
File ID: 2026-01049

6/9/2026

[Contract] Department of Utilities Utility Payment Lockbox Services

File ID: 2026-01049

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute a Professional Services Agreement with Business Recovery Services, Inc dba Bank Up Corporation to process mailed utility bill remittances for the Department of Utilities (DOU) for a maximum five-year term and an amount not to exceed \$800,000.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; Chuong (Ryan) Pham, Business Services Division Manager, (916) 808-8995, rpham@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRC004260 Business Rec dba Bank Up

Description/Analysis

Issue Detail: The City of Sacramento (City) Department of Utilities has solicited lockbox services including invoice and payment processing for payments mailed to the City's Post Office Box. The City sought a provider who could offer technology advancements in lockbox services such as electronic imaging and reporting and alternative self-pay options for customers. Business Recovery Services, Inc dba Bank Up has been the City's contractor for lockbox services since 2008.

Policy Considerations: In conformance with City Code 3.56.090, City Council approval is required to execute an agreement if the amount expended under an agreement is \$250,000 or more.

Economic Impacts: None.

Environmental Considerations: The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2 and 5). The activities described in

this report including a Professional Services Agreement for utility lockbox and mailed payment processing are continuing administrative or maintenance activities, such as purchases or personnel-related activities, and administrative activities that will not result in direct or indirect physical changes on the environment. This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060 (c)(3).

Sustainability: The proposed contract is consistent with the 2040 General Plan Policy PFS-3.1 for the provision of adequate utilities as it will further the City’s efforts to provide reliable water, wastewater, and stormwater drainage utility services.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On December 17, 2025, DOU advertised a Request for Proposals (RFP) P26141631410 on PlanetBids for Utility Lockbox & Mailed Payment Services. Through PlanetBids, 1805 Suppliers were notified of the solicitation with 25 self-identifying as prospective bidders.

On the due date of January 28, 2026, proposals were received from three firms. Proposals were reviewed and all were deemed responsive. A selection committee comprised of City staff from DOU scored the proposals utilizing the scoring methodology provided in the solicitation which focused on qualifications, experience, and availability. Based on the review, staff recommend moving forward with the top-ranked proposer, Business Recovery Services, Inc., dba Bank Up, to provide the services requested. The scoring for the responsive proposals is as follows:

Proposer	Score
Business Recovery Services, Inc. dba Bank Up	486
XBP Americas	385
Check Processors	310

Financial Considerations: Sufficient funds exist in the proposed Fiscal Year (FY) 2027 DOU Operating Budget to fund the initial \$150,000 for the first year of the agreement. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$800,000 over the five-year term of the agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no General Funds allocated or planned for these services.

Local Business Enterprise (LBE): Business Recovery Services Inc. dba Bank Up is not an LBE. The minimum LBE participation requirement was waived by the Director of Utilities based on a

determination that waiver is in the City's best interest due to the lack of qualified local vendor availability.

CONTRACT #: PRC004260
CONTRACT NAME: UTILITY PAYMENT LOCKBOX SERVICES
AGREEMENT TERM: 1 YEAR FROM EXECUTION
AUTHORIZED RENEWALS: FOUR (4) ONE-YEAR OPTIONS
DEPARTMENT/DIVISION: UTILITIES / BUSINESS SERVICES

PROJECT: N/A
NOT-TO-EXCEED AMOUNT: \$800,000
SOLICITATION: P26141631410
LBE (Y/N): N
COUNCIL FILE ID: 2026-01049

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT*

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Business Recovery Services, Inc dba Bank Up Corporation
1320 Harbor Bay Parkway, Suite 180, Alameda, CA 94502
510-522-9711 / michael.santimauro@bank-up.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A (“Services”).

Contractor will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Kayla Sheridan / Administrative Analyst 1395 35th
Ave, Sacramento, CA 95822
916-808-1468 / ksheridan@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Michael Santimauro / Chief Executive Officer
1320 Harbor Bay Parkway Suite 180, Alameda, CA 94502
510-522-9711 / michael.santimauro@bank-up.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

4. Conflict of Interest Requirements. The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. yes no *[check one]*

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$800,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by Contractor must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

- 12. Crime Insurance.** Contractor shall maintain a Third-Party Crime Coverage Policy to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery with limits not less than \$1,000,000 per occurrence. The policy shall endorse the City of Sacramento as loss payee. Furthermore, policy shall include or be endorsed to include Client Property Coverage.
- 13. Cyber Liability Insurance.** Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If policy is a claims-made policy such coverage shall be continued for five (5) years following the completion of all services and additional service under this agreement. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for minimum of five (5) years after completion of contract work.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

ATTACHMENT 1 TO EXHIBIT A

Project Approach

Describe how your firm will approach the project, showing that you understand the objectives and requirements of the project. Include a statement of interest, the firm’s qualifications to provide the service(s) requested, and any summary information that may be useful or informative to the City.

Since August 2011, Bank Up has been processing remittances for the City of Sacramento-Department of Utilities. Bank Up’s strategic focus is on counties, municipalities, and utilities with similar scale and requirements to the City of Sacramento-DOU, and we have a longstanding presence in California with Lockbox and In-House processing clients including San Diego State University, Cities of Adelanto, Berkeley, Buena Park, Calexico, Glendale, Lodi, Manhattan Beach, Petaluma, Sacramento (Parking Citations, Revenue, and Utilities), Santa Clara, Ventura, and Wasco, and GreenWaste Recovery, Inc., Alameda County, and San Bernardino County. In July 2020, we started Lockbox processing for Sacramento Municipal Utility District, and just recently Truckee Meadows Water Authority in Reno, NV. In 2025, we also started processing for Borrego Water District and Moreno Valley Utility – both in Southern California.

Our implementation and production teams have a strong work ethic. Bank Up is fully qualified, and confident that we can continue to deliver quality lockbox services, technical expertise, and reliable customer support to the City of Sacramento-DOU.

This describes the Scope of Services, which is expanded and modified as set forth in this RFP.

SCOPE OF SERVICES

Remittance Lockbox Payment Processing Solution

Bank Up Corporation will act as a non-depository agent for the City of Sacramento, CA for the purpose of acceptance and processing of remittance items. Bank Up will receive daily deliveries by authorized and insured courier of various payments to be processed. Payments will be processed according to commercially acceptable standards which include, but are not limited to record keeping, security and safety.

This solution incorporates the following services:

1. Bank Up will provide a full lockbox processing solution wherein the City of Sacramento will direct payments to (i) PO Box 2770 at 660 J Street US Post Office in Sacramento, CA, (ii) All mail will be picked up by authorized and insured courier daily and delivered to the Bank Up Regional Processing Center in Alameda, CA. Complete Remit To PO Box address for the City:

**City of Sacramento
PO Box 2770
Sacramento, CA 95812-2770**

2. Bank Up will extract, scan and process all coupons/checks and electronically process each payment according to the parameters assigned by the City of Sacramento. Bank Up will utilize its proprietary payment processing solution, FLEXRPS, a proven, comprehensive remittance processing platform. Bank

Up utilizes this platform to process transactions in both the lockbox operations and for the Company's extensive in-house system customers. Bank Up will prepare and deliver a daily electronic cash letter (ECL) deposit to the City of Sacramento's bank (JP Morgan Chase) in time to make the daily deposit cut-off established by the Bank. Deposits are guaranteed to be made the same day that the work is processed by Bank Up. An image of each check and coupon associated with each remittance will be captured by Bank Up before it is deposited.

3. Bank Up can provide an online exception posting capability that will allow City Staff to access and update account and other information and instructions to permit processing of exception items. **Please note:** Bank Up offered our Online Exception Decisioning capability to DOU back in 2015, and reviewed the feature again in March 2020, and DOU decided not to use it at those times. We currently return any/all exception type items via courier to DOU's office on 35th Avenue, per DOU's request, each morning, M-F (excluding Federal Holidays).

Bank Up's Lockbox Solution provides online decisioning within its Image Archive Retrieval (IAR) feature, to reduce the turn-around time and effort to process exception (non-standard) items. Bank Up's Production staff will email designated City staff daily of pending exceptions requiring the City's intervention. City staff will have the ability to securely view online images of remittance items, checks and coupons, front and back, and input missing information or processing instructions on the same screen. Bank Up's Production staff will process/handle exception items, as noted by City staff's input. Exception items/batches can be viewed in the Image Archive Retrieval (IAR) system on the same day that they occur, after processing takes place. The turn-around time for our processing of the exception items, based on City staff's input/instructions, would be established between the City and Bank Up, and is typically 1-3 business days.

Our most typical non-standard/exception type items are: 1) single check items, made out to the client, missing the customer account number and 2) multi-payment (one or more stubs with one or more checks) transactions that do not balance. We would require the correct customer account number to process single check items; and multi-payment transactions must balance in our system. These exception type items would be presented to the City in the IAR feature, for City staff's input on how Bank Up should process/handle the transactions.

Any miscellaneous/unprocessable/non-payment type items (commonly referred to as "junk mail") will be returned to the City the next business day, via courier – same way as they are currently returned.

4. Bank Up will continue to provide a daily Batch Summary, Batch Detail Report, and Billing-Daily Processing Report to the City of Sacramento upon completion of each day's processing.

5. Bank Up will provide file transmissions of required information in order to create an X9.37 Image Cash Letter in a format required by the City of Sacramento's bank (JP Morgan Chase).

6. Bank Up will also prepare a daily output posting file and transmit to the City of Sacramento's CIS in order to update the City's accounts receivable system. Bank Up will upload images of payment documents to Sacramento's Citywide Content Management system. The daily output posting file will be delivered to the City's secure FTP site or made available to the City from Bank Up's secure FTP immediately upon completion of each day's processing.

