

**Cobb County Purchasing Division
Attn.: DBE Report**

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

BID FORM

IMPORTANT NOTE TO PROPOSERS:

(All 3 pages of this Price Form must be submitted)

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS TITLED:

**Payment Processing “Lockbox” Services
Cobb County Water System
Sealed Bid #12-5651**

VENDOR HEREBY PROPOSES AND AGREES TO FURNISH ALL LABOR AND MATERIALS, EQUIPMENT, AND APPLIANCES AND TO PERFORM THE OPERATIONS NECESSARY TO COMPLETE THE WORK AS REQUIRED BY SAID PROPOSED CONTRACT DOCUMENTS FOR ALL OF THE WORK IDENTIFIED. CONSIDERATION WILL BE GIVEN TO BOTH THE REASONABLENESS OF UNIT COST AS WELL AS EXTENDED PRICING.

*****ALL SERVICES MUST BE PROVIDED**

	Est. Volume	Unit Cost	Extended Price
GENERAL SERVICES:			
Maintenance fee	12		
Deposits and credits	254		
Items deposited (processed)	591,077		
Checks paid & other debits	508		
Easy image statement	12		
RETURNS:			
Return items deposited/cash item fee	506		
ACH:			
ACH maintenance fee	12		
ACH received debit	240		
Total ACH originated items	256		
Cash Mgmt OnLine - ACH Item	256		
ON-LINE SERVICES:			
Initial Setup Fee	1		
On Line - account maintenance	12		
On Line - image retrieved	59		
On Line - paid items	5,806		
Previous day balance reporting fee	252		
Previous day per item fee	252		
Current day balance reporting fee	252		
Current day per item fee	252		

	Est. Volume	Unit Cost	Extended Price
Online domestic wire fee			
Online account transfer fee			
Online book transfer fee			
Incoming wire fee			
Stop payment fee			
RETAIL LOCKBOX:			
Maintenance Fee	12		
Full items (processed)	515,321		
Partial items (processed)	59,507		
Multi balanced	36,954		
Multi unbalanced	7,123		
Cash deposits	33		
Deposits (1 per cycle)	259		
Exceptions	12,301		
Data transmission maintenance	12		
Micr repair	59,643		
OCR repair	25,238		
Postage	247		
Check & list/check only	263,890		
DVD fee	12		
Image maintenance fee	12		
Page scan per item	5,199		
Per check imaged	591,075		
Per OCR coupon imaged	603,373		
Per envelope imaged	4		
Package prep	12		
AR-BOX:			
AR-Box monthly maintenance	12		
AR-Box per item	652,545		
Total estimated annual cost:			

Note: Items with the estimated annual volumes shaded were difficult to estimate, but still require unit cost.

Also, the volume numbers are only estimates, so the actual numbers could vary from the above.

The undersigned understands and agrees to comply with and be bound by the entire contents of the Project Manual.

SERVICE PROVIDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

#____, Dated __ / __ / __

#____, Dated __ / __ / __

#____, Dated __ / __ / __

Submitted by:

Name of Service Provider: _____

Address of Service Provider: _____

City/State/Zip: _____

Authorized Signature: _____

Primary Contact Person: _____

Title: _____

Telephone Number: _____

III. BACKGROUND

Has Service Provider ever done business under a different name?

If so, provide names: _____

Type of Business _____

Entity: _____

(Corporation, sole proprietorship, partnership, p.c.)

Corporation is organized under the Laws of the State of _____

Bid dated this _____ day of _____ 2012

END OF BID FORM

ATTACHMENT A:
QUESTIONNAIRE

ATTACHMENT A

I. SERVICE PROVIDER'S BACKGROUND

Safety and Soundness

1. Identify key measures of your firm's financial strength, *e.g.*, capital ratios, market capitalization, total assets. Include copies of most recent audited financial statements and subsequent un-audited quarterly financial statements.
2. Provide ratings for the bank and/or bank holding company from two of the following agencies: Standard & Poor's, Moody's, Thomson BankWatch, Sheshunoff or Lace. Include ratings for: [Customer to specify: *e.g.*, senior debt, subordinated debt, long-term deposit].

Personnel

3. List names, titles, phone numbers, fax numbers and e-mail address and provide brief biographies of your firm's contact personnel.
4. Will one primary contact be assigned to our account? If so, from which area of the organization?
5. How many employees does your firm have in key areas providing the service?
6. What is the average number of year's experience of supervisors and managers in the lockbox department?

