

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 962-5466**  
**PROPERTY TAX COLLECTION AND**  
**DISBURSEMENT SYSTEM**

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Issue Date: April 14, 2016

Closing Date: MAY 17, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,  
phone (559) 600-7114 or e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

Please submit all Proposals to:  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )  
TELEPHONE NUMBER

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( )  
FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: GEC:ssj

ORG/Requisition: 04100500 / 4101600179

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if

any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons

authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

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No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as

well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

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**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and

periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno (COUNTY), on behalf of the Auditor-Controller/Treasurer-Tax Collector (ACTTC), is seeking a property tax collection and disbursement system. The current system has been in service since 1968, and has been adapted to the continually evolving property tax situation in California during that time. The current system is a collection of COBOL applications and VSAM and flat files.

The COUNTY is seeking proposals from companies that can provide either of the following possible solutions:

- 1) COBOL to .net program conversion with conversion of data files to SQL database
- 2) A complete replacement system utilizing state-of-the-art technologies, with features not currently available in the existing system. Such a system could be:
  - a) A software package developed in concert with the COUNTY, wholly owned, supported, and maintained by the COUNTY.
  - b) Or a system owned, supported, and maintained by the vendor. In this case, an annual maintenance and support charge would be expected.

The minimum objective of this project is to convert the current COBOL programs and VSAM files to a modern alternative. The optimal solution would be a complete system, incorporating additional features and automation supported and maintained by a reputable outside vendor.

The ideal vendor should be able to supply the system, documentation, training and implementation of the new system within two (2) calendar years of signing the contract. This system should be capable of replacing all functionality, at a minimum, currently available in the legacy Property Tax Collection and Disbursement System (PTCD) utilized by the ACTTC.

### **PTCD OVERVIEW**

The PTCD consists of a number of sub-systems. They are defined as follows.

**COLLECTION SYSTEM:** The Collection System provides the Tax Collector of Fresno County with a consistent method of processing all collections. Collection units are microfilmed, assigned a collection number, keyed, and entered into a batch system. The system edits, balances, and applies payments to the appropriate property tax file. The system provides audit trails and controls of all money received into the Tax Collector's Office.

**PROPERTY SCHEDULE:** Batch system which allows the Assessor, Tax Collector and Auditor to maintain and print a property job run schedule.

**RATE STRUCTURE:** The primary function of this system is to maintain tax rate area and rate structure files and to compute the revenue district tax rates. This batch-system provides the Auditor's office with file maintenance reporting, Tax Rate Booklet, Revenue District Tax Rate Proof and other associated reports.

**SECURED DELINQUENT ROLL:** A system to maintain unpaid current secured and secured supplemental property taxes. Maintains property records from the time the parcel goes tax default until it is redeemed, cancelled by board order, or sold at public auction. The system provides online inquiry and batch update and reporting.

**SECURED VALUES:** This batch system produces the Assessment Roll and associated value and tax rate area reports. The Assessment Roll and Situs Cross Index to the Roll are produced on fiche.

**SECURED ROLL:** The secured extension system covers the actual extension of the file to add tax codes, tax rates, and tax amounts and calculations to each assessment for the issuance of the secured tax bills. Associated support includes maintenance to the file, modification and testing of the demand and batch billing programs, and preparing and reviewing secured tax bill forms.

SUPPLEMENTAL ROLL: On July 28, 1983 SB813 was signed into law and was retroactively effective to July 1, 1983. This bill provides for a Supplemental Roll where supplemental assessments are added whenever new construction is completed and whenever real property changes ownership.

This system provides the Assessor, Auditor and Tax Collector with a Supplemental Roll. The system allows online roll changes, online inquiry, and batch processing for tax extension, tax billing, tax collection, apportionment of revenue collected, and associated value and tax reporting.

UNSECURED PROPERTY ROLL: The Unsecured system covers unsecured taxes from the certification and extension of the current unsecured roll, billing and collection, transfer of unpaid unsecured taxes to the current unsecured prior year roll, and transfer of unpaid prior year properties to the Revenue and Reimbursement division after one year on the current unsecured prior year's roll.

## KEY DATES

**RFP Issue Date:** **April 14, 2016**

**Vendor Conference:** **April 21, 2016 at 10:00 A.M.**

***Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.*** County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Deadline for Written Requests for Interpretations or Corrections of RFP:** **April 29, 2016 at 10:00 A.M.**

E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:** **May 17, 2016 at 2:00 P.M.**

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

# TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

## ACKNOWLEDGED BY:

	( )	
Signature (In Blue Ink)		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  
(in blue ink)

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature in Blue Ink)

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Title

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to

be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED:** No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation

who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Auditor-Controller/Treasurer-Tax Collector, Attn: Barney James, 2281 Tulare Street, Fresno, CA 93715**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY:** All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than

those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS:** Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP:** The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On April 24, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit **one (1) original and eight (8) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than [Date] at [Time] a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to four (4) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

## SCOPE OF WORK

The County of Fresno (COUNTY), on behalf of the Auditor-Controller/Treasurer-Tax Collector (ACTTC), is seeking a property tax collection and disbursement system. The ideal vendor should be capable of supplying the system, documentation, training, and project management, and have the selected new system fully operational, within two (2) calendar years of signing the contract. This system should be capable of replacing all functionality, at a minimum, currently available in the legacy Property Tax Collection and Disbursement System (PTCD) utilized by the ACTTC.

The selected solution will be required to meet all applicable statutory requirements at the time of implementation. In addition, the ideal vendor should be able to meet all the requirements listed in Attachments A and B.

All solutions will be considered and the solution found to meet the COUNTY's needs in the most effective manner, will be chosen.

In the case of options one and two (as defined in OVERVIEW), the COUNTY shall have a non-exclusive fully paid perpetual license to use, copy, modify and maintain all components of the work products included in the PTCD produced by the successful bidder in response to this RFP; to the extent such components are Commercial off the Shelf Software (COTS). The bidder shall provide (or arrange to provide in the case of third party COTS) a licensed copy of the source code of any COTS to COUNTY. The foregoing rights of the COUNTY in such work products shall not be subject to payment of any periodic license or usage fee.