7. Bank Up Corporation will accept payments for the City of Sacramento and review and perform required reject/reentry to the MICR information as required by the processing standards associated with the Check Clearing for 21st Century Act (Check 21). All rejected and/or exception type items will be returned to the City of Sacramento, as directed by the City, or handled through an alternative method established by the City for such rejected items.

8. Bank Up will provide a secure online image archive via the internet to the City of Sacramento on the same day that work is processed by Bank Up. Bank Up will email a daily confirmation to City of Sacramento of the daily deposit, which will include date, dollar amount and number of items processed.

9. Payment data will be stored online for customer access for a period of up to 60 months. Bank Up may store data for longer periods of time if requested.

10. As an optional additional service, Bank Up can also provide a solution to aggregate automated bill pay remittances from over 1,400 financial institutions. The solution will consolidate electronic bill payment checks by combining hundreds of electronic sources into a single posting file and a single ACH deposit. Sacramento will receive deposits of home banking payments directly from Bank Up's network of financial institutions and receive a daily report of all payments received through this channel.

11. Bank Up Corporation will provide Tier 1 toll-free support for City of Sacramento. Level 1 support includes assisting the City with all reasonable problem determination and troubleshooting over the phone, as well as engineering support for changes to the processing services or resolution of technical problems. Bank Up will provide a dedicated support individual and customer support to the City weekdays from 8AM until 6PM Pacific Time, excluding Federal Holidays. Customer support at another time will be based on the severity of the problem. Bank Up maintains support after regular business hours as needed via its 24x7 toll free support number in the event the City needs to invoke incident management resources.

12. Bank Up Corporation will assign a Senior Technical Support Manager to the City of Sacramento. This individual will provide the City with an Initial Implementation Plan as well as providing ongoing technical support as required. The Initial Implementation Plan will include all aspects of the installation of the Bank Up Remittance Processing solution. Included in this plan will be the operations and technical coordination between Bank Up Corporation and the City of Sacramento. Bank Up Corporation will also provide on-site training and installation support for City staff.

13. Bank Up will provide the City of Sacramento with a Monthly Client Management Report to include items and dollars processed by Bank Up on behalf of the City.
14. Bank Up Corporation will invoice the City of Sacramento monthly in arrears for all monthly processing fees. Payment will be due upon receipt of invoice.
15. Service levels will be evaluated periodically throughout the implementation process resulting in Bank Up and the City of Sacramento developing measurement standards acceptable to both parties.

Since Bank Up is currently processing City of Sacramento Department of Utilities remittances, the system is fully tested and operational. The implementation steps below have already been completed. For reference, the implementation phase includes:

- A. Scan Parameters: Configuration of scanning parameters for the City's coupons by Bank Up technical team.
- B. Image/Electronic Cash Letter: Configuring and testing the Image/Electronic Cash Letter format for daily electronic funds deposit to the City's bank.
- C. Reformatter: Formatting the electronic accounting upload files to be accepted daily by the City's customer information system and image archive.
- D. Business Rules: Establishing business rules for processing payments according to the City's instructions. This includes procedures for acceptance of payments unaccompanied by account information, destruction of paper documents and other routine processing procedures. Bank Up's solution can also allow clients to load a daily positive ("hot") or negative ("derogatory") file. This file may be configured to include (positive file), or exclude (derogatory file), customer account numbers from further processing. Derogatory files may be referred to as "hot files", "stop files", or "derog files", and the process is sometimes known as EIP (Exception Item Pull).
- E. Image Archive Retrieval: Bank Up will configure an image database that will contain images of the front and back of remittance documents, checks and coupons.

Processing of checks is Bank Up's specialty, so our staff and systems achieve high levels of quality and efficiency. Bank Up focuses on serving mid-sized municipalities and utilities, so our system, knowledge and service are optimized to provide high quality processing and extremely responsive personalized service for our public clients' particular needs. Our processing center is configured for maximum flexibility, with excess capacity at each station (extraction, scanning, keying and communication) to permit smooth work flow and efficiently accommodate peak volumes of multiple clients. We employ skilled full and part-time staff with capacity to vary their work hours as necessary. The FLEX Remittance Processing System is designed to incorporate processing rules and procedures customized for each customer, and to optimize processing for multiple mid-sized processing runs. The architecture of FLEX is modular, so that capacity may be easily added by increasing the number of scanners, key stations or storage devices.

Bank Up uses the following in our Production processing environment: Opex Model 51 Rapid Extraction Desks; Canon CR190i high performance/speed scanners; and our proprietary FLEXRPS solution. Solutions

also incorporate OPEX 7200 and Falcon technologies. OPEX Omaton Model 2100 Envelopener (for smaller volume Lockbox clients) is also available. Our technology team members have test labs set up, which allow for observation and hands-on testing for all components of FLEXRPS. Our technology team members also have a strong network of payment processing/equipment resources. Jeff Kirkland, our CTO, has been on the FLEX technical team since 1995. Jeff's experience demonstrates completion of numerous projects similar to the City's. Bank Up's support staff's key experience includes: design, maintenance, support of systems and networks, FLEXRPS installations and upgrades, item and payment processing experience, reliable client and technical support, and project management.

It is worth noting: based on our employees' extensive experience implementing in-house remittance systems and on-boarding new lockbox clients, Bank Up understands this environment and remains confident in the strength, dedication and availability of our staff. Our staff turnover since we started processing for the City of Sacramento in 2011 has remained very low. Bank Up's specialization ensures high levels of expertise and personalized service as compared to large, impersonal organizations whose core businesses are other than processing remittances.

Bank Up will be responsible for providing the following services:

A. General Lockbox

- 1. The Contractor must have the ability to electronically scan and read the OCR-B line located at the bottom of the bill stub, in the current position, and have the ability to electronically scan and read check and money order payments related to each bill coupon. Bank Up meets this requirement.**
- 2. Data Capture: Remittance processing shall capture the dollar amount of the payment, the payment processing date, CCB (Customer Care and Billing) account number and the bank routing and account numbers, and check or money order numbers. Bank Up meets this requirement.**
- 3. When multiple accounts/coupons are paid by a single check, the payment file will identify the check payment associated to each account, including the check number and original check amount, in addition to the items stated in 1-b above. Bank Up meets this requirement.**
- 4. The Contractor shall only process payments for City Utility bills with checks or money orders made out to a name listed on the Acceptable Payee list, defined by the City and listed below. Any payee names not on the list shall be immediately (overnight) returned to the City for processing. When the Pay to the Order line is blank, do not process and return (overnight) immediately to the City for processing. When the dollar amount is not written out under the 'Pay to the Order' line on a check, and/or there are numbers on that line, the transaction/check should not be processed and is to be returned to the City immediately for processing. Bank Up will meet this requirement.**

ACCEPTABLE PAYEE LIST	
CITY OF SACRAMENTO	SAC CITY
CITY OF SACTO	SAC CITY UTILITIES
CITY SACRAMENTO UTILITY	SACRAMENTO UTILITIES
CITY OF SARAMENTO UTILITY	SACTO CITY
CITY OF SCARAMENTO	SACTO CITY UTILITIES
CITY OF SARAMENTO	UTILITIES OF SACRAMENTO
CTY OF SACRAMENTO	UTILITY BILL
CITY IF SACRAMENTO UTILITY	UTILITY BILLING SERVICES
CITY UTILITIES	UTILITY SERVICE
DEPARTMENT OF UTILITIES	UTILITY SERVICE BILL
DEPARTMENT OF UTILITIES SACRAMENTO UTILITIES	UTILITY SERVICE BILL
DEPT OF UTILITIES - CITY OF SAC	UTILITY SERVICE BILL CITY OF SAC UTILITY SERVICE CITY OF SACRAMEN WWW.CITYOFSACRAMENTO.ORG/UTILITIE
DEPT OF UTILITIES, CITY OF SACRAMENTO	

5. **The Contractor will deposit payments electronically to the City’s bank account, on a daily basis, on the same day that the payment is processed.** Bank Up meets this requirement.

6. **Cash Payments – Customers are instructed to send checks or money orders when mailing payments; however, in the event cash is remitted, the Contractor shall deposit amounts into the City’s Bank account and notify the Department of Utilities of such a deposit and the related CCB account information.** In the event that cash is received, Bank Up will document and log the transaction, and return the entire transaction to the City.

Deposit Type ID	Deposit Type	Description	Instructions
1	Single / Full	Single Coupon to Single Check - Full Payment	Process check amount when the "Amount Paid" box on coupon is blank. Process check amount when it matches the "Amount Paid" box on coupon and the amount is equal to either the "Current Charges Due" or "Total Amount Due". Process check amount when it matches the "Amount Paid" box on coupon and the amount is more than the "Current Charges Due" or "Total Amount Due"
2	Single / Partial	Single Coupon to Single Check - Partial Payment	Process check amount when "Amount Paid" box on coupon is blank. Process check amount when it matches the "Amount Paid" box on coupon and the amount is less than either or both the "Current Charges Due" or "Total Amount Due".
3	Single/ Multi Checks	Single Coupon to Multiple Checks - Full or Partial Payment	Process all checks when the "Amount Paid" box on coupon is blank. Process all checks when it matches the "Amount Paid" box on coupon and the amount is equal, more or less than the "Current Charges Due" or "Total Amount Due".