Experience

7. How long has your firm offered the service being requested in this RFP? Has Service Provider ever done business under a different name?
If so, provide names:
Type of Business
If your firm does not provide all of the services requested in this proposal, provide the name of the third party providing these services and identify the services provided.
8. Identify all locations that your firm offers lockbox service. Identify the primary site to perform work under this proposal. Identify the back-up site that would perform the services requested in this proposal in case of an emergency. Indicate international capabilities, if any.
9. What were the average monthly volumes for your lockboxes during the last 12 months (items, dollars, number of lockboxes and number of customers)? Detail by lockbox location.
10. If the primary processing site is not in the metro Atlanta area, what are the advantages of a non-local site?

Competitive Position and Future Commitment

11. What differentiates your service from other providers?
12. How do you plan to keep this service current and competitive?
 - a. What approach is your firm taking in the development of new services?
 - b. What new services or features does your firm plan to offer, and within what time frame?
13. Discuss your firm's plan to address changes in the banking system which may impact processing, *e.g.*, interstate banking.
14. If any mergers have been announced or completed, how do you expect integration efforts to affect retail lockbox processing?

References

15. Provide names and phone numbers of five (5) references, preferably utilities with comparable processing needs and volumes, who are currently using your retail lockbox service requested in this RFP. Select a mix of long-standing and recent customers and indicate how long they have been customers.
16. Provide any additional information which you believe to be relevant to this RFP and your capabilities to provide the services requested, *e.g.*, product brochures, articles in trade journals.

II. MAIL PROCESSING

1. List your firm's schedule for post office pickups of lockbox mail for weekdays, weekends and holidays.
2. What is the distance to the post office and the average length of time between the pickup of items at the post office and delivery to your lockbox department? Is the courier an outside service or internally managed? If internally managed, is it under lockbox management?
3. Does your firm have a unique five-digit zip code assigned exclusively for receipt of wholesale lockbox items? If you have a unique zip code, is it included in the post office's first sorting pass? If you do not have a unique zip code, do you have a zip plus four (4) and is it included on the first sorting pass?
4. Is the mail delivered directly to the lockbox department from the post office? If not, please describe each delivery phase and the associated time delay.
5. Who performs the fine sort per box number, your firm or the post office? If you sort the lockbox mail, describe the mail sorting operation. Include manual and automated handling,

ability to read bar codes, peak volume and contingency plans. Do you sort by mail delivery or group of deliveries?

6. List all of the equipment types, their capacity and numbers of staff involved by shift in the mail sorting and pre-extraction areas for each lockbox.
7. Describe the receipt and handling of remittances delivered by private services (*e.g.*, Federal Express, UPS) to the lockbox for processing.
8. Provide copy of the current Phoenix-Hecht Lockbox Evaluator's Time of Day by Receipt Data Analysis of Arrivals for the provider.
9. Using the data supplied in the lockbox profiles, provide total float averages for each site you propose. This will include weighted averages for both single and multi-site environments, as well as other scenarios you may wish to propose.
10. Provide the latest Phoenix-Hecht Postal Survey reflecting your current smoothed total float averages for all Phoenix-Hecht mailing locations nationwide. Include elapsed hours mail time, elapsed days mail time, availability and total float.
11. List your procedures for the control and processing of cash received in remittance envelopes. Is there dual control? Do you have security equipment within the lockbox area?
12. Provide data on any other mechanism used to track the performance of mail delivery standards for each lockbox site proposed.
13. Describe your methods for monitoring mail deliveries so that any U.S.P.S. changes affecting those deliveries and your processing are identified as early as possible.
14. Describe the process for implementing customer specific changes or changes that may be necessary due to a high-volume customer that is added to your volume mix and originates from several different regions.