In the case of option 2, section b) (as defined in OVERVIEW), the COUNTY will expect the vendor to maintain the product in such manner as to comply with all requirements listed under Technology Requirements, all applicable statutory requirements, and all best practices of the computerized security industry. In addition the COUNTY will expect the vendor to supply a helpdesk option for issues/problems arising during the course of utilizing the system.

### Definitions of Terms:

**ACTTC** - shall mean the Auditor-Controller/Treasurer-Tax Collector.

**Addendum** - shall mean an amendment or modification to the RFP (Request for Proposals).

**ASR** - shall mean the Assessor/Recorder.

**Bid** - shall mean the proposal submitted by a Bidder consistent with the RFP.

**Bidder** - shall mean an individual, firm, partnership or corporation that submits a qualified Bid.

**Contractor, Vendor, and Bidder** - are used interchangeably.

**COTS** - shall mean Commercial off the Shelf software.

**COUNTY** - shall mean the COUNTY of Fresno.

**MQs** - shall mean minimum qualifications.

**PTCD** - shall mean the Property Tax Collection and Disbursement system.

**RFP** - shall mean Request for Proposal.

**Rich or Smart Client** - shall mean an application software client that executes on the desktop workstation.

**Vendor, Contractor, and Bidder** - are used interchangeably.

**Overall Requirements**

The purpose of this Request for Proposal (RFP) is to identify a PTCDB that is fully compliant with all applicable laws and supports all of the property tax functions performed by the ACTTC, or a suitable alternative.

The desired solution should, at a minimum:

- Calculate Countywide tax rates,
- Maintain records on long-term bond indebtedness,
- Allow apportioning of collected tax revenues to taxing agencies,
- Produce files, from which various correspondence and tax bills may be printed,
- Track collection of taxes and allocate to appropriate general ledger accounts,
- Assess penalties and costs on delinquent taxes,
- Record and report tax defaulted properties,
- Provide reasonable access to public service information,
- Allows for adjustments to tax exemptions,
- Provide capabilities to meet future needs for additional functionality and processing capacity,
- Provide straightforward methods for importing, exporting and otherwise interfacing with other systems.

In all proposals a methodology for data conversion must be included. The County has several decades of tax information currently in the system which must be maintained. As such, the successful bidder will need to provide a plan for converting and preserving the current data. The County views data conversion as:

1. Data Extraction – Retrieving the data from the current main-frame repository.
2. Data Normalization – Each data element is validated for acceptable data values and normalized across all applications.
3. Data Merge – Data from all systems/applications are merged together on the basis of identifying characteristics.
4. Data Translation – Data that has successfully passed the normalization process is migrated into the proposed transitional database for testing and verification.
5. Data Load – Data populated onto the transitional database is moved to the end state database.
6. Data Test – Once the data has been loaded into the end state database, it will be tested and compared against the transitional database for completeness and accuracy.
7. Data Validation – Once data has been transitioned to its end state database and validated by vendor, the County will perform final data validation prior to approval.

The County will consider bidders that plan to provide a complete solution but do not foresee completion within the required two (2) year period. Such bidders are encouraged to present possible alternatives as an interim option during the period from the terminus of the two (2) year goal, and the projected go live date of their product.

Please provide pricing for these alternatives, in a separate and distinct section of the cost proposal. Such a proposal should cover each project step from contract signing to implementation of the final product. The interim steps should each be identified with distinct pricing.

Some amount of configuration / customization is expected in the software to deal with COUNTY's specific requirements. However, these configurations / customizations should not impede the ongoing development and evolution of the software. The package must be able to manage a minimum of 500,000 parcels and support projected growth while maintaining acceptable performance levels. While not mandatory, additional consideration will be given to systems that will operate on existing COUNTY platforms and database technologies. The COUNTY supports a wide variety of computer platforms including but not limited to, Microsoft Windows, SQL, Unix/AIX, and Oracle.

The system architecture should be open and easy to interface to other county systems as needed. The County understands that some responder's products may include some of the modules listed below. The foremost of these are:

<b>SYSTEM</b>	<b>Current Product</b>
Assessor/Recorder Valuation System	Legacy/Mainframe COBOL
Countywide financial system	PeopleSoft
Recorder's Office systems	CRIS by AtPac
Geographic Information System Database	
LaserFiche Document Management System	LaserFiche
California state department systems	
Remittance processing system	WauSau
Cashiering system	iNovah
IVR and Web payment systems	Sonant
Revenue Collections Unit	Columbia Ultimate Business Systems
Revenue Collections Unit	Prior Unsecured Property System

The system should provide for connecting remotely through the internet with laptop and tablet computers. The system should provide for the import and export of data in a common and universal format. Due to the dynamic evolution of California tax law, the system should allow the COUNTY to make many of the changes themselves. Please provide an explanation of how this occurs. If this capability is not available, describe the process for both normal releases of software to deal with legislative changes as well as the process to deal with urgent changes.

#### **Overall Project Objectives**

1. Preserve and ensure the integrity and continuity of the COUNTY's property tax data stream.
2. Replace current mainframe architecture with server/workstation architecture.
3. Provide a modern (e.g. Microsoft .NET) development environment to support, maintain, and enhance the system in the future.
4. Implement new system that meets all statutory requirements of applicable statutory requirements.
5. Have the new system in place and operational within two years of effective start date of the contract.
6. Create appropriate interfaces to connect to additional COUNTY systems.
7. Continue to provide Property Tax data currently available, to COUNTY and public access users both in and out of the COUNTY computer network.
8. Minimize disruption of operations to COUNTY during the project and implementation.
9. Test the final product functionality in comparison to current system to validate calculations and transactions.

#### **Overall Project Services Expected of Selected Vendor**

1. Project Planning – vendor will provide project planning and oversight with details consistent with COUNTY defined targets and deliverables. The goal for the COUNTY is to complete the project in two years or less.
2. Staffing Requirements – vendor will detail expected COUNTY staffing resources and skillsets required for implementation and ongoing support.
3. Software Inventory – Vendor will identify the essential software tools (e.g. job scheduler, print spooler, document management, etc.) required for project.