Deposit Type ID	Deposit Type	Description	Instructions
4	Multi Invoices / Single - Full Payment	Multiple Coupons to Single Check - Balanced Full Payment	Process check amount when the "Amount Paid" box on one or more coupons is blank. Process check amount when it balances with the total "Amount Paid" box for all coupons. Process check amount when it balances with the total of either the "Current Charges Due" or "Total Amount Due" for all coupons. Note: When multiple accounts/coupons are paid by a single check, the payment file will identify the check payment associated to each account, including the check number and original check amount.
5	Multi Invoices / Single - Partial Payment	Multiple Coupons to Single Check - Balanced Partial Payment	Process check amount when the "Amount Paid" box on one or more coupons is blank. Process check amount when it balances with the total "Amount Paid" box for all coupons.
6	Multi Invoices / Multi - Full Payment	Multiple Coupons to Multiple Checks - Balanced Full Payment	Process all check amounts when the "Amount Paid" box on one or more coupons is blank. Process all check amounts when the total of the checks balance with the total "Amount Paid" box for all coupons. Process all check amounts when the total of the checks balance with the total of either the "Current Charges Due" or "Total Amount Due" for all coupons.
7	Multi Invoices / Multi - Partial Payment	Multiple Coupons to Multiple Checks - Balanced Partial Payment	Process all check amounts when the "Amount Paid" box on one or more coupons is blank. Process all check amounts when the total of the checks balance with the total "Amount Paid" box for all coupons.

The Contractor will not submit payments for \$0.00 in the daily file. If a coupon with no amount due falls in Deposit type 4, 5, 6 or 7, as noted above, and the payments balance to the check(s) with no payment to the account with no balance due, that coupon shall be ignored. Bank Up meets this requirement.

7. Types of Remittance Processing: There will be three types of remittance processing services envisioned, as summarized below:

- i. **Scanning – Coupons and checks are electronically scanned.** Bank Up meets this requirement.
- ii. **Clerical – Manual entry and processing of a check without a coupon, or a cash payment received with a coupon.** Bank Up meets this requirement.
- iii. **Client Intervention – The Contractor will provide the City with an electronic online system that allows the City the ability to review all documents associated to the exception electronically and provide instructions on how to resolve or balance the exception as identified in B-1 below.** Bank Up can meet this requirement, using our current IAR (Image Archive Retrieval) feature, and allow the City to view exception items, provide input/annotations to Bank Up to resolve/balance the exception transactions.

All payments processed, irrespective of the remittance processing type, shall be included in the daily payment file to the City and daily remote deposit to the City's Bank, capture the required data identified in the scope and follow the lockbox instructions defined. Bank Up meets this requirement.

- 8. The Contractor must have the ability to incorporate modifications to the lockbox instructions timely, within the agreed target date, without impacting the standard lockbox processing that is not included in the modification request.**

Bank Up employees create, update, and maintain our FLEX RPS, so Bank Up maintains capability to carry out modifications as necessary – in a timely manner within the agreed target date with the City. Bank Up emphasizes customer service, and makes a commitment to fulfill modifications and other customer requirements as this question sets out.

B. Exception Processing

Payment scenarios that are not defined within the City's lockbox instructions, which may or may not be an identified payment exception, shall not be processed by the Contractor, unless approval is provided by the City.

- 1. The Contractor must provide the City the ability to handle the payment exceptions electronically, through an online system, that allows the following actions to be taken by the City:**
 - i. Assign the correct CCB account number to a payment;**
 - ii. Provide instructions on how to allocate a payment(s) to multiple accounts, when the payment is not in balance with the bill coupons submitted by the customer;**
 - iii. Have the payment(s) with the original bill coupon(s) batched and submitted to the City unprocessed, by the next business day.**

The Proposal should discuss your ability to provide this service, the timing of exceptions being available for viewing electronically by the City, and the turnaround time for the Contractor to resolve payment exceptions after receiving direction from the City. Please also discuss any limitations in providing this service.

Exception items would be posted in the Bank Up Image Archive Retrieval (IAR) system for review by City staff. Items can be available for view following Bank Up's key/verification, generally by 12pmPT, and Bank Up will notify the City. Note that the City's current required daily cut-off time for processing work is 12pmPT. Bank Up uploads the City's payment file and makes the electronic deposit to JPMC by 12pmPT each day, M-F. The turn-around time for our processing of the exception items, based on City staff's input/instructions, would be established between the City and Bank Up, and is most typically 1-3 business days.

The Proposal should also discuss your ability to accept a daily STOP/GO file that could be uploaded on a daily basis.

- Bank Up has the capability what we would call a "Go File" or "Positive Pay" file and/or a "Stop File" or "Derog File"**

- There would be some programming and parameters building, and testing required
- GO and STOP files do have to be kept to date, otherwise payments from newly added accounts will be rejected
- We could certainly implement such a file if the City requested – it is a hard block if we do so – if the AccountNumber isn't in the file, we would not be able to process any sort of payment to that AccountNumber
- The City would need to upload a complete list of accounts on a daily basis, such that we can import it before starting to process your work for the day
- We might ask your IT do the upload to a subfolder of your normal ShareFile folder so that we can locate it easily
- There are no maintenance commands (add these accounts, delete these accounts). Each day's file, once imported, completely replaces the previous data.
- The input file would need to be a simple text file, with one 10 digit accountnumber (zero padded to 10 digits if it has fewer than 10 significant digits). No headers, no trailers, so it would look like this:

Accept.txt (doesn't have to be called this, title could include date if you like, if so we would prefer yyyymmdd format for sorting purposes)

0123987654
4564564564
6781234569

There should be a carriage return and linefeed at the end of each short line, just as Notepad does.

Bank Up Technical Staff would also need to create a new Exception Batch type – into which we would place payments that failed the lookup so that City Staff could research them and give us the correct AccountNumber with which to process, or tell us to return them.

If for some reason you wanted us to accept a payment that failed the Acceptance test, the only way we could do that would be without an AccountNumber as a "Checks Only". This would then cause the posting file and ECL (Electronic Cash Letter that gets transmitted to JPMC) to disagree with each other by the amount of any ChecksOnly.

For any additional detail, clarifications, and/or questions regarding GO/STOP files, the appropriate contact at Bank Up is: Keith Stevenson / keith.stevenson@bank-up.com.

- 2. The Contractor shall follow the lockbox instructions below as it relates to the exceptions identified.** Bank Up would follow the instructions pertaining to the Exception Items, Descriptions, & Instructions as identified on pages 7-9 of the RFP.

C. Batching

1. **Any Pay Station payments shall be processed within its own batch, and not contain any payments received via the City's Post Office Box.** The last Pay Station payments processing that Bank Up did for the City was in October 2018 (Bel Air-Rush River Drive location). If the City is looking to re-institute payments at Pay Stations, Bank Up can make arrangements with our courier service, and pass through the associated costs.
2. **Payments received via the City's Post Office Box may be processed in one or more batches.** Bank Up meets this requirement – with PO Box 2770 for City of Sacramento-Department of Utilities.
3. **Each batch may not contain more than 999 items for electronic transmission.** Bank Up meets this requirement.
4. **Batch numbers assigned to a batch must be within the range of 001 – 999. The batch numbers should restart at 001 each day.** Bank Up meets this requirement.
5. **Bill Coupon – The back of the bill coupon provides fields in which a customer may communicate a mailing address change or apply for the City's Autopay Program. A change of address check box is also included on the front of each bill coupon. The contractor shall inspect the front and back of coupons.** Bank Up's standard practice is to process the payment and then return overnight to the City indicating change of address (COA).
 - i. **Mailing Address Changes – The City envisions bill coupons with mailing address changes to be batched together and submitted to the City electronically.** Bank Up meets this requirement.
 - ii. **Auto-Pay Application: The City envisions bill coupons with the auto-pay application completed, with or without an attached voided check, to be batched together and submitted to the City via overnight mail.** Bank Up meets this requirement.

The Proposal should discuss how you would accomplish this and the timing of electronic notices/images being submitted to and viewable by the City.

Bank Up's lockbox solution can meet this requirement without any special programming. Bank Up's Production Staff would identify and separate those bill coupons with address changes indicated and process the payments. Once processing is completed each day, City staff would have access to view those payment document images via Bank Up's secure, online Image Archive Retrieval (IAR) function.

Bank Up can batch together completed Auto-Pay Applications, with or without an attached voided check and return to the City via overnight mail, or via overnight courier delivery, as is the current delivery method that Bank Up uses to return items to the City.

D. Correspondence Batching and Delivery

Customers are advised to send written correspondence separately from payments. However, remittances received at the lockbox may include customer correspondence. The Contractor will batch

all of the original correspondence daily and deliver to the City via overnight mail. The Proposal should discuss any electronic solution available for the delivery of correspondence to the City.

Bank Up's lockbox solution can fully meet this requirement without any special programming. Bank Up can program what is known as an "Image Only" document type. Exception type items (full-page, 8.5 x 11 inch documents excluded) that are not processable will be scanned and available to City staff as viewable images via the online Image Archive Retrieval (IAR) function. Bank Up can also batch together correspondence and return to the City via overnight mail, or via overnight courier delivery, as is the current delivery method that Bank Up uses to return items to the City.

E. Data Transmission

- 1. The Contractor will submit a formatted data file containing daily payment transactions to the City each day by a 12:00 p.m. PST deadline via a dedicated file location. The complete lockbox file format will be provided upon award of a contract. Bank Up meets this requirement.**
- 2. The Contractor will also electronically submit a separate source document summarizing the daily payment activity data file. The payment file submission will be reconciled against the electronic source document by City staff prior to acceptance.** As well as the daily payment upload file, Bank Up currently electronically submits the following each day, M-F: Batch Summary, Batch Detail Report, and Billing-Daily Processing Report.
- 3. Complete and specific file formatting, submission location and instructions on the source document submission will be provided upon award of the contract. Some of the file requirements are listed below.**
 - **The Contractor shall use PGP for encrypting City's payment files – Bank Up meets this requirement.**
 - **The Contractor shall use SFTP for transmitting City's payment files – Bank Up meets this requirement.**
 - **The Contractor shall provide an FTP site that holds the City's payment files for the City to copy over to a City network. Bank Up meets this requirement.**
 - **The Contractor will transmit City's payment files on City holidays, when the Contractor is open and operating on that day. Bank Up meets this requirement. We observe the same Holiday schedule as the Federal Reserve Bank. We also accommodate the City's requests at Holiday time for the Half Day schedules and early cut off times as requested and specified by City Staff.**
 - **In order to prevent duplication of files, especially when they double up after a City holiday, the Contractor must assign a file name that contains a date stamp in the following format: YYYYMMDD, e.g. 20140930 (9/30/2014) Bank Up meets this requirement.**

4. **The Contractor must have the ability to submit a secure electronic transmission.** Bank Up meets this requirement.