III. LOCKBOX PROCESSING

1. Describe your firm's processing work flow. Highlight your quality control checkpoints and the components that are directly controlled by the lockbox manager. Include a schematic or flow chart of the processing procedures. This shall include extraction, sorts, capture and encoding, deposit, remittance file and paper reports, and quality control.
2. What controls does your firm have in place to ensure accurate processing per customer specifications? What controls are in place to insure all payments received are processed the same day received?
3. If changes are made to the company's processing instructions, how are these changes communicated to all relevant parties? How do you ensure that specifications are adhered to when assigned persons are unavailable?
4. What are the deposit times for the customer's lockbox and how are they determined?
5. Can your firm combine multiple deposits to a single daily ledger credit for statement purposes?
6. What is the firm's ledger cut-off time for lockbox deposits for the bank of first deposit? Include weekends and holidays. What is the latest mail pickup to be included in the last deposit? Will the bank process and deposit all of the customer's payments on the same ledger day as received? If not, when are these items deposited?
7. Describe any priority handling of items for certain lockbox customers (*e.g.*, large-dollar/item volume customers). How is priority handling determined, and is this a negotiable feature of lockbox processing?
8. When are your firm's peak periods (weekly and monthly), and what arrangements are made to handle the increased volume? Do you staff for peak or average volume processing?
9. Describe your procedures for processing foreign checks received in the lockbox. What float period is assigned to foreign items?
10. Are separate ledger credits made for weekend and holiday work? If not, how can these credits be identified? Is the output (details of payments received) distributed to the company that day or the next business day?
11. Does your firm process both wholesale and retail payments on the same equipment in the lockbox department? If yes, how are payments prioritized for processing?
12. Provide a list of lockbox holidays for the processor and bank of deposits, if different.
13. Do you allow night and weekend tours of the lockbox area? If so, how much advance notice is required? Are unannounced visits/audits allowed or encouraged?
14. What is the average number of years of experience of supervisors and managers in the lockbox department of your firm?

15. In the case of an automated equipment or system failure, what back up arrangements are in place for lockbox processing?
16. Do you use a third-party processor, including couriers for any part of this service? If so, explain.
17. Provide a list of your firm's and lockbox department's holidays.
18. Does your firm allow tours of the operations area? If so, how much advance notice is required?
19. In the case of an automated system failure, what back-up arrangements are in place for lockbox processing?
20. Outline lockbox and customer procedures for out-of-balance conditions at the transaction level, batch level, deposit level and end-of-day level.
21. Do you utilize any type of remote data entry? If so, what sites are utilized? Provide both domestic and international sites.
22. Describe all options that are available to process exception items. This should include items received with the appropriate customer account information but without an OCR document and checks received without customer account information that require research prior to data entry.
23. Provide any other option that may be available that circumvents manual key entry of this information at the customer site, thus preventing further posting delays.
24. Can you access the company's database in order to reduce unapplied remittances? If so, explain how you have done this with other companies.
25. How do you handle correspondence, returned items and any other items that may be received in the lockbox? How do you communicate this type of information to the customer?
26. Describe any technology used to retrieve customer information and post returned checks through the use of previously captured MCIR information or other means.
27. Does your firm use a third-party processor, including couriers, for any part of this service? If yes, explain.

IV. DATA CAPTURE AND TRANSMISSION

1. Describe your firm's procedures for the capture and transmission of remittance detail, such as account or invoice number, MICR line or other data for automated posting of accounts receivable records.
 - a. Describe methods to assure validity of data.
 - b. Do you retain the actual check in the lockbox department until data capture is completed or send the check to the bank for collection prior to data capture?

- c. Can you accommodate customized scan line formats?
 - e. What back-up arrangements exist should the system fail?
2. Are you able to distinguish between customer account number and the check number during MICR capture without losing the integrity of the MICR record? If so, explain how this is done.
 3. If using image technology, describe what type of Courtesy Amount Read (CAR) or Intelligent Character Recognition (ICR) hardware and/or software is utilized. Describe the average percentage of characters recognized. Describe the number of encoding errors tracked that are attributed to CAR/ICR versus manual key payments and compare the error percentages for the two methods.
 4. If using image technology, provide the number of retail lockbox customers that have been converted to image technology.
 5. If you are using OPEX pre-extraction technology, describe your plans, if any, to migrate towards their Image Export Module (IEM).
 6. If you do not utilize any type of image technology, describe any plans you have to implement this technology and when you expect this technology to be fully operational.
 7. If you do not plan to implement image technology, describe the reasons that you decided not to use this type of technology.
 8. State the number of customers and lockboxes for which you provide data capture and tape/transmission output? Specify numbers by method of delivery.
 9. In what standard formats do you transmit? Will you customize?
 10. What is the earliest transmission time we can have without affecting your firm's ability to deposit all checks received for a ledger credit day? Describe your procedures if we were to choose an earlier transmission time.
 11. What is the minimum lead-time to initiate a daily data transmission output?
 12. Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail.
 13. How long will remittance payment detail files be retained for retrieval?
 14. [For use by companies that have multiple files that include unique and variable transmission deadlines or files that may be transmitted to different areas of the country]
Explain what type of controls and procedures would be in place to prevent the wrong transmission from arriving at the wrong location, at the wrong deadline. Do you provide a similar service for any of your existing customers? If so, explain the procedures and their success rate.