4. Quality Assurance and Testing - In conjunction with COUNTY, the vendor will develop an integration, performance/stress, and acceptance test plan that will ensure high quality results. The vendor will only deliver code that has received thorough vendor-executed testing.
5. System and Application Configuration – Vendor will provide recommendations for the end-state hardware that may be fully supported by the vendor and/or partners.
6. Training – Vendor will provide training to staff, as needed to facilitate conveyance of the system to COUNTY.
7. System Implementation – Vendor will support on site implementation and limited post implementation customer support.
8. Warranty – Post implementation 'Warranty Period' will be no less than twelve months after implementation and final acceptance of COUNTY.
9. Data Views and Interfaces – Vendor will continue to provide property tax data now available to COUNTY and public access users both within and outside of the COUNTY computer network.

**OPTION 1:**

**Objectives**

1. Migrate the current hosted system from the existing main-frame architecture and move to a new server/client architecture.
2. Migrate the PTCD data and applications from the mainframe and convert to a fifth generation application language and relational database environment.
3. Migrate or identify replacements for system utilities needed to support PTCD in the new environment.
4. Preserve existing business rules and application familiarity during and following the migration.
5. The final converted/migrated product will be high quality and complete.
6. Ensure the converted/migrated product will perform at least as well as the existing PTCD system, including both batch and interactive user functionality.

**Services Expected of Selected Vendor**

1. Inventory Verification – Vendor, working with COUNTY, will confirm a COUNTY generated list of all application software components, including - but not limited to – CICS screens, VSAM files, Sequential files (JCL, etc.), and interfaces to additional COUNTY systems, that define the current complete PTCD environment.
2. Conversion Services – Vendor will provide high quality, automated application software conversion and data migrations of the existing PTCD online, batch, and data systems.
3. Source Code – The vendor will deliver the converted source code, application packaging procedures, and tools to the COUNTY in electronic form.
4. Databases – Vendor will deliver migrated databases, schemas, and tools required for operation of system.

Responding vendors may be required to provide an example program which has been converted using their methodology. Source code should be presented in the original form (COBOL) and the converted form (current version of a .net language). The sample should be executable and capable of being compiled in both forms and produce the same output. This sample should include some calculated totals derived from manual inputs.

**OPTION 2:**

**Objectives**

1. Custom developed software shall include all current functionality.
2. Software developed should integrate peripheral applications now being utilized by ACTTC staff.
3. Any COTS software should include at a minimum, the functionality currently available on the PTCD.

4. Should address all requirements listed on Attachments A and B.

#### **Services Expected of Selected Vendor**

1. Inventory Verification – Vendor, working with COUNTY, will confirm a Vendor generated list of all application software components, including - but not limited to – operating systems, database files, job schedulers, and interfaces to additional COUNTY systems. Needed for implementation of the project.
2. Hardware - Vendor will provide recommendations for the end-state hardware

#### **County of Fresno Information Services Provisions**

##### **SYSTEM ARCHITECTURE**

Describe how your system may provide the specific functionality required to support the architecture components required by County of Fresno Information Services Department (ISD).

1. Describe how your proposed system is consistent or compatible with the following desired architecture components:
  - A. Web-based, non-mainframe system architecture which maintains a centralized data repository and processes that data on a central application server.
  - B. Operate on data network developed and maintained by ISD, which will include Local and Wide Area Networks (LAN/WAN).
  - C. Hardware, operating system, database management system, and programming languages which are currently commonly used in the IT industry.
  - D. An application programming interface (API)
  - E. A software development kit (SDK)
2. Provide high level diagram(s) of the overall proposed/recommended system including inbound and outbound information flows through the different components of your system.
3. Provide a description of who/where the various components fit in the overall system. Indicate where each component resides, i.e., server, desktop PC, etc.
4. Describe what is shipped to your customers, i.e., source code, object code, manuals, documentation, sample reports, etc.

##### **TECHNOLOGY REQUIREMENTS**

The new system must be capable of operating within the existing Fresno County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards so the application does not require its own separate technical environment, and have the capability of inter-operating, integrating, and/or interfacing with County systems as well as with standard office automation products, such as:

1. The application must run on a client operating system that is consistently and currently supported by the operating system vendor (Microsoft). Applications under maintenance are expected to always be current in regards to the required client O/S. No outdated or unsupported client O/S will be implemented on the production network.
2. In order to support a secure environment, the application must run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days to ensure application can perform in the updated environment.
3. Should the system require installation of software on the client PC, the system will not be installed under a specific User Profile, but and it must install available to all users on the all users' desktop and must not require administrative rights in order to operate the system.
4. Microsoft Internet Explorer Web browser minimum version 11
5. Microsoft SQL Server 2012 database management system
6. Microsoft Office Suite
7. Microsoft System Management Software (SMS) for automated software distribution across the network

8. Intel or Intel-compatible PC workstations
9. ANSI SQL and ODBC-compliant relational or post-relational database management system (DBMS)
10. 10/100Base T-switched Ethernet Local Area Network (LAN) topology and TCP/IP protocol
11. Existing T3-based Wide Area Network
12. Use of generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services
13. Describe the technology underlying your proposed solution and the extent of its compatibility with the Fresno County IT standards described above.
14. Fully describe the hardware, software, and network capability required to implement and operate your proposed system for current user and client volumes, as well as to accommodate a potential 15% annual increase over a seven year period.
15. Fully describe the hardware and software capability required to implement and operate your proposed system for field nursing use, i.e., off site during client home visits.
16. Identify the specifications and quantity of each hardware, software, network or telecommunications component required to operate your proposed system at the performance levels specified above.

#### **COMPANY STRUCTURE**

The vendor must have organization and management structure adequate and appropriate for overseeing and supporting the proposed services, and must provide sufficient management, customer service, and technical support staffing levels to sustain the system for ISD.

1. Describe, in detail, your organization's company structure.
2. How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support the ISD project, initially through implementation, and ongoing for maintenance?
3. How many clients do you have? How long has your solution been in a production mode for these clients?

## COST PROPOSAL

Please complete the attached spreadsheet with the cost of the proposed solution. Include the prices of any additional configuration/programming required to bring the system to County specifications.

If the proposed system does not meet all requirements in **Attachments A** and **B**, please use those attachments to identify the deficiency, and show the additional cost for Fresno County to get that feature.