The Proposal should discuss any limitations or challenges with the technical requirements provided in this RFP.

None.

F. Depository Service

1. **The Contractor is to fully encode checks and money orders for deposit.** With Check 21 Electronic Cash Letter deposits, encoding paper checks is not required.
2. **The Contractor must be able to provide remote deposits, electronically depositing checks and money orders to the City's bank, by the Bank's deadline, on the same day the payments are processed.** Bank Up meets this requirement.
3. **The Contractor must submit a daily payment file to the City's Bank, per the Bank's requirements, adhering to any formatting requirements and cut-off times.** Bank Up meets this requirement.
4. **The Contractor must have the ability to process at least 5,000 payments per day.** Bank Up meets this requirement.
 - i. **Checks: Any remittances considered unbankable shall be made bankable by the Contractor as follows: Date – If the date is missing, the date of receipt shall be entered and stamped "Date Guaranteed".** Bank Up will meet this requirement.
 - ii. **Dollar Amounts – If the written dollar amount does not equal the numeric amount, the check will be processed for either the written or numeric amount that matches the utility bill amount due for "Current Charges", "Total Amount" or the hand written amount in the "Amount Paid" box.** Bank Up will meet this requirement.
 - iii. **Payee – If the payee name is omitted, "City of Sacramento" shall be stamped on the payee line.** Bank Up will meet this requirement.

The Proposal should discuss the methodologies that will be used to implement remote deposits and any limitations with payment processing or remote deposits.

Bank Up currently deposits funds daily, on behalf of the City, to JP Morgan Chase using an X9.37 Electronic Cash Letter "Check21" protocol. We do not see any limitations or problems with this process. We can accommodate changes to deposit protocols and could accommodate the City if it were to change depository banks, depositing electronically to any bank that accepts electronic deposits. And note that in 2018, Bank Up accommodated the City's change in banks from Bank of America to JP Morgan Chase.

G. Electronic Document and Imaging

- 1. The Contractor will provide a system that will provide images of the front and back of bill coupons and check or money order payments. The Proposal should discuss your ability to provide this service and the timing of images being available for viewing electronically by the City.** Bank Up meets this requirement with our IAR (Image Archive Retrieval) feature. Images (stubs and checks, front and rear) are available after each day's processing.
- 2. The Contractor will provide the ability for payment exceptions to be viewed and resolved electronically, including requirements listed above. The Proposal should discuss your automated exceptions management and technique.** Bank Up's Lockbox Solution provides online decisioning within its Image Archive Retrieval (IAR) feature, to reduce the turn-around time and effort to process exception (non-standard) items. Bank Up's Production staff will email designated City Staff daily of pending exceptions requiring the City's intervention. City staff will have the ability to securely view online images of remittance items, checks and coupons, front and back, and input missing information or processing instructions on the same screen. Bank Up's Production staff will process/handle exception items, as noted by City staff's input. Exception items/batches can be viewed in the Image Archive Retrieval (IAR) system on the same day that they occur, after processing takes place. The turn-around time for our processing of the exception items, based on City staff's input/instructions, would be established between the City and Bank Up, and is typically 1-3 business days.

Our most typical non-standard/exception type items are: 1) single check items, made out to the client, missing the customer account number and 2) multi-payment (one or more stubs with one or more checks) transactions that do not balance. We would require the correct customer account number to process single check items; and multi-payment transactions must balance in our system. These exception type items would be presented to the City in the IAR feature, for City Staff's input on how Bank Up should process/handle the transactions.

Any miscellaneous/unprocessable/non-payment type items (commonly referred to as "junk mail") will be returned to the City the next business day, via courier – same way as they are currently returned.

- 3. All original documents received, including checks and money orders shall be kept on file with the Contractor and securely shredded 15 business days after submitting the remote deposit that includes the respective checks/money orders.** Bank Up meets this requirement.
- 4. The Contractor shall follow the lockbox instructions below as it relates to the documents identified for scanning.** Bank Up meets the instructions below, with the exception of scanning envelopes. We do not save or scan envelopes; they are securely disposed each day. A best practice for postmark information, currently in place for the City, is that payments be batched by postmark date, and that the postmark date be included in the posting file and metadata that accompanies the document images (please see screen shot below taken from our Image Archive for the City – note that

there is a field programmed in for **Postmark Date**). This is in lieu of scanning envelopes, and provides the required information in a more usable form.

Items	Scan (Yes/No)	Return	Shred Original	Remote Deposit
Envelope	Yes	No	Yes	N/A
Coupon(s)	Yes	No	Yes	N/A
Check(s)/Money Orders	Yes	No	Yes	Yes
Check stub	Yes	No	Yes	N/A
Coupon with Mailing Address Change added on back.	Yes	No	Yes	N/A
Coupon with Auto Pay form completed on back.	Yes	Yes	No	N/A
Voided Check for Auto Pay form	No	Yes	No	N/A

Capture Date:	1/20/2026	Machine Number:	3	Batch:	201
Transaction:	1	Document:	3	Document Amount:	\$13443.87
Postmark Date:	260102	Account Number:	0667280482	Transaction Amount:	\$13809.52
Batch Name:	2 Multiples				

[Retrieve Document Image](#)

[Retrieve Transaction Images](#)

Capture Date:	1/20/2026	Machine Number:	3	Batch:	201
Transaction:	1	Document:	4	Document Amount:	\$13809.52
Postmark Date:	NULL	Account Number:	NULL	Transaction Amount:	\$13809.52
Batch Name:	2 Multiples				

[Retrieve Document Image](#)

[Retrieve Transaction Images](#)

Capture Date:	1/20/2026	Machine Number:	3	Batch:	202
Transaction:	3	Document:	1	Document Amount:	\$2918.49
Postmark Date:	260106	Account Number:	1577035987	Transaction Amount:	\$2918.49
Batch Name:	2 Multiples				

[Retrieve Document Image](#)

[Retrieve Transaction Images](#)

Capture Date:	1/20/2026	Machine Number:	3	Batch:	202
Transaction:	3	Document:	2	Document Amount:	\$2918.49
Postmark Date:	NULL	Account Number:	NULL	Transaction Amount:	\$2918.49
Batch Name:	2 Multiples				

[Retrieve Document Image](#)

[Retrieve Transaction Images](#)

Capture Date:	1/20/2026	Machine Number:	3	Batch:	203
Transaction:	2	Document:	1	Document Amount:	\$2885.54
Postmark Date:	260107	Account Number:	4934734000	Transaction Amount:	\$2885.54
Batch Name:	2 Multiples				

[Retrieve Document Image](#)

[Retrieve Transaction Images](#)

H. Archive Database

1. **The Contractor shall make all scanned documents available for a period of at least three years, which shall include the period that may carry over after termination of any contract. The Proposal should discuss how you plan to meet this expectation.** Bank Up meets this requirement. Most of our clients dispose of remittance images after two years. The bank retains check images for seven years. Bank Up can accommodate retaining images for whatever length of time the City elects.
2. **The archive database must be searchable by each of the following criteria:** Bank Up meets this requirement.
 - **Check or Money Order Number**
 - **Dollar Amount**
 - **CCB Account Number**
 - **Payment Processing Date – via a single date or date range**
 - **Bank Routing Number**
 - **Bank Account Number**
3. **The archive database must allow searches to be performed on an individual item or one criterion, as listed in Section H.2 above, or a combination of the various criteria. The Proposal should discuss how your system meets this requirement and the maximum number of combined search criteria that can be done at one time.** Bank Up meets this requirement with our IAR (Image Archive Retrieval). The system can conduct a combined search on up to four criteria.
4. **When searching by criteria specific to a coupon, the search results must provide the viewing of both the coupon and related payment document(s) associated to the coupon.** Bank Up meets this requirement.
5. **When searching by criteria specific to a check or money order payment, the search results must provide the viewing of both the payment and related coupon(s) associated to the payment.** Bank Up meets this requirement.

I. Quality Assurance and Control

The Contractor will be responsible for all aspects of quality assurance and quality control. They will ensure that all work performed shall be of first-class quality. Delayed payment processing or deposit, misapplied payments, incorrect batching, and erroneous data file submissions, are some, but not all, examples of unacceptable work. The Contractor shall have a quality control program in place to ensure the lockbox instructions are followed and timely processing of payments occurs.

The quality control program should facilitate the logging, tracking and review of all items, from the time they enter the Contractor's system through the time they are fully processed satisfactory and submitted to the City and the City's bank.

The Proposal must include documentation on the Proposer's quality control program and certify that services are provided using fully automated production processes that are capable of tracking each individual payment and bill coupon through the scanning, imaging, and deposit process.

Any errors that are not remedied by the Contractor's quality control process, involving 100 or more payments, will incur a penalty credit on the invoice pertaining to the service period in the amount of \$0.05 per payment. This penalty shall also include exceptions uploaded to the online system and the resolution of the exceptions involving 25 or more payments being delayed beyond the Contractors service level commitment.