V. TECHNOLOGY

1. List and describe all of the equipment types, software with version number, hardware, and personnel involved in payment processing. Include mail extraction and processing, balancing, exception processing and bank deposit reconciliation and preparation for each lockbox proposed. How long have you been using this technology?
2. Specify your lockbox equipment service hours. Is coverage on-site or on-call?
3. In what formats do you provide images of all checks and remittance advices (e.g., online, PC bank software, CD-ROM). How long is this information available in archives?
4. Do you provide image data output to any of your existing customer base at any of the sites proposed? If so, what type of output? Who are the customers and how long have they been receiving it?
5. Describe how you make changes to the customer's lockbox application. Do you rely on internal or external resources for programming?
6. How do you scan for change of address or customer notations on the front and/or back of the OCR return document? If using automated methods, describe technology used and how the system handles these items after detection. If done manually, describe procedures in place for staff to detect and process these items.
7. Describe the archive facilities available to retrieve payment information. If Internet access is available, describe the security that protects customer information. What encryption methods are utilized to protect this data?
8. How long is archive information available?

VI. CHECK PROCESSING AND FUNDS AVAILABILITY

1. Describe the major functions of the bank of deposit transit department's procedures and how they interface with the lockbox department. Which department encodes checks processed by lockbox?
2. Describe how you will compute the availability that is passed to the customer's deposits (e.g., by item, fractional availability, float factor, other). Who is responsible for the assignment of availability?
3. If you determine availability by individual check endpoint, provide the bank's latest availability schedule that will apply to our retail lockbox. Include a separate weekend schedule, if applicable. If this schedule does not pertain to checks of all dollar sizes, explain.
4. How many availability schedules are offered to your retail lockbox customers? Is the schedule you are offering us your best retail schedule and is it the same schedule you provide to Phoenix-Hecht (most current release) and other lockbox models? If not, quantify the difference and explain how we can obtain your best availability schedule. Describe the extra charge, if any, for obtaining your best availability schedule.

5. Is availability assignment made continuously as checks are released for collection, or is assignment made at specific times during the day? Explain.
6. How frequently do you publish updated retail availability schedules? Do you routinely send the revised schedules to retail lockbox customers?
7. Can the bank provide an availability endpoint analysis for retail lockbox items/deposits? If so, how frequently is this analysis performed and is there a charge for this service? Is this available electronically? If so, what is the required format?

VII. ELECTRONIC AND CREDIT CARD PAYMENTS

1. Please indicate which types of electronic payments your bank is capable of receiving.
 - a. Wire Transfers
 - b. ACH-CCD Format
 - c. ACH-CCD+ Format/Vendor Express
 - d. ACH-CTX Format
 - e. EDI Payments – ANSI ASC X12
 - f. Other (describe)
2. Describe how an item is posted to a corporate demand deposit account. When does this occur, and how is availability assigned?
3. Discuss how you handle detailed receivable information and the various reporting options for receiving this information for each type of electronic payment.
4. What is your capability for providing transmissions of electronic payment information? Include the timing and the format options of the transmission.
5. Can the customer direct wire transfers and electronic corporate trade payments (*e.g.*, CTX, CCD with addenda formats) remittances to our lockbox? If yes, describe how you would handle ledger credits and receivable information. Can that information be transmitted? If not, what alternatives do you offer?
6. Do you have the capability to communicate with a third party, value-added network (VAN) or electronic mailbox? Is it currently doing so? With which networks do you communicate? In what format(s) is your firm communicating with the VAN? What additional charges does the customer incur? In what format(s) are you communicating with the VAN?

VIII. IMPLEMENTATION

1. Provide a copy of all agreements that will be required to initiate lockbox service.
2. Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.

3. What is the average lead time for implementation? What are the critical factors which may impact that lead time?
4. Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits. Does your firm assign an implementation team?
5. Provide the desired lead-time between conversions for a multi-site environment.
6. Indicate the full-time equivalent personnel that the company is expected to provide during implementation, including their qualifications.
7. Describe the conversions of the last three to five customers with processing requirements similar to ours. Provide expected conversion dates versus actual conversion dates for each location, monthly volumes and other relevant data.