Summarize and detail the proposed costs related to the purchase, modification, installation and support of the Remittance Processor System. Detail Costs must be submitted for the following:

1. Application Software
  - a. Base system components (please show the number of licenses included): \_\_\_\_\_
  - b. Additional modules, if any: \_\_\_\_\_
  - c. Additional licenses: \_\_\_\_\_
2. Modifications, these include and enhancements necessary to be responsive to the RFP, cross-referenced to the appropriate section of the scope of work/system requirements:
  - a. Modification description: \_\_\_\_\_
  - b. Required hours: \_\_\_\_\_
  - c. Hourly rate: \_\_\_\_\_
  - d. Total cost: \_\_\_\_\_
  - e. RFP section and page number: \_\_\_\_\_
3. One-time costs:
  - a. Documentation
    - i. User guides: \_\_\_\_\_
    - ii. Training manuals: \_\_\_\_\_
    - iii. Technical manuals: \_\_\_\_\_
  - b. Training: \_\_\_\_\_
  - c. Conversion: \_\_\_\_\_
  - d. Interfaces: \_\_\_\_\_
  - e. Consulting services: \_\_\_\_\_
    - i. Travel: \_\_\_\_\_
    - ii. Hourly rate: \_\_\_\_\_
  - f. Third party vendors: \_\_\_\_\_
4. Annual and on-going costs:
  - a. Application maintenance (including upgrades and license fees): \_\_\_\_\_
  - b. Hardware maintenance: \_\_\_\_\_
  - c. Operating system maintenance (including upgrades and license fees): \_\_\_\_\_
  - d. Escrow for source code, if applicable: \_\_\_\_\_
  - e. User group membership: \_\_\_\_\_
  - f. Telephone support: \_\_\_\_\_

5. Total contract price, by year:

i. Year one:

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ii. Year two:

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iii. Year three:

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iv. Year four:

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v. Year five:

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vi. Total contract price:

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a. Include all taxes and fees:

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b. If more than one alternative system is being proposed, complete a separate proposal including cost review, for each:

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c. Government discount, if any:

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## PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract
    - 3. Reason for termination
    - 4. Contact person and telephone number for agency
  - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
    - 1. Location filed, name of court and docket number
    - 2. Nature of the lawsuit or legal action
  - I. Describe any payment problems that you have had with the County within the past three (3) years:
    - 1. Funding source
    - 2. Date(s) and amount(s)
    - 3. Resolution
    - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
  - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
  - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
  - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ **One (1) original plus eight (8) copies** of the RFP have been provided.
5. \_\_\_\_\_ Provide a Conflict of Interest Statement.
6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
11. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board
12. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
13. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. <u>962-5466</u>
Closing Date: <u>May 17, 2016</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>Property Tax Collection and Disbursement System</u>

**Return Checklist with your RFP response.**

## **ATTACHMENTS**

- I. Tax Collector**
- II. Special Accounting**

				Available	Development	
				In Current build	Required	COMMENTS:
Tax Collector Minimum Qualifications:						
Parcel Identification						
Overview:						
		All properties on the tax rolls in Fresno County are identified by Assessor's Parcel Number (APN). The APN is the most frequently used key for searching and retrieving information from the current system. Its structure is:				
		3 character Book (001-999)				
		2 character Page (01-99)				
		1 character Block (1-9)				
		2 character Parcel (01-99)				
		2 character Suffix (Alphanumeric)				
		Certain Book numbers are reserved for specific types of parcels				
		700 - manufactured homes				
		800 - incorporeral hereditaments				
		900 - State Board of Equalization Parcels				
		Some Secured and Unsecured personal property assessments may also have an Account Number consisting of:				
		5 character Business Account				
		3 character Branch Number				
		3 character Affiliate Number				
		Supplemental assessments that are not prorated to the unsecured roll also have a 2-character Supplemental Assessment ID.				
		In addition, unsecured properties have a 5-digit APN Sub number for creating separate unsecured tax bills for an APN.				
		Fresno County uses an Account Number to assist in managing personal property valuation and auditing. The Account Number is used to link together all personal property and TFI assessed to an individual or a business. It is made up of a Business Account Number, a Branch Number, and an Affiliate Number.				
		Each parcel with a personal property assessment is assigned a Business Account Number, consisting of 1 alpha character (usually the first character of the assessee's name) followed by a four digit number. Where an assessee has property located on more than one parcel, the assessments for each location are assigned the same Business Account Number and are also given a Branch Number - 1 alpha character followed by a 2-digit number.				
		Test Criteria:				
		1 System accommodates the Fresno County format listed in overview or vendor can modify our current format and new format will accommodate the same level of functionality.				
		2 If format change is required, a detailed from - to chart or other example is provided				
		3 System is able to search by a variety of criteria:				
		APN				
		Assessee Name				
		Parcel Address				

			Available	Development	
			In Current build	Required	COMMENTS:
		Owner Address if different from Parcel Address			
		Previous APN's Used			
		<b>Standard Screen Displays</b>			
		<b>Overview:</b>			
		The County would like screen displays that allow users to access information related to the screen on display without having to return to a previous menu, enter a new transaction ID, or write down key information then reenter it when requesting related information.			
		<b>Test Criteria:</b>			
		1 Account inquiry program provides all information needed to answer a taxpayer's questions on main screen(s).			
		APN			
		Parcel identification			
		Property location (situs or narrative) or description			
		Ownership			
		Date of default			
		Tax rate			
		Cortac information			
		Supplemental indicator			
		Mailing address			
		Tax rate area			
		Open space identification			
		Business account number			
		Values of land, improvements, trade fixture improvements (TFI), personal property, and manufactured homes			
		Tax exemptions and codes (including homeowner and class exemptions)			
		2 Display includes all of the following information:			
		That an assessee has been declared bankrupt			
		That there have been undelivered tax bills and notices			
		Some payments have resulted in returned checks			
		Some payments have resulted in duplicate payments			
		Some payments have resulted in overpayments or shortages			
		Some taxes have been paid with a Senior Citizen Tax Postponement and whether a lien has been recorded			
		3 Parcel display includes all previous APN's (or other parcel identifications) for that			
		4 System will maintain tax bills for an unlimited number of years including unlimited payment history.			
		5 System displays a consolidated view of all taxes (Secured, Unsecured, Supplemental, Prior Years, Secured Delinquent) owed as specified below:			
		by a particular assessee			
		on a particular parcel (may need to exclude Unsecured if system can not filter out unrelated property)			
		for an assessee/parcel combination			
		6 Tax bills for all prior years are available on-line			