The Proposal should discuss how your quality control program identifies errors and your response/handling of errors identified, including but not limited to the following:

- **Internal standards;** Internal standard is zero errors
- **Review methods and practices;** Our processing methods and practices have been in operation since FLEX RPS was introduced in 2002. Operator practices and software features have been developed to ensure quality processing. We review operator performance and practices regularly, ensuring that production follows quality standards and customer business rules.
- **Corrective action procedures;** Operator verification is a core component of resolving discrepancies between payment documents. Unresolvable issues are communicated to the customer in conformance with the business rules established with each customer. Operators and supervisors escalate any quality issue, question or practice to ensure best practices and continuing operator training.
- **Specific frequency of Quality Assurance/Control checks;** and Quality Assurance is continuous, and built into the FLEXRPS software and Bank Up's operating practices. We do not conduct spot quality checks; rather, we build automated verification into our processing system.
- **Quality Assurance/Control acceptance criteria;** Acceptance criteria for system implementation include sign off by customer and bank that transactions are being transferred correctly. Criteria during operations are that data from at least two independent sources (such as coupon scanline and check) must match and that all transactions balance.

Remittances are picked up at the USPS by authorized and insured courier, and transported (using a route ID tracking system) to Bank Up's secure processing site in Alameda, CA. All remittance deliveries are logged in, segregated by client, and follow supervised processing steps, extraction, scanning, imaging, and deposit. Each client's work is segregated into batches according to work type: one-check-one-coupon, multiple-checks-one-coupon, multiple-coupons-one-check, non-stub-checks, and checks-only. Bank Up processes follow a clear sequence of processing steps with batch control procedures and work flow patterns to ensure that no documents bypass scanning.

Each item scanned is electronically logged and tracked through the entire process which facilitates research and establishes a complete audit trail. The scanning process requires items to be in Stub then

Check order. Items are imaged front and rear. The MICR and OCR zone are read. An initial audit trail (which includes: Process date, Machine number, Batch number, Feed count, Client name) is printed on the back of each item. Once scanned, Bank Up's remittance processing system reconciles checks and remittance documents, producing balanced files that consist of (i) payment files that update customer CIS, (ii) electronic deposit files and (iii) image archive files that may be searched by customers. Accuracy is ensured by requiring two independent sources for amount data, by electronic capture of account data that conform to City parameters or match a list provided by the City, and by Check Digit Routines that ensure accuracy. Check-plus-coupon transactions are required to balance, ensuring all documents are captured and processed. Check-only and non-stub-check batches are verified by separately adding payment amounts and reconciling the total against batch totals scanned. Electronic deposits are made to meet Check21 requirements/standards. All payments are closely monitored and processed the same day received.

Corrections that are necessary, as a result of errors made by the Contractor, related to misapplied payments and insufficient fund charges to customers shall be corrected at the Contractor's expense, including but not limited to labor hours, fees, etc. All data and processing problems, such as delayed payment processing, delayed files and deposits, and any other concerns that may impact service level commitments and the instructions outlined in this RFP or subsequent contract shall be reported to the City's Utility Billing Manager immediately upon identification.

Bank Up is responsible for all aspects of quality assurance and quality control, and compliance with the Scope of Services that constitutes a part of the contract.

IMPLEMENTATION

As quality is integral to an implementation, Bank Up tests and validates all components before operation. Effective functioning of all system elements is tested and verified before Go-Live. Accounting and banking verifications and procedures ensure that system accuracy is maintained on an ongoing basis. The following paragraphs describe processes and procedures we employ to ensure timely, efficient and effective implementation and ongoing accurate processing.

Bank Up assigns a dedicated implementation team to each new client and follows well-established procedures to ensure successful implementation of accurate, reliable processing capability. As part of the implementation process, project requirements are defined, verified and confirmed. Project set up follows a contractual Scope of Work, which may be adjusted if agreed by the Client. Periodic status meetings ensure progress and communication. Programming elements, the image cash letter, reformatter and image archive set-up, are tested and validated before the system goes live.

These elements are currently in operation, so implementation risk is zero.

OPERATION

The Bank Up system assures accuracy by applying proven, reliable remittance processing technology to accurately scan, reconcile, post, and deposit remittances. Payment processing is conducted in a constantly supervised environment, with production management being available any time, as needed.

Payments are extracted and scanned, transforming documents from paper to electronic form. Bank Up assures documents are not omitted from scanning because the FLEXRPS system matches checks with coupons to ensure none are overlooked and that amount totals match. Non-stub checks and check-only batches are totaled separately to ensure no items are omitted from scanning. Once scanned, FLEXRPS reconciles all transactions, ensuring that batches tie out and all remittances are processed and deposited daily. Payment scanning utilizes accurate high-volume check transports that deliver high performance, reliability, and image quality.

The scanline provides account and payment amount due data, which is read by the scanner. Scanline integrity is maintained using a Check Digit Routine, which is a single digit result of a mathematical formula used to confirm a value, such as the scanline. A check digit is the result a mathematical calculation that is applied to a series of numbers. The most common check digit routine used in remittance processing is the Modulo 10, or Mod 10. When the bill that is sent to the customer is printed, this routine is performed on the scanline, and a check digit is calculated.

There are two reasons for using a check digit routine:

1. The integrity of the OCR scanline is ensured by using a Check Digit Verification routine.
2. The chance of a misread scanline passing document validation is prevented because of CDV failure.

Payment amount from the check is read by our CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) software and compared with the scanline data. To ensure accuracy, payment data is required to be provided from two sources or validated by a key Operator. If two sources of electronically captured information (scanline and CAR/LAR) are not identical, the operator must validate the information.

In order to control processes and trace specific transactions, Bank Up tracks processing volumes and dollar deposits by batch and by work type (check-plus-coupon, non-stub check, check-only, check-plus-multiple coupon, coupon-plus-multiple check). FLEX tracks batch processing by operator. These data are maintained for quality assurance and audit purposes.

Bank Up trains its operators and emphasizes quality ahead of speed, believing that productivity follows quality. Bank Up's errors are fewer than the 1 in 10,000 industry standard.

J. Implementation

Vendor must have the willingness and ability to process changes and enhancements to payment processing or deposits in a timely manner. The Contractor shall work with the City to develop an acceptance test plan to mitigate any adverse consequences associated with any changes.

The Proposal should discuss the following:

This confirms and augments where applicable the Scope of Services provided.

- 1. Your service level commitment in delivery of exceptions electronically or via mail.** Currently, Bank Up returns exception items to DOU-35th Avenue, via courier every morning, M-F. With our electronic online management tool, exception items would be posted in the Bank Up Image Archive Retrieval (IAR) system for review by City staff. Items can be available for view following Bank Up's key/verification, generally by 1pmPT, and Bank Up will notify the City. Note that the City's current required cut-off time for processing work is 12pmPT. Bank Up uploads the City's payment file and makes the electronic deposit to JPMC by 12pmPT each day, M-F. The turn-around time for our processing of the exception items, based on City staff's input/instructions, would be established between the City and Bank Up, and is most typically 1-3 business days.
- 2. Your service level commitment in the collection of payments from the City's Post Office Box and Pay Stations.** Bank Up's authorized and insured courier picks up mail/payments each business morning from the City's US PO Box (#2770) at 1016 R Street, Sacramento, CA. Should the City re-institute payments at Pay Stations, Bank Up can make arrangements with our courier service, and pass through the associated costs.
- 3. Your service level commitment in the processing of daily payments collected.** Bank Up extracts, scans all checks and payment documents, and electronically processes each payment according to the parameters assigned by the City of Sacramento.
- 4. Describe any innovative approaches that will be used to accomplish the work.** Bank Up will utilize its proprietary payment processing solution, FLEXRPS, a proven, comprehensive remittance processing platform. Bank Up utilizes this platform to process transactions in both the lockbox operations and for the Company's in-house system customers. Innovations include the Image Archive Retrieval system, image upload to Sacramento's Citywide Content Management system, optional billpay intercept capabilities, and integration additional services that the City may implement.
- 5. The project team approach, controls and strategy that will be utilized, including test plans, pre-production testing and sign-off, and the City and Contractor roles and responsibilities during implementation.** Since the system is currently operational, these steps have been completed. Test plans, pre-production testing, and the City's and bank's approval are required elements of successfully implementing any extension or upgrade to the services.

The Proposal also should include discussion of milestones, schedules, work plan and performance reporting.

Service level commitments are set forth under Scope of Services presented under General Lockbox above (page 10). Since Bank Up is currently processing City of Sacramento Department of Utilities remittances, the system is fully tested and operational, so implementation procedures have been completed. Bank Up employs detailed procedures to ensure that each new implementation is completed correctly and on time. Additional material is available if requested.

In the event the City should acquire a new banking institution or a Utility Billing or POS system in the future, the Contractor shall work with the City and its agents to incorporate all documents and automations necessary and perform testing. Bank Up would comply.