IX. CUSTOMER SERVICE AND QUALITY

Customer Service

1. Describe the organizational structure of your firm for customer service (and describe your corporate philosophy) (e.g., centralized, written lockbox operating unit):
2. Will a specific customer service representative be assigned to handle this business? Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
3. What are the hours of operation of the customer service unit? (Specify time zone)
4. What are the procedures for processing inquiries requiring and related to research and adjustment items.
5. Are there established turn-around times for inquiries related to research and adjustment items? If yes, specify.
6. What is your firm's record on meeting established response times?
7. Does your firm provide technical customer support for computer hardware, software and communications problems?
8. *[For network services only]* In a multi-site operating environment, how are inquiries requiring research and adjustments handled? Does the customer have a central point of contact or a contact at each processing site?
9. *[For network services only]* In a multi-site operating environment, do established turnaround times for research and adjustments vary from site to site?
10. Do you provide technical customer support for computer hardware, software and communications problems?

11. Describe your online banking services. What services are available? Are there any daily scheduled downtimes?

Quality

12. Does your firm have a formal quality improvement program for this service? If yes, describe.
13. Do you measure any of the Bank Administration Institute (BAI) Critical Quality Indicators listed below? For each BAI Critical Quality Indicator that you measure, indicate the measurement reported for the most recent Annual BAI Survey. Also indicate your tracking frequency (*e.g.*, weekly, monthly, annually), period covered, and rate attained for your last 2 measurements.
14. Do you monitor other performance indicators? If so, what other key performance measures do you track? What is the reporting frequency and period covered for each measure? What are your last three performance levels for each measure?
15. List and describe all internal quality standards. Standards should include:
 - a. Encoding
 - b. Misapplied payments
 - c. Double posting
 - d. Invalid account numbers
 - e. Data transmission timeliness
 - f. Data transmission accuracy
 - g. Image quality
 - h. Other
16. Provide copies of all internal quality measurement reports.
17. What is the reporting frequency and period covered for each measure? What are your last three performance levels for each measure?
18. Describe how quality measurement reports are modified as new quality measurements are introduced.
19. Provide copies of the Phoenix-Hecht Quality Index for your lockbox operation.
20. Describe how you have incorporated quality measurements into an individual's performance evaluation. Are performance incentives offered?
21. Describe how you measure data entry accuracy. What are your measurements and how do you calculate them?
22. Does your transport include a screen to display image quality? If so, is additional hardware/software required?
23. How do you insure a quality connection between the user site and host?

24. What safeguards are built into your system to prevent encoding errors and misapplied transactions?
25. Will you agree to an incentive/penalty agreement for meeting or failing to meet agreed upon performance standards and service levels? Provide examples of similar arrangements with other customers.

X. COMPENSATION

Pricing

1. Provide a price schedule for this service using AFP Service Codes. Include any one-time or setup charges, credit card transaction and discount fees and all other fees that will be charged. If pricing is volume sensitive and only a portion of the retail lockbox business is awarded to you, outline any pricing changes that we would experience between 25% and 100% of our stated volume.
2. Provide a pro forma analysis based on the attached list of volumes and services required (customer to provide), using AFP Service Codes. If pricing is volume sensitive and only a portion of the retail lockbox business is awarded to you, outline any pricing changes that we would experience between 25% and 100% of our stated volume.
3. *[For network services only]* Describe your network pricing structure, providing a complete price schedule for retail lockbox networks. Include any surcharge or premium pricing that applies to the network, charges for the use of each network site, fixed charges for the use of specified numbers of sites or specific locations, charges for funds transfers from each site and charges for mail movement from each site. What savings in fixed and variable prices will accrue through the network versus contracting for services in each site separately?
4. How and when is the customer notified of a price increase?

Analysis

5. *[For bank providers]* Do you accept compensation in a combination of fees and balances? If fees are accepted, is there a surcharge or a different price schedule for fee compensation?
6. What fee payment options do you offer (e.g., direct debit, ACH)?
7. Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, explain. List your ECR for the most recent six months.
 - a. To what rate is the ECR pegged?
 - b. What has the bank's ECR been for the last six months?
8. Is there a fee or other assessment for FDIC insurance? If so, how is the fee calculated?

9. Can the customer decide how the balances in its accounts will be grouped for purposes of compensation, e.g., assessed individually, by division or at the relationship level?
10. When calculating average balances, are positive and negative balances netted?
11. How does the bank charge for overdrafts? Does the bank charge for use of uncollected funds? If so, how is the charge calculated?
12. What billing period options do you offer? How and when will be company be billed for deficiencies?
13. How long can excess balances be carried forward to apply to charges in future billing periods?
14. How soon after the close of the billing period is the account analysis available to the customer.
15. How are adjustments reflected on the account analysis?
16. If the bank of deposit operates in multiple states, can it provide a consolidated analysis of accounts maintained in more than one state?
17. Is the bank's account analysis available electronically in ASC X12 822 format or via the Internet? If in 822 format, what versions do you support and by what methods can the analysis be transmitted? When is the electronic account analysis statement available?