			Available	Development	
			In Current build	Required	COMMENTS:
	7	A temporary secured delinquent file is currently used from fiscal year end until all year end jobs are completed. If this is no longer required in your system then fully explain the new process.			
	8	System supports the purging of prior year tax bills. Purged data can be saved in separate files or retained on-line.			
	9	System produces a CSV file for delinquent notices on demand for parcels on which the taxes have not been paid as of a given date			
	10	System flags all parcels for which the bankrupt person or entity is an assessee to prevent the parcels being sold for delinquent taxes			
	11	System produces certification letters for assessees showing the assessee name and address, the parcel identification and situs address, and for each roll year, the value of land, improvements, personal property, exemptions, and the amount of taxes paid, dates paid, date a payment defaulted and date and amount for which it was redeemed. Can the information be customized by end users to provide request information to the tax payer.			
	12	5-year payment plans for delinquent taxes:			
		System provides for a 5-year payment plan for delinquent taxes			
		System displays payment and redemption amounts for any given month			
		System displays payment and redemption amounts for all months in a given fiscal year			
		System produces a CSV file containing pending default notices on demand for all parcels whose payment plans are not current			
		System produces a CSV file containing all default notices for all parcels whose payment plans have defaulted			
		System handles reinstatement of defaulted payment plans, describe process in reply.			
		Must be able to capture the name of the person making the payment			
		Must describe full process in reply, be as specific as possible.			
	13	After applying a partial payment, system will produce an abstract to the payer(s) or a PDF file showing the remaining balance, if any			
	14	System produces a CSV file containing impending Power to Sale notices for all parcels that will have defaulted taxes that will qualify at July 1, CCYY, for Power to			
	15	System makes CSV available in a similar file format for all report types currently produced in our Property Tax System for record retention in E-Reports			
	16	System provides ad hoc reporting capability with user definable criteria including, but not limited to, Top tax payers, by tax amount less special assessments or by property value, up to a minimum of 30			
	17	System provides for the transfer of delinquent Manufactured Homes, incorporeal hereditaments, State assessed parcels, and certain supplementals to the unsecured roll			
	<b><u>Tax Bill Printing and Mailing</u></b>				
	<b>Overview:</b>				

			Available	Development	
			In Current build	Required	COMMENTS:
		The County of Fresno is currently using a third party vendor to print and mail tax bills. This requires the ability to extract data from the system and send this data to our vendor.			
		<b>Test Criteria:</b>			
	1	System allows tax bills to be sorted by assessee name and address and zip code			
	2	System uses pre-printed tax bill forms or can generate the form in the bill printing process			
	3	System provides for the following processing requirements:			
		CORTAC Tax bill requests			
		Tax payments			
		Copies of tax rolls to lenders, this is a modified version of the roll			
		System prevents more than one CORTAC number per parcel			
		System suppresses printing of CORTAC tax bills			
		System produces an assessee's copy of tax bills sent to assessee			
		System produces a lending institute copy of tax bill to be sent to lending institute			
	4	System can print name and phone number of requesting lending institution.			
	5	System uses similar tax bill format for all tax forms - secured, unsecured, and supplemental			
	6	Duplicate tax bills, corrected tax bills, assessee's copies, and abstracts of secured delinquent taxes can be printed on demand			
	7	System prints or prepares a PDF file as requested by the user for a corrected tax bill whenever a correction that would result in a new bill is entered			
	8	If a single correction is entered on-line, the corrected tax bill or PDF file is produced to send out this bill			
	9	When a batch of corrections is processed as a group, the corrected tax bills are printed on demand or a PDF file is produced			
	10	System automatically produces a tax bill or a PDF file for the new assessee when a change in ownership occurs			
	11	Mailing address changes can be made without generating a new tax bill			
		<b>Collections and Settlements</b>			
		<b>Overview:</b>			
		Remittance Processing System (RPS): Fresno County uses a Remittance Processing System to facilitate the processing of property tax payments. When a taxpayer mails in a payment the tax stub(s) and the check(s) are batched by date and processed through the RPS. The RPS reads the MICR line of the tax stubs and the CAR/LAR amounts of the checks. Each check regardless of the number of tax stubs it covers is considered a single transaction. If the transaction balances the RPS assigns the transaction a collection number. When all transactions are balanced the RPS creates an Image Exchange File to be sent to the bank for deposit and a Consolidation File to be uploaded into the property tax system.			

			Available	Development	
			In Current build	Required	COMMENTS:
		The RPS consists of a transport for reading, imaging, and sorting of the tax stubs and checks, two data completion modules, and IQA station, and a Reformatted station. Fresno County does not plan to replace the RPS as a result of this RFP. Your system is required to accept and process the RPS upload in a manner functionally the same as the County's current property tax system.			
		Fresno County currently uses a separate Cashiering System (provided by a third party vendor) to facilitate processing of all County payments accepted at our Treasury and the interface of data is done through the RPS software..			
		<b>Test Criteria:</b>			
	1	System interfaces with the RPS			
	2	System accommodates the RPS allowing multiple tax bill stubs to be processed with single or multiple checks or cash payment			
	3	System accepts an audit (transaction, collection, etc) number from the RPS and maintains this number with each transaction.			
	4	System allows for payments with multiple tender types.			
	5	System provide reports showing the following: (sample report is to be included in			
		Rejected payments			
		Resubmitted payments			
		Accepted amounts not previously rejected			
		Accepted amounts previously rejected (Checks)			
		Accepted amounts previously rejected (Cash)			
		Rejected amounts not previously rejected			
		Rejected amounts previously rejected (Checks)			
		Rejected amounts previously rejected (Cash)			
		List of checks processed through the RPS with their respective collection			
		List of missing collection numbers			
		Deposit permit list identifying the fund number, budget and account for all the day's tax and business license collections			
	6	System can provide on-line codes to correct rejected collections as specified by the County			
	7	System will accept as timely any payments with an effective date prior to the delinquent date but not processed until after it .			
	8	Ability to extend due dates by TC staff and provide a report detailing this activity.			
	9	System will automatically cancel penalties, fees, and costs when a timely payment is processed after the allowable time for late receipt of payments and the cancellations accounted for with a transaction showing the fees removed and provide a report detailing this activity.			
	10	If a partial payment results in an overpayment of the remaining balance, system will produce a refund			
	11	System is required to handle payments on parcels owned by bankrupt assessees, explain your systems process for handling bankruptcies.			