- 1. The City is looking to expand its self-pay options to customers using new technology, including but not limited to kiosks, etc. The Proposal should discuss your experience and capabilities with utilizing advanced technology in conjunction with self-pay solutions/products.** Bank Up's strategy is to offer clients full service remittance processing capabilities. We work with partners that offer best-of-breed solutions for self-pay and other forms of remittance not processed by Bank Up. We bring experience integrating remittance solutions and ensuring seamless, full service capabilities.
- 2. The Contractor must provide a document to the City which outlines instructions on use of the Archive database with Electronic Imaging and the online Exception System. This would include but not be limited to functionality rules and a listing and explanation of all functionalities of screens, links and fields.** Bank Up provided the IAR Training Guide when we first implemented, and in February 2020 sent an updated version of the Guide to DOU Staff. For the most recent version of this document, City Staff can reach out to Keith Stevenson: keith.stevenson@bank-up.com
- 3. The Contractor must provide a document outlining all 3rd party vendors, such as a courier service, that will be used in order to perform the requirements of the RFP. The Proposal should discuss this information.** All work, with the exception of courier and shredding services, will be performed by employees of Bank Up. We sub-contract with an insured courier service, Unity Courier Service. Unity transfers unopened remittances from the post office to Bank Up's Alameda processing facility. We have employed Unity for over five years and receive excellent quality courier service. Bank Up utilizes Corodata for secure shredding of payment documents.
- 4. The Contractor shall perform all development, integration, upgrades, maintenance and other services relating to the improvement and advancement of electronic payment processing, the archive database and electronic imaging, the online exception system and any related functionality on a regular and structured basis. The Proposal should describe the Proposer's technical approach to the design of the databases and/or systems that will be utilized within their response, as well as their maintenance and upgrade process and frequency.**

Bank Up utilizes its proprietary FLEX RPS, which is maintained and upgraded by our in-house development staff. Since we develop the software, we ensure that production software is up to date, incorporating all new, tested upgrades. Since we operate the software, we ensure that operating and quality control features are incorporated into development and upgrade plans. Bank Up issues new releases annually, with more frequent upgrades and updates as may be required by changing technology and other business circumstances.

Bank Up's technical approach to the design of the database utilizes Microsoft's SQL relational database, applied to the specific requirements of processing the City's remittances. Bank Up's FLEXRPS has proven its effectiveness and reliability over the two decades it has been operated and upgraded. It utilizes standard core technologies such as Microsoft SQL database technology and powerful, industry-standard Windows-based servers and workstations, and applies specialized programming, processes and rules to meet customers' remittance processing requirements.

K. Contact Information

Contractor shall be required to have a designated point of contact/service representative to assist the City and the City’s customers as needed. In addition, the Contractor shall assign a dedicated Technical Support point of contact and a Project Manager for issues logged, modifications and projects that may arise during the period of the contract.

The Proposal should include the process and contact information necessary for the City to contact the Contractor for technical support or business related assistance 24-hours per day.

LIST OF INDIVIDUALS AND CONTACTS:

Michael Santimauro	CEO	michael.santimauro@bank-up.com	415-235-2460 510-522-9711
Jeff Kirkland	CTO	jeff.kirkland@bank-up.com	510-522-9713
Keith Stevenson	Technical Services	keith.stevenson@bank-up.com	510-522-9715
Rod Gamboa	Production Services	rod.gamboa@bank-up.com	510-522-9716
Denise Pray	Client Services	denise.pray@bank-up.com	510-522-9714
Bank Up Corporation	24-hour support	support@bank-up.com	800-980-8038

L. Facility Location, Disaster Recovery, and Security

The Contractor shall have a disaster recovery plan to ensure that all processing can be completed within the City’s time frames and requirements. The disaster recovery plan shall include but shall not be limited to equipment, personnel, facilities, and transportation back-ups in order to continue service specified under this contract in the event of a disaster or major equipment failures. It is extremely important to the City that all precautions are taken to secure City assets/data. At a minimum provide and ensure that:

1. Original documents must be stored in a secure area.
2. Contractor’s facility shall have automatic fire protection/suppression systems to protect City data within the facility.
3. Contractor’s facility shall have security/intrusion alarms.
4. Contractor has a disaster recovery plan.
5. In the event of a disaster, the Contractor must immediately notify the City of the event and any anticipated delays or impacts to the services provided to the City

Bank Up meets these five requirements. Bank Up is located at: 1320 Harbor Bay Parkway, Suite 180 in Alameda, CA 94502

The Proposal should provide a detailed description of the company's disaster recovery plan, service level commitment and any pricing impacts that may result.

In the event of general maintenance, repair work, and/or a significant disruptive event, Bank Up would contact clients to update them on contact information, new location and status of the business resumption process. The City's primary contact to initiate day-to-day transactions would be Technical Services – Keith Stevenson (keith.stevenson@bank-up.com / 510-522-9715). Secondary contact would be Client Services - Denise Pray (denise.pray@bank-up.com / 510-522-9714). A third point of contact would be Production Management - Rod Gamboa (rod.gamboa@bank-up.com / 510-522-9716). Bank Up also has a 24-hour answering service that can reach staff at any time, with escalation protocols to ensure prompt response: 1-800-980-8038 and support@bank-up.com

- Temporary interruptions would not affect processing since work is performed at our remote site
- At the conclusion of each day's processing, Bank Up backs up and maintains copies of all FLEX client SQL databases, scanning parameters, communications protocols (posting files and ECLs), and processing rules at our secure backup data site in New York
- Bank Up has the following plans to respond to various possible levels of system failure:

1. COMPUTER FAILURE

In the event that the primary remittance processing system fails, the computer can be switched out for a replacement, the FLEX software re-loaded, and production resumed without loss of archived data.

2. SITE UNAVAILABLE

In the event that the remittance processing site is unavailable because of a natural disaster or other event, Bank Up can establish a replacement site at any available location with data communications, including our New York or Texas sites. The replacement site can resume processing utilizing backed up database and system configurations downloaded from Bank Up's New York backup site. In the event that our Alameda site is not available, Bank Up staff would resume processing via Bank Up's New York backup site. The Flower Mound (Dallas), TX site also has the FLEX processing system and staff available to process the City's remittances.

In the event of a significant disruptive event, Bank Up would immediately contact clients to update them on contact information, new location and status of the business resumption process.

Additionally, Bank Up applies system designs and operating procedures that minimize prospect and impact of system failure:

- Standard Hardware Platforms: Bank Up's FLEX Remittance Processing System operates on standard Microsoft Windows-enabled computers.
- Redundant Computers: Bank Up holds redundant workstations and servers.
- Configuration Repository: Bank Up retains a secure repository of clients' scanning parameters, upload file layouts, and electronic cash letter protocols.

- **RAID:** Computers are configured with redundant arrays of independent discs (RAID), so that in the event of system or component failure, data will be retained and can be recovered.
- **Data Backup:** Bank Up's practice is to back up data on the FLEX SQL database regularly to protect transaction data. This is not necessary, however, for the purposes of continuing to process in the event of system failure.
- **System Backup:** Bank Up backs up processing data daily at its secure New York back up site and also maintains back up of SQL database, scanning parameters, and business processing rules at that location.

M. Subcontractors and Assignments

No portion of the work or services, except for courier services, to be provided hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City. Where authorized by the City, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

The Proposal should provide a detailed description of any subcontractor relationships that may exist with your company, including areas of responsibility. Please also disclose any intent or request for use of a subcontractor to perform any part of the scope of work.

Bank Up partners with the following insured subcontractors:

- ACI WORLDWIDE – Bill Concentration services
- UNITY – Courier Services
- CORODATA – Secure Shredding Services/Document Management and NAID (National Association for Information Destruction) Certified

N. Technology

The Contractor will be required to perform the required programming, design, and formatting for lockbox payment processing, file transmissions and remote deposits. The Contractor shall perform all development, integration, upgrades, maintenance and other services relating to the improvement and advancement of systems and functionality on a regular and structured basis. Bank Up has performed these steps and is currently processing the City's utility payments.

The Proposal should describe the Proposer's technical approach to the design and programming of the City's requirements in conjunction with your systems within the response, as well as any maintenance process and frequency. Please provide a flow chart outlining any time schedules for regular maintenance and/or upgrades.

Bank Up configures scan parameters, ECL protocol and upload file formats to meet the City's unique requirements, including image uploads to the City's imaging system. Bank Up upgrades and updates are issued as may be required by changing technology and other business circumstances. Upgrades will generally not affect City operations, as they apply to Bank Up's internal processing. Upgrades affecting

the City's use of Bank Up's Image Archive Retrieval (IAR) could require notification and training of City Staff.

1. Programming

Contractor must be able to provide a 48-hour turnaround on normal individual program modifications to existing programs and for the creation of individual new programs. Contractor must also be able to complete "emergency" changes to existing programs within two (2) days of being notified by City personnel of the need for the change and receiving the change specifications. These changes are minor and occur infrequently. The City understands that mass program changes or the implementation of an entire new system of programs may not be able to be completed in the above time frames. Time frames for programming work of this type will be negotiable but must be completed within a reasonable time based on the scope of the effort and/or agreed target dates. The Contractor shall work with the City to develop an acceptance test plan to mitigate any adverse consequences associated with any changes. Bank Up will meet this requirement.

The Contractor must be able to handle reasonable increases in volume, adjustments to programming specifications and in the number of jobs from the current levels. The City will work closely with the Contractor during the conversion and implemented process to ensure accuracy in Contractor programming tasks. Other methods of electronic data transmission, including the Internet, may be utilized upon mutual agreement between the Contractor and the City. Bank Up will meet this requirement.

Contractor is required to perform a pre-production test run, at the Contractor's facility, of each data file received to ensure that the data received is accurate. Should the Contractor discover a problem with the data, the Contractor shall immediately notify the City's System Support Manager at 916-808-8584 upon discovery of any problem(s). Data on City-supplied media shall not be changed without first consulting with System Support Manager. Bank Up has met this requirement pursuant to ongoing processing and can meet it for new work or changes.

2. Custom Modifications

Contractor must be capable of doing custom programming as needed, with the cost to be negotiated. Bank Up can meet this requirement.

O. Reporting

The Contractor shall provide online reporting capabilities supporting a series of self- service features to include at a minimum:

- **Online payment summary reports;**
- **Online exception reports;**
- **Daily payment transaction detail report;**
- **Document Imaging**
- **Number of payments processed by source;**
- **Amount of payments processed by source;**
- **Number of coupons processed by source;**

- **Total items processed with total dollars received;**
- **Number of residual pieces;**
- **Reporting by date or date range;**
- **Cost savings to the City of Sacramento;**
- **Potential cost savings (provide in detail);**
- **Verification of delivery to USPS when submitting documents via mail.**

The Proposal should discuss your reporting capabilities and ability to meet the requirements listed above, and any reporting frequencies, such as daily, monthly or quarterly.