ATTACHMENT B

LOCKBOX PAYMENT PROCESSING VOLUME SPECIFICATIONS

Volume of Payments for the Previous 12 Months

Date	Lockbox	E-Payment	Checks
September 2011	102,908	54,440	48,468
August 2011	112,528	57,779	54,749
July 2011	101,427	53,586	47,841
June 2011	104,839	55,619	49,220
May 2011	110,262	55,141	55,121
April 2011	103,725	54,046	49,679
March 2011	109,393	57,115	52,278
February 2011	115,422	58,005	57,417
January 2011	87,418	44,875	42,543
December 2010	106,647	53,699	52,948
November 2010	110,851	55,302	55,549
October 2010	106,030	52,938	53,092
Total	1,271,450	652,545	618,905

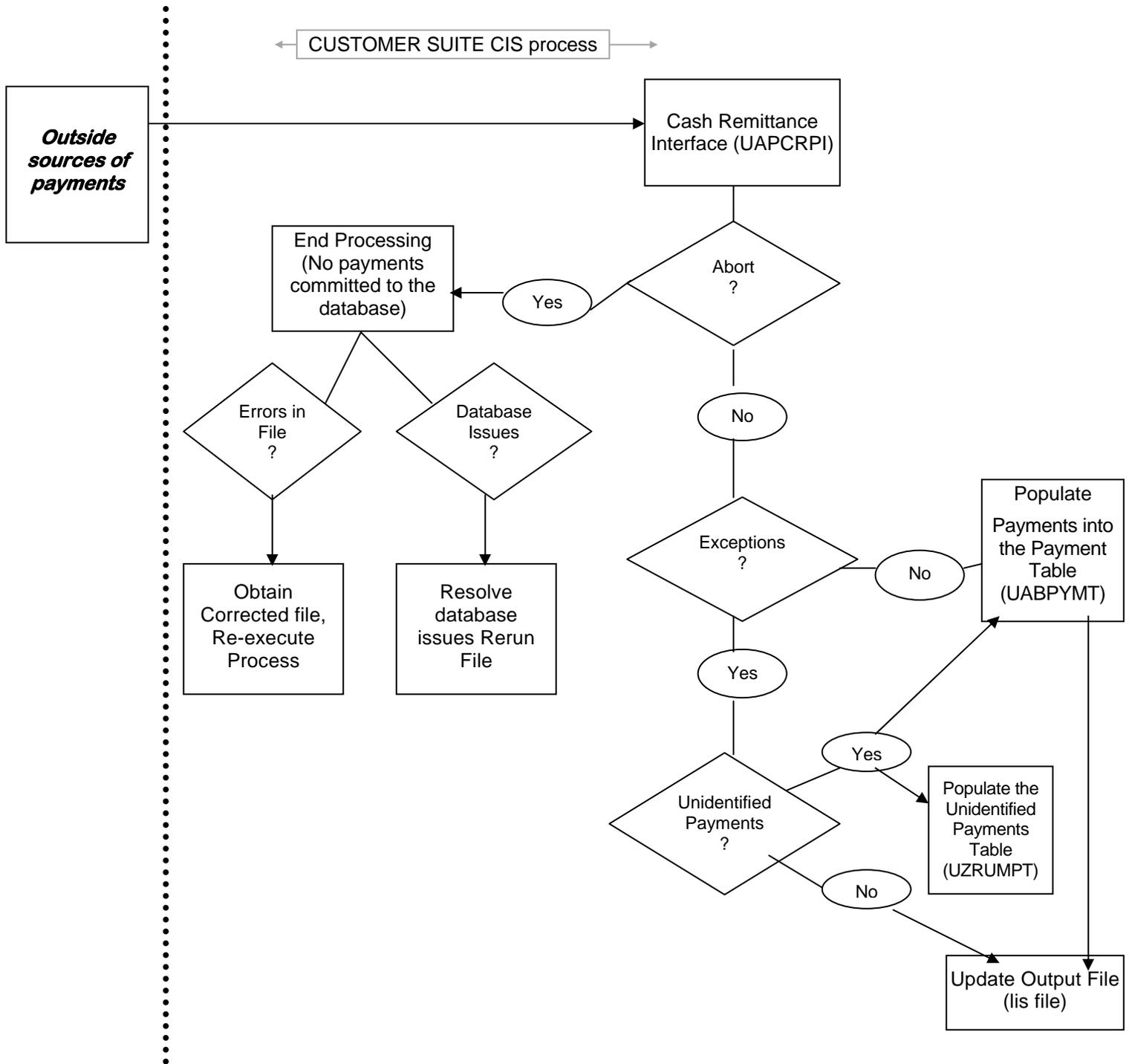
Returned Checks Received from Lockbox:

September 2011	46
August 2011	46
July 2011	36
June 2011	50
May 2011	39
April 2011	29
March 2011	33
February 2011	50
January 2011	44
December 2010	44
November 2010	52
October 2010	<u>37</u>
Total:	506

ATTACHMENT C

PAYMENT FILE SPECIFICATIONS

1. Business Flow Diagram



2. COBB COUNTY CUSTOMER SUITE CIS - INBOUND CASH REMITTANCE FILE LAYOUT

File Header Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type	1	1	N	"1"	
2	Filler	2	74	A/N	Spaces	

Batch Header Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type	1	1	N	"2"	
2	Batch Number	2	4	N	9999	Left justified, padded to the right with spaces.
3	Date	6	8	A/N	DDMMYYYY	This date is information only. The payment is actually posted with the system date or the override date that is provided as parameter to the process.
4	Pay Point Origin	14	7	A/N		Institution for remitting payment to the company
5	Pay Serving Location	21	6	A/N		The office responsible for processing the payment
6	Filler	27	49	A/N	Spaces	

Detail Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type	1	1	N	"3"	
2	Batch Number	2	4	N	9999	Left justified, padded to the right with spaces.
3	Sequence Number	6	6	N	999999	Left justified, padded to the right with spaces.
4	Customer Code	12	9	A/N		Left justified, padded to the right with spaces.
5	Premises Code	21	7	A/N		Left justified, padded to the right with spaces.
6	Payment Amount	28	10	N	9999999999	Right Justified, padded to the left with zeros. Two digit decimal positions assumed in the last two bytes.
7	Check Digit	38	1	N	Space	
8	Check Number	39	20	A/N		Left justified, padded to the right with spaces.
9	Pay Point Sub Origin	59	7	A/N		Branch that received the payment.
10	Reversal Reason	66	4	A/N		Payment Reversal Reason.
11	Contribution Indicator	70	1	A/N		If enabled any overage amount included in payment will be recorded as a contribution amount. System will create an open item for overage amount.
12	Energy Assistance Provider	71	4	A/N		EA Provider sending in the payment on behalf of the customer.
13	Filler	75	1	A/N	Spaces	

Batch Trailer Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type	1	1	N	"4"	
2	Batch Number	2	4	N	9999	Left justified, padded to the right with spaces.
3	Batch Payment Amount Total	6	12	N	999999999999	Right Justified, padded to the left with zeros. Two digit decimal positions assumed.
4	Batch Number of Payments Total	18	6	N	999999	Left justified, padded to the right with spaces.
5	Filler	24	52	A/N	Spaces	

File Trailer Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type	1	1	N	"5"	
2	File Number of Payments Total	2	6	N	999999	Left justified, padded to the right with spaces.
3	File Number of Batches Total	8	3	N	999	Left justified, padded to the right with spaces.
4	File Payment Amount Total	11	12	N	999999999999	Right Justified, padded to the left with zeros. Two digit decimal positions assumed.
5	Filler	23	53	A/N	Spaces	

GROUPING OF THE RECORDS

- File Header Record
- Batch Header Record 1
- Detail Record #1
- Detail Record #2
- Detail Record #3
- Batch Trailer Record 1
- Batch Header Record 2
- Detail Record #1
- Detail Record #2
- Detail Record #3
- Batch Trailer Record 2
- File Trailer Record

All records must be the same lengths.

Example:

```
1
21 03022012
31 1 319152 247233 0000005476 3078
31 2 163477 142757 0000000700 09146
31 3 374858 171693 0000001050 4638
31 4 233188 188519 0000002771 8650
31 5 171977 147979 0000002335 3654
31 6 103744 102529 0000004522 07712
31 7 553311 243031 0000001524 1834
31 8 148335 133714 0000004776 14312
31 9 233489 188710 0000007430 02887
31 10 201008 166779 0000003293 06715
41 00000003387710
510 1 000000033877
```

1 Batch

10 payments totaling \$338.77

ATTACHMENT D

**PAYMENT STUB
SPECIFICATIONS AND SAMPLE**

1 Scan Line Specifications

The Account Check Digit will be calculated based on the following algorithm where an example has been provided.