			Available	Development	
			In Current build	Required	COMMENTS:
	12	System handles certain escaped assessments that can be paid off over a 5-year period, usually called a 4 Year Pay Plan under Revenue and Taxation Code Section 4837.5. Explain your systems process in detail.			
	13	System provides for automatic generation of a file that can be uploaded into PeopleSoft to generate refund checks for overpayments			
	14	The refund check can be made out to the maker of the tax payment if different from the assessee			
	15	System can print underpayment notices to the assessee when underpayments of \$5.01 and greater occur			
	16	System automatically treats underpayments as short payments and automatically issues a CSV file for the remaining balance			
	17	When system processes short payments, it will make up a balance of \$5.00 or less from the cash difference fund			
	18	When the County attempts to refund amounts of \$10.01 and greater and cannot make the refund for two years, the monies may be transferred to the General Fund, the system can generate a report and CSV file containing this information, sample report is to be included in reply			
	19	System provides a report showing funds eligible for transfer to the general fund, including the parcel identification, amount of overage, collection number, and the date the monies were deposited to the clearing fund, sample report is to be included in reply			
	20	System will allow TC staff to place holds on some monies and allow the remainder to be transferred to the County General Fund, this is regarding the two year transfer to the General Fund.			
	21	System provides daily reports of the amount of collections applied to each of the tax rolls, roll changes, credit for penalty, payment cancelations, etc. Sample reports are to be included in reply			
	22	Also reports the amount of collections as a percentage of the tax charge for that roll, sample report is to be included in reply			
	23	Provides these same statistics monthly, annually and Year-to-Date, sample report is to be included in reply			
	24	System will accept a file from with electronic payment information from a third party vendor for credit card and electronic check payments and generates a daily recap report. Explain process and sample of report(s).			
	25	System is required to send a nightly upload file after all day end processing is complete to our third party vendor for the web and IVR information.			
	26	System processes Senior Citizen Tax Postponement payments			
		<b><u>Lending Payments and Processing</u></b>			
		<b>Overview:</b>			
		Lending institutions pay the County of Fresno at one time for a large volume of parcels on behalf of their customers. This process is handled separately from our manual payments. A letter is sent to these institutions detailing the file transmission requirements.			

			Available	Development	
			In Current build	Required	COMMENTS:
	<b>Test</b>				
	1	System must be able to accept a flat text file.			
	2	Ability to print stubs (not only for this process but others as well).			
	3	Describe your systems lending payment process in full detail.			
	<b>Roll Changes</b>				
	<b>Overview:</b>				
		The Tax Collector requires the ability to add, modify, and delete information on the tax rolls.			
	<b>Test Criteria:</b>				
	1	System provides processes by which your system allows the Tax Collector to add, modify, and delete the following information on the tax rolls			
		Defaults			
		Redemption Dates			
		Power to Sell			
		CORTAC			
		Extended Delinquency dates			
		Fees and costs			
	2	System allows the Tax Collector to cancel payments due to a returned check , and add a service charge to the parcel to be billed			
	3	System provides a process when a parcel on the roll being prepared is sold and the sale results in a parcel segregation or combination, so that the Tax Collector can to segregate or combine the parcel on the current roll to correspond.			
	4	System allows the Tax Collector and Assessor to create new parcels and separate			
	5	System allows the Tax Collector to cancel taxes under a user-defined threshold (currently \$10.00)			
	6	System provides a report showing roll changes, to include parcel identification, tax code, amount canceled for each installment in tax code sorted by APN, sample			
	7	System will generate letters to the assesseees in a PDF file indicating that taxes were canceled and that no bill will be issued			
	8	System will reinstate taxes under \$10.00 previously canceled if entered as a new transaction.			
	9	System allows for correcting single tax bills on-line			
	<b>Publications</b>				
	<b>Overview:</b>				
		There are several notices that the Tax Collector is required to publish throughout the year. These notices are defined in Revenue and Taxation code, they have specific content and have statutory deadlines. It is important that publications relating to delinquent taxes as well as other required publications be conducted according to law. Errors in publication can render the ultimate tax title to a purchaser of the property invalid.			
	<b>Test Criteria:</b>				
	1	System provides the following publication information in Microsoft Word or as a PDF, for publication by local newspaper:			
		Delinquent Tax List			

			Available	Development	
			In Current build	Required	COMMENTS:
		Notice of Public Auction/Sealed Bids/Chapter 8 Sales/Excess Proceeds			
		Secured and Unsecured Property Taxes Due			
		Impending Power to Sell Tax-defaulted Property			
		Property Tax Delinquency and Impending Default			
		<b>Tax Sale</b>			
		<b>Overview:</b>			
		Two chapters in Part 6 of Division 1 of the Revenue & Taxation Code provide for the sale of tax-defaulted property by the tax collector. These chapters are commonly referred to as Chapter 7 and Chapter 8. Chapter 7 encompasses sales by public auction or sealed bid. Chapter 8 encompasses sales by agreement between public entities or eligible nonprofit corporations and the board of supervisors.			
		<b>Test Criteria:</b>			
		1 System generates power to sell notices and rescissions, include sample in reply			
		2 System produces "Tax Sale Chains" for each power to sell a parcel, include sample in reply			
		3 System produces notices to taxing agencies and parties of interest, include sample in reply			
		4 Produces tax deeds for the new purchase, include sample in reply			
		5 Produces reports of properties sold and of properties eligible but not sold at auction, include sample in reply			
		6 Produces excess proceeds letters and claim forms, include sample in reply			
		7 After a property is sold at the tax sale, delinquent, current, and supplemental taxes for that property are canceled so that no taxes are owed on it			
		8 System prevents tax payments from applying to these parcels from the date of sale until the taxes are canceled, while allowing payments to apply to properties that were offered at the sale but not sold			
		<b>Unsecured Taxes</b>			
		<b>Overview:</b>			
		The Tax Collector is responsible for mailing unsecured tax bills, processing tax payments, reprocessing of rejected payments, issuing refunds for duplicate payments and overpayments, issuing mobile home tax clearances, issuing vessel registration clearances, recording and releasing liens, bulk transfers, demands, and			
		<b>Test Criteria:</b>			
		1 System provides notices of delinquent taxes on vessels to DMV			
		2 System generates a CSV file for delinquent vessel notices to assesses prior to notifying DMV			
		3 System charges the delinquent vessel fee back to the assessee			
		4 System prints DMV Form 120 (releases) when delinquent taxes have been paid and can furnish this information to DMV in a file			
		5 System provides a CSV file for lien notices, liens, and releases on demand in the format specified by the County			
		6 System prevents liens from being recorded on CALTRANS and bankruptcy parcels if they are properly coded			