The Contractor must also provide the City the ability to review individual, group, or entire batches of payments electronically. The following daily reporting must also be provided to the City for all batches:

- **Number of coupons processed**
- **Number of payments processed**
- **Total Amount of payments processed**
- **Number of payment exceptions**
- **Total Amount of payment exceptions**

The Proposal should discuss your reporting capabilities and ability to meet the requirements listed above.

Bank Up currently provides the City each day: Batch Summary, Batch Detail Report, and Billing-Daily Processing Report. Bank Up can discuss and work to accommodate other City reporting frequencies, if necessary.

P. Identity Theft Protection

All customer data is confidential protected data. The City of Sacramento has an Identity Theft Prevention Program for Utility Billing pursuant to the Federal Trade Commission's "Red Flags Rule" (Part 681 of Title 16 of the Code of Federal Regulations), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003 (FACTA). The FACTA requires that financial institutions and creditors implement written programs that provide for identification, detection and response to patterns, practices or activities (called "red flags") that could be related to identify theft.

Under the Red Flags Rule, financial institutions and creditors are required to establish an identity theft prevention program tailored to their size and complexity and the nature and scope of their operations. Service providers, who perform any activity in connection with one or more utility service accounts, must ensure they perform their activities in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. Therefore, the Contractor will be required by contract to:

- **Have a program and/or policies and procedures in place to address identify theft. The Proposal should include your program and/or policies & procedures in proposal submission.**
- **Review the City's Identity Theft Prevention Program (Attachment 7) and report any red flags to the Program Administrator. Compliance with this program is required.**

- **Be responsible for thoroughly screening all employees who have access to City data to ensure City data will not be at risk. The Proposal should discuss your computer and internet security practices.**

Bank Up provides remittance processing services for its municipal, utility and commercial customers, and does not interface directly with individuals remitting payments. Bank Up processes remittances on behalf of its customers, but does not take title to funds or hold deposits for customers. Bank Up does not process outgoing payments.

Bank Up comes into contact with customer identity information limited to: name, address, payment account number, and checking account number.

Bank Up does not receive at any time customer social security number, date of birth, driver license, personal password or other personal information.

The only external access to the FLEX servers is via the FLEX Image Archive Retrieval (IAR). This is an isolated electronic environment where the IAR server, not the client, will build the SQL query and return the results. IP addresses which are not configured in our routers will not reach the IAR server.

Bank Up's secure production environment is closed to outside communication other than encrypted communications with clients and banks. Accordingly, there is no avenue for outsider trespassing or insider diversion of funds.

Bank Up employees, most of whom are long-time employees, undergo background checks.

Bank Up configures Image Archive data for client access in a request-only environment that allows limited notation capability but no ability to write to transaction data. External access to the Bank Up Image Archive is strictly limited to clients' authorized users, whose access is limited to their own data. Security access level controls ensure that only users coming from specific IP source addresses can reach the Image Archive website. Research data is secured in transit via a certificate and 128 bit SSL encryption. Bank Up's Image Archive Retrieval system does not accept port 80 traffic, only port 443 (SSL).

Access for individual IAR users will be configured upon request by an authorized City employee to Bank Up's Client Services.

ALAMEDA, CA PROCESSING FACILITY:

- i. Incoming mail is picked up at the U.S. Post Office and couriered to Bank Up's secure processing facility by secure, insured, TSA-certified courier. The U.S. Post Office releases mail only to authorized representatives bearing photo identification.
- ii. Bank Up staff are screened and supervised. Bank Up's Production Manager is on the production floor each day, and manages/oversees each client's processing and file delivery times that correlate with client expectations.
- iii. Bank Up staff sign confidentiality agreements and security policies with respect to all customer data, and receive periodic training to update and reinforce confidentiality and security practices.

- iv. All processing is conducted in Bank Up's secure processing facility.
- v. Workstations are in supervised areas; operators follow proper user ID and password protocol, and log off when leaving work station areas.
- vi. Documents are securely stored and destroyed, as set forth in the Scope of Services for each client.
- vii. Bank Up's database does not retain customer name or address, other than as images retained in the secure Image Archive.
- viii. Any documents to be destroyed are stored in a locked holding bin within Bank Up's secure processing facility until shredded by certified secure document destruction service.
- ix. Any documents to be retained are maintained within Bank Up's secure facility.
- x. Any documents returned to clients are transported as directed by the client.
- xi. Bank Up has no mechanism in place to allow transfer of funds to any non-customer account.
- xii. Bank Up does not process any type of name or address changes for its clients.

DATA COMMUNICATION AND ACCESS SECURITY

- Remittance processing data resides on servers isolated from outside electronic access except as described below.
- Bank Up runs anti-virus and anti-spyware on workstations and servers daily. Bank Up systems are protected by hardware and software firewalls.
- All outgoing files that contain any personally identifiable data are encrypted using the highest level of security that is available, based on what secure file transmission standards the receiver supports. Protocols used include FTPS with SSL or SSH.
- When it is necessary for the client to be able to initiate the reception of a file, this is accomplished by uploading the file (protected by 128 bit SSL encryption) to Bank Up's SFTP site. The authorized client can then retrieve the file using a standard browser with 128 bit SSL encryption, or can retrieve it using an FTPS command-line client suitable for scripting.
- When the client needs to send a file to Bank Up, such as a daily "derog" file, the customer uses their browser with 128 bit SSL encryption to securely upload the file to Bank Up's SFTP site. Bank Up retrieves the file from the SFTP site, again using a standard browser with 128 bit SSL encryption.
- External access to the Bank Up Image Archive is strictly limited to authorized users. Data is secured in transit via a certificate and 128 bit SSL encryption. Security access level controls ensure that only users coming from specific public IP source addresses can reach the Image Archive website.

RED FLAGS

- Any attempt to electronically enter Bank Up's closed processing network would constitute a red flag. Bank Up IT Staff monitor the network for any breach attempts.
- Any attempt by non-employees to gain access to Bank Up's secure processing environment would constitute a red flag.

Q. Courier Service

The Contractor will pick-up payments daily from this location:

- **U.S.P.S Post Office Box 2770 – 1016 R Street, Sacramento, CA 95811 (Downtown Plaza)**

Bank Up meets this requirement, M-F, excluding Federal Holidays. Please note that in August 2025 the USPS Post Office location for the City's PO Box 2770 changed from J Street to the R Street location above. Bank Up will continue to pick up PO Box 2770 in Sacramento on R Street.

Work Plan and Project Schedule

Provide a work plan and timeline for the project, including when information is needed from the City, proposed meeting dates, and delivery dates for deliverables.

Since Bank Up is currently processing City of Sacramento Department of Utilities remittances, the system is fully tested and operational, so implementation procedures have been completed. Bank Up employs detailed procedures to ensure that each new implementation is tested, completed correctly, and on time.

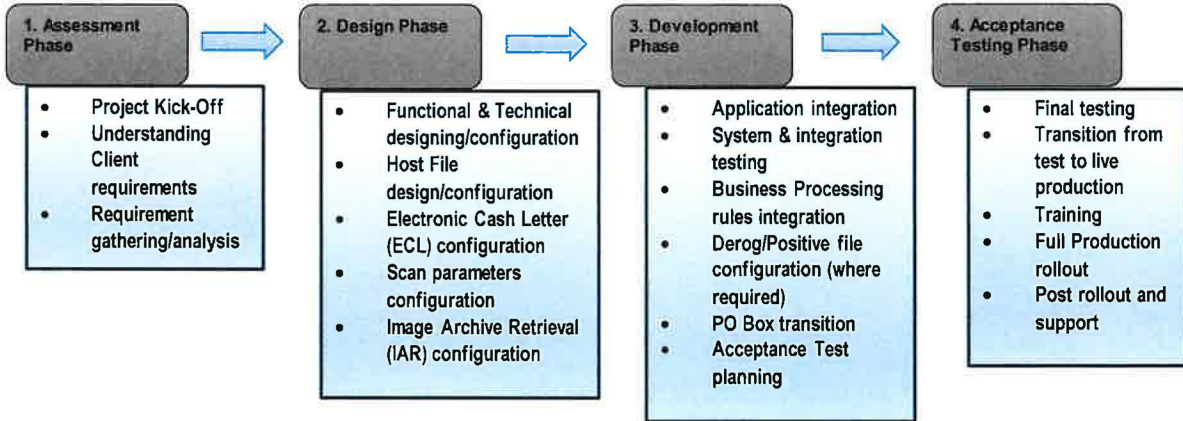
The implementation steps below have already been completed, so Bank Up's objective will be a smooth transition of processing any of the City's additional payments. We will minimize demands on City Staff and avoid interruption in the flow of processing remittances. For reference, the implementation phase includes:

- A. Scan Parameters: Configuration of scanning parameters for the City's coupons by Bank Up technical team.
- B. Image/Electronic Cash Letter: Configuring and testing the Image/Electronic Cash Letter format for daily electronic funds deposit to the City's bank.
- C. Reformatter: Formatting the electronic accounting upload files to be accepted daily by the City's customer information system and image archive.
- D. Business Rules: Establishing business rules for processing payments according to the City's instructions. This includes procedures for acceptance of payments unaccompanied by account information, destruction of paper documents and other routine processing procedures. Bank Up's solution can also allow clients to load a daily positive ("hot") or negative ("derogatory") file. This file may be configured to include (positive file), or exclude (derogatory file), customer account numbers from further processing. Derogatory files may be referred to as "hot files", "stop files", or "derog files", and the process is sometimes known as EIP (Exception Item Pull).

- E. Image Archive Retrieval: Bank Up will configure an image database that will contain images of the front and back of remittance documents, checks and coupons.