Step 1: Bill Print will get the Customer Code for the account. If the customer code is less than 9 positions, then the value will be populated with leading zeros to produce value 9 positions in length. The derived value will be appended to the cycle code value.

Step 2: Bill Print will get the Premises Code for the account. If the premises code is less than 7 positions, then the value will be populated with leading zeros to produce value 7 positions in length. The derived value will be appended to the customer code value.

Sample Input Data: Customer Code: 364753 Premises Code: 266513

Account Number (Excluding the Hyphen in Extract File)																			
Customer Code									Premises Code										
				0	0	0	3	6	4	7	5	3	0	2	6	6	5	1	3

Step 4: Bill Print will assign a weight value to each individual value within the derived string of values. The weight value assigned will be in a repeated sequence of 7-3-1.

Assigned Weight Values																			
				7	3	1	7	3	1	7	3	1	7	3	1	7	3	1	7

Step 5: Bill Print will multiply each digit by the corresponding weight value to produce a total value.

Input Value x Weight																	Total			
				0	0	0	21	18	4	49	15	3	0	6	6	42	15	1	21	201

Step 6: Bill Print will divide the derived total by 10. $201/10=20.1$

Step 7: Bill Print will subtract the remainder from 10 where the resulting value is the check digit. If there is not a remainder the check digit is zero. $(10-1=9, \text{Account Check Digit} = 9)$

Step 8: UBPBILP will populate the Bill Header Record with the derived account check digit value.

The scan line will have a static length of 29 positions and will be populated in the Scan Line Field of the Bill Header Record of the Modified Bill Print Extract File. The Scan Line will be calculated based on the following algorithm where an example has been provided.

Step 1: The Bill Print Process (UBPBILP) will retrieve the Bill Cycle, Account Number, Account Check Digit, and Amount Due and concatenate the data as indicated in the table below. The Bill Print Process will determine if the amount due is equal to or greater than zero. If yes, the scan line will be populated with the amount due indicated in the extract. If the amount due is less than zero indicating the customer has a credit balance, then amount due will be populated with a zero in the scan line.

Field	Scan Line Positions	Length	Bill Print Extract Location
Account Number	1-16	16	Bill Header Record (Exclude Hyphen)
Account Check Digit	17	1	Bill Header Record
Amount Due	18-28	11	Payments Record (Exclude Decimal)
Scan Line Check Digit	29	1	Calculated Value Based on <u>Defined Algorithm</u>

Sample Input Data

Customer Code: 364753 Premises Code: 266513 Account Check Digit: 9 Amount Due: 35.22

Concatenated String of Values																															
Account Number																C D	Amount Due														
Customer Code										Premises Code																					
				0	0	0	3	6	4	7	5	3	0	2	6	6	5	1	3	9	0	0	0	0	0	0	0	3	5	2	2

Step 2: Bill Print will assign in a weight value to each individual within the string of concatenated data. The weight value assigned will be in a repeated sequence of 1-2.

Assigned Weight																													
				1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2

Step 3: Bill Print will multiply each digit by the corresponding weight value to produce a total value (**107**)

Input Value X Assigned Weight																									Total							
				0	0	0	6	6	8	7	10	3	0	2	12	6	10	1	6	9	0	0	0	0	0	0	0	3	10	2	4	105

Step 4: Bill Print will divide the derived total by 10: $105/10 = 10.5$

Step 5: Bill Print will subtract the remainder from 10 where the resulting value is the scan line check digit. If there is not a remainder the check digit is zero. $10 - 5 =$ Scan Line Check Digit = 5.

Step 6: Bill Print will populate the Scan Line in the Bill Header Record as seen in the example below:

Output

SCAN LINE																																	
Account Number																C D	Amount Due											Scan Line Check Digit					
Customer Code										Premises Code																							
					0	0	0	3	6	4	7	5	3	0	2	6	6	5	1	3	9	0	0	0	0	0	0	0	3	5	2	2	5

The Following Table depicts the CCWS scan line.

Field	Positions	Length/Format
Account Number	1-16	16
Account Check Digit	17	1
Amount Due	18-28	11
Scan Line Check Digit	29	1