			Available	Development	
			In Current build	Required	COMMENTS:
	7	System can provide a file to interface with the Recorder's Office for recording Liens and releases			
	8	System can generate a list of claims to the bankruptcy court for taxes owed on all parcels for which the bankrupt person or entity is an assessee			
	9	System processes Manufactured Home Tax Clearances for the Department of Housing and Community Development and Conditional Clearances for Title			
	10	System can provide an interface to transfer prior unsecured taxes to the County's collections systems (CUBS) upon demand			
	11	System can add or delete or update the recording fee automatically or on demand			
	12	When processing Manufactured Home taxes, system can allow the Tax Collector to collect for prior years' taxes that have been transferred to the County's collection system if proper coding is supplied			
	13	System allows the Tax Collector to deposit taxes that are prepaid for bulk transfers and Manufactured Homes into the Clearing Account			
	14	For demands, bulk transfers, and notices of trustee sales, system can generate a letter to provide unsecured tax information to the request, and this information can be produced in a PDF file as well.			
	15	System processes unsecured taxes identical to secured taxes according to the rules defined by R&T code.			
<b>Web and IVR</b>					
<b>Overview:</b>					
		The County of Fresno uses a third party vendor to supply our web and IVR functions. The information contained in the Property System is uploaded daily to the third party vendor's system.			
<b>Test Criteria:</b>					
	1	The system will provide a data export that can be used by current third party vendor, or allow vendor to access data records.			
	2	Ability to import a payment file			

		Available	Development	
		In Current build	Required	COMMENTS:
<b>1 Improvement Bonds</b>				
a	System maintains the improvement bond information as specified by the County and in the Proposal including, but not limited to the following:			
	Bond life			
	Principal			
	Interest			
	Handling charges			
	Contact name and telephone number for the taxing agency			
	Payoff information			
	Annual charge (for any given parcel)			
	Payoff amount for a given parcel and date			
b	System stores payment due information for the life of a bond			
c	System displays the entire amortization schedule for a bond on-line at the parcel level			
d	Changes can be made on-line to improvement bond information			
e	System allows uploads from taxing agencies new bond information in electronic format.			
f	New bond issues can be keyed into the system			
g	Identical amortization schedules for different parcels of the same bond issue can be copied from one parcel to another to save keying time			
h	System provides on-line payoff information for any specific date			
i	System maintains a detailed history of parcel splits showing the original parcel number and new parcel numbers that resulted from the split			
j	System maintains the above information for a time specified by the County.			
k	Past bond payoff information is retained by the System			
l	Information is accessible by parcel number			
m	Information can be accessed through system's regular roll display screens			
n	System transfers improvement bond information to the tax roll as part of the tax extension process.			
<b>2 Special Assessments</b>				
a	Users control bond information roll over to new rolls and for how many years			
b	System has facility to receives special assessment information originating with agencies outside the County that are not part of the regular tax roll and merging special assessments to the regular tax roll.			
c	System requires the editing of special assessment information before it is added to the regular tax roll. Once added, data can be corrected.			

		Available	Development	
		In Current build	Required	COMMENTS:
	d			System produces both detailed and summary reports of special assessment information. The detailed report must contain a breakdown of special assessments by parcel number within tax code, and the summary report must contain the total number of parcels and the total dollar amount of each special assessment. These reports are available both on-line and printed
	e			Before adding the special assessment information to the regular tax roll, system can examine it and report at least the following three errors:
				Odd assessment amounts (assessments must end in even amounts because they are split over two equal installments)
				Duplicate parcels in the same assessment
				Invalid parcel numbers
	f			System provides both detailed and summary reports giving the amounts of paid, unpaid, or delinquent special assessments by tax code at any point in time
	g			System will print the contact name and telephone number for each taxing entity responsible for special assessments and improvement bonds on the tax bills, on the same line as the assessment appears if required by County
	h			System can provide a report in April, before the roll is certified, of all parcels that were billed a special assessment or improvement bond in the previous year but that will be not be on the roll for the upcoming year
	i			System can it provide the new parcel identifications for such parcels
	<b>3 Rate Structure</b>			
	a			System provides a report or display in tax rate area order showing all taxing entities within each tax rate area on a screen display and printed on demand from the display
	b			System provides reports or displays which show the tax rate areas used to create a new tax area
	c			System provides a report or display showing which tax rate areas were merged into a given tax rate area
	d			System provides a report or display of the above described information
				System provides a report of all tax rate areas referenced which do not exist within the sytem.
	e			Fund numbers and tax codes are deactivated from the system by use of fund number and account number maintenance programs with maintenance log files
	f			System provides an automated redevelopment calculation process
	g			System provides the ability to track frozen base and current year values for each redevelopment project
	h			The frozen base can be adjusted on line
	i			Incremental revenue can be adjusted on line
	j			System allows input of override tax rates (e.g. for General Obligation Bonds) by means of user defined tax rates setup by tax rate code maintenance programs