The Implementation Steps below illustrate Bank Up’s Lockbox Implementation Methodology:

FLEXRPS LOCKBOX IMPLEMENTATION METHODOLOGY



Bank Up utilizes this methodology because in our experience, it ensures system functionality and minimizes project impact on clients’ operations and resources.

Project Team

Identify the personnel that will be assigned to the project, their credentials, and their experience with similar projects. Include biographies of the leading team members.

Keith Stevenson, Director of Technical Services, Technical Assistance and Support. Keith holds a Bachelor’s degree from the University of California, Berkeley, and will continue to be the primary technical resource to support the City’s lockbox services. He is responsible for Bank Up’s technology, and FLEX implementation and support for customers in the western United States. Keith successfully implemented in-house FLEX installations for Eugene Water and Electric Board, County of San Bernardino, City of Buena Park, California, and UC Berkeley, which included training operators and providing ongoing technical support. He has also implemented all technical elements of remittance lockbox payment processing for the Cities of Berkeley, Calexico, Lodi, Glendale, Petaluma, Reno, Sacramento, Santa Clara, Ventura, the County of Alameda, and GreenWaste Recovery, Inc. Keith brings thirty years of experience in technical operations, implementation, operations and support, and has been employed by Bank Up for over fifteen years.

Technical Services: Keith Stevenson is the primary technical resource to the City’s lockbox services. He is responsible for Bank Up’s technology, and FLEX implementation and support for customers in the western United States. Keith also provides ongoing technical support to the City of Sacramento, post-implementation.

Jeffrey Kirkland, Chief Technology Officer/FLEXRPS Software Developer. Jeff Kirkland will be the secondary technical resource and support Keith Stevenson to define the optimal lockbox set up. Jeff

will provide technical support to the City's lockbox implementation and operations. Jeff's responsibilities with respect to FLEX Remittance Processing System include creating design changes, writing upgrades, integrating FLEX with customers' accounting systems, technical troubleshooting and providing customer technical support. Jeff has been on the FLEX technical team since 1995. He has worked in the remittance processing industry for over 20 years and has been directly responsible for 87 conversions to automated payment processing systems and contributed to another 104. Customers include Lockheed Martin, University of California, GMAC, Department of Defense, PBS, Times-Mirror Publishing, major banking institutions and more than 100 electric utility companies. Jeff has been employed by Bank Up and, previously, by Omega which was acquired by Bank Up, for over 20 years.

Denise Pray, Client Services Manager, Project Coordination and Customer Service. Denise holds a Bachelor of Science Degree in Business Administration from the University of Phoenix. She is responsible for coordinating all of the elements of the implementation plan, maintaining excellent communications with client staff and providing customer service post-implementation. Denise has successfully coordinated implementation and operations of remittance lockbox payment processing for the Cities of Berkeley, Calexico, Glendale, Lodi, Petaluma, Reno, Sacramento, Santa Clara, Ventura, the County of Alameda, and GreenWaste Recovery, Inc., and currently provides customer support as necessary for these customers. Denise brings eight years of item processing with Bank of America and Bank Up, and fifteen years of experience in customer services, and has been employed by Bank Up for fifteen years.

Client Services: Denise Pray is responsible for coordinating all of the elements of the implementation plan, project coordination, maintaining exemplary communications with client staff and providing customer service, post-implementation.

Rod Gamboa, Production Manager. Rod has been Production Manager at Bank Up since 2002. Prior to that he was with First Interstate Bank and later Wells Fargo Bank. His years there included proof transit and check processing. Rod and his staff are responsible for all lockbox production work at Bank Up, including:

- Envelope extraction
- Transaction preparation
- Image capture
- Data entry
- Balancing
- Adjustments
- Data transmissions
- Production statistics
- Billing
- Reporting
- QA/QC

In addition to production responsibilities, Rod also works closely with the Client Services Manager and Technical Services to provide technical support to clients.

Production Operations: Rod Gamboa oversees production operations and contributes to customer support and may assist City staff as questions arise concerning day-to-day operating issues. Rod and his Staff are responsible for all lockbox production work at Bank Up in Alameda, CA.

Automation

Provide documentation certifying that services are provided using fully automated production processes that are capable of tracking each individual bill through the printing, inserting, and mailing processes. Please also describe how you develop, modify, monitor and report on service level targets and performance throughout development, implementation and delivery of maintenance and support services once in production.

Bank Up does not provide bill printing, inserting, or mailing services.

Our clients' remittances are picked up at the USPS by authorized and insured courier, and transported (using a route ID tracking system) to Bank Up's secure processing site in Alameda, CA. All remittance deliveries are logged in, segregated by client, and follow supervised processing steps, extraction, scanning, imaging, and deposit. Each client's work is segregated into batches according to work type: one-check-one-coupon, multiple-checks-one-coupon, multiple-coupons-one-check, non-stub-checks, and checks-only. Bank Up processes follow a clear sequence of processing steps with batch control procedures and work flow patterns to ensure that no documents bypass scanning.

Each item scanned is electronically logged and tracked through the entire process which facilitates research and establishes a complete audit trail. The scanning process requires items to be in Stub then Check order. Items are imaged front and rear. The MICR and OCR zone are read. An initial audit trail (which includes: Process date, Machine number, Batch number, Feed count, Client name) is printed on the back of each item. Once scanned, Bank Up's remittance processing system reconciles checks and remittance documents, producing balanced files that consist of (i) payment files that update customer CIS, (ii) electronic deposit files and (iii) image archive files that may be searched by customers. Accuracy is ensured by requiring two independent sources for amount data, by electronic capture of account data that conform to City parameters or match a list provided by the City, and by Check Digit Routines that ensure accuracy. Check-plus-coupon transactions are required to balance, ensuring all documents are captured and processed. Check-only and non-stub-check batches are verified by separately adding payment amounts and reconciling the total against batch totals scanned. Electronic deposits are made to meet Check21 requirements/standards. All payments are closely monitored and processed the same day received.

Bank Up will continue to utilize the highly reliable imageFORMULA CR-190i Check Transport and Burroughs SmartSource scanners integrated with Bank Up's proven, proprietary FLEX Remittance Processing System currently used to process the City's work. This technology is efficient and highly flexible, able to accommodate significant additional quantities of work. We are not aware of any limitations of its capabilities, as our in-house software engineers can extend its capabilities as well as implement revisions to accommodate changes in standards or technology.

Hardware: Canon CR190i high performance scanners are top-ranked scanners and have exceptional reliability that include the following features: Magnetic / Optical Character Recognition: Canon achieves precise MICR data with: Optimized MICR algorithm MICR data complemented with OCR processing - Utilizes a MICR reader as well as OCR High-Precision Optical Technology: The CR-190i delivers impressive image quality through: One-line CMOS CIS sensor - with three-line parallel data transfer Fine Text Filtering - Binarization that removes patterned backgrounds and enhances edges around text for

sharper images and improved OCR accuracy 1200 dpi optical resolution - For fine print and small details
Up to 300 dpi output resolution - Valuable check information can be precisely reproduced.

Software and Methodologies: Bank Up's FLEXRPS scans checks and coupons, converts paper transaction documents to digital format, and images the front and back of payment documents. Our system captures bank account information from the MICR line of the check and captures/validates CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) payment amount information from the check using image analysis and recognition software. Confidence level thresholds are programmed to compare and validate LAR with CAR. Each item passes through an auto recognition process where data extracted during the capture process will be used to attempt to identify the specific document. If the auto recognition process fails to determine document identity a manual identification window will be presented to operator. Identification of all documents must be obtained. Once document recognition is completed each item will be processed through a set of validation rules that must be met to successfully complete an item. The operator will be presented each field that doesn't meet requirements with a description of why. The validation rules will match the requirements for each field defined in the document description section of this document. All documents will have front and rear images captured. The images will be in a 200 dpi bitonal group 4 tif format.

The Bank Up system assures accuracy by applying reliable remittance processing technology to accurately scan, reconcile, post, and deposit remittances. Payment processing is conducted in a constantly supervised environment, with production management and technical support being available any time, as needed.

Bank Up's FLEXRPS is architected to minimize errors by ensuring two independent sources of payment amount data, which generally holds error rates below the Institute of Financial Operations (IFO) industry standard 1 in 10,000.

Bank Up minimizes system implementation risks by conducting configuration, validation and testing of system components (hardware components, scanline capture, FLEX operation, hostfile upload, ECL generation and acceptance, IAR write and read) before going live with production. Satisfactory results reading test data output to accounts receivable and ECL transmitted to the bank require and demonstrate functionality of all prior steps.

Our processing methods and practices have been in operation, and continually improved since FLEXRPS was introduced in 2002. Operator practices and software features have been developed to ensure quality processing. Bank Up trains its operators and emphasizes quality ahead of speed, believing that productivity follows quality. We review Operator performance and practices regularly, ensuring that production follows quality standards and client business rules. Operator verification is a core component of resolving discrepancies between payment documents. Unresolvable issues are communicated to the client in conformance with the business rules established with each client. Operators and Supervisors escalate any quality issue, question or practice to ensure best practices and continuing Operator training.

Accessibility and ADA Compliance

The City of Sacramento is committed to ensuring all technology solutions, including websites and mobile applications, are accessible to all individuals, including those with disabilities, and comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and applicable web accessibility standards such as WCAG 2.1 AA.

Proposers must include one of the two items below regarding compliance in their response:

1. Accessibility Compliance Documentation: Submit an Accessibility Conformance Report (ACR) or equivalent accessibility compliance report of the proposed solution, demonstrating conformance with WCAG 2.1 AA or the most current applicable standards. For more details, refer to <https://www.section508.gov/sell/acr>

OR

2. Accessibility Implementation Plan

If the proposed