		Available	Development	
		In Current build	Required	COMMENTS:
k	The tax code field should alterable within the Rate Structure module, but must be a minimum of 5 characters in size.			
l	The system should allow the creation and maintenance of negative rate districts.			
<b>4 AB8</b>				
a	System maintains tax rate area and a percentage applicable to that area on each parcel. Multiple tax rate areas to a parcel are allowed if necessary, and a reported flagging such parcels can be generated.			
b	The information is maintained at the parcel level			
c	Any required manual adjustments can be made on line			
d	System maintains the percentage factors for each taxing entity within a tax rate area			
e	Percentage factors can be modified in the case of annexations by new taxing entities to the tax rate area			
f	The above editing can be done by authorized staff.			
g	System stores percentage factors for allocation and reporting purposes			
h	System can have added functionality to allow mass changes of tax rates at County's request			
i	System computes and reports base revenue and tax increment at the tax rate area and/or fund number level			
j	System allows users to change the base revenue of a taxing agency due to annexations and creates an audit trail			
k	System maintains a minimum of 200 taxing entity factors			
l	System allows for growth in the number of maintained AB8			
m	System allows multiple years (current +11 archival) of AB8 factors to be maintained			
n	System produces a report showing the tax allocation percentages for each tax code in a tax rate area. That is, a detail showing the percentage going to the one percent tax rate and also the percentages going to each override rate in a tax rate area. Report may be displayed or printed on demand			
o	System allows for negative rate districts.			
<b>5 Apportionments</b>				
a	System apportions taxes from the following sources:			
	The current year's secured roll			
	The current year's unsecured roll			
	The supplemental roll			
	Prior years' unsecured rolls			
	Prior Year Unsecured Supplemental			

		Available	Development	
		In Current build	Required	COMMENTS:
	The secured delinquent roll			
	The unitary roll			
b	System can apportion negative monies			
c	System provides a report showing all payments canceled after settlement			
	System can produce journal vouchers for each such cancellation			
	System handles these transactions for all types of assessments (Secured, Unsecured, Supplemental) the same way			
d	System allows "trial" apportionments for settled collections before the actual apportionment			
e	System produces a detailed listing of the differences between settlements and "trial" and actual apportionments, showing cancellations, refunds, rejects, etc			
f	System prepares the annual Homeowner's claim to the State of California			
g	System provides a mechanism that allows adjustments to funds after settlement but before they are apportioned			
h	System can report revenues paid out to a given taxing entity for any given tax year			
	Report contains the fund number, type of tax, and date paid			
	Report can cover as many years as County requires			
	Reports can be both displayed on line and printed on demand			
i	System can apportion taxes based on the Teeter method (i.e. apportioned on the basis of levy rather than collections)			
j	System accounts for roll changes and other adjustments to the rolls in computing Teeter apportionment amounts by doing a reconciling distribution which analyzes all corrections or adjustments made thus far			
k	System has the ability to exclude the following from Teeter apportionments:			
	Bankruptcies			
	Parcels with taxes below a threshold (currently \$10.00)			
	Manufactured Homes being transferred to Unsecured			
	Four year pay plans			
	(Selected special assessments as designated by a user-defined fund number and tax code			
	Selected (non-Teeter) taxing agencies as designated by a user-defined fund number and tax code			
l	System apportions installment payments on delinquent taxes			
m	System allow users to correct rejects from apportionments			

		Available	Development	
		In Current build	Required	COMMENTS:
<b>6 Roll Changes</b>				
a	System tracks Roll Change Refunds that are 6 month canceled, and can redirect them to escheated fund account. It can provide a report showing funds eligible for transfer to the General Fund, including the parcel identification, amount and tax roll year, applicable breakdown of Tax Rate Areas and Special Assessments the refund applies to. Reports would be available upon request.			
b	System can generate letters and refund petitions automatically from any roll when taxpayer refunds are appropriate			
	System provides the ability to review and subsequently suppress or delete certain records from this process prior to printing			
	System can provide information which could be downloaded into a word processing or other program which could generate the letters and petitions			
c	Information can be interfaced with the County's financial system to automatically generate refund checks			
d	System can cross reference potential refunds due to a taxpayer by name or APN and generate a report that also indicates whether this taxpayer has any other outstanding or delinquent taxes due by type of tax and roll year			
e	Refund or cancellations are automatically incorporated into the apportionment process to reduce tax dollars allocated to the appropriate agencies.			
f	System allows the Auditor (Special Accounting) to add, modify, and delete the following information on the tax rolls.			
	Extend delinquency dates			
	Fees and costs			
g	System provides reports and on-line displays detailing daily activity which includes changes in tax dollars upon request including audit information of date, time and operator making the roll change			
h	System has the ability to allow us to print a hard copy on demand of any roll changes made by the Auditor, Assessor or Tax Collector			
i	If multiple roll changes are made to a parcel on a single day, system provides flags, warning messages, etc., to let the operator know that there has been prior activity and who initiated the changes			
j	System processes roll changes in which there are positive/negative valuation changes on the same transaction, i.e., personal property valuation increases and land value decreases as described in the proposal			
k	Various rolls integrated so that we do not have to duplicate information from one roll to another			
l	System handles full and partial acquisition.			
m	System automatically prorates and recalculates taxes for either a full or partial acquisition under the following circumstances			
	From the date of ownership change			
	An acquisition with 1 installment paid			
	An acquisition with both installments paid			

		Available	Development	
		In Current build	Required	COMMENTS:
	An acquisition with both installments not paid			
	An acquisition for a prior year that has been paid in full			
n	System accommodates proration automatically for the current, plus 11 archival years of data.			
o	System automatically prorates and recalculates taxes to the proper rolls under the following circumstances:			
	1 installment has been paid			
	Both installments have been paid			
	Both installments not paid			
	Prior year that has been paid in full			
<b>7 Other</b>				
a	System converts the Unitary Assessed Values the County receives from the State Board of Equalization into a separate roll.			
b	The System provides detailed information (parcel number, owner name and address, etc.) on the parcels in any given tax rate area of a taxing agency defined by the users.			
c	Everything within the system is date driven, the fiscal year beginning and ending is noted in the date control file. The parcels are denoted in three different time frames, current due, delinquent, and defaulted.			
d	The system can handle the application of tax payments via journal voucher between funds rather than issuance of a separate check.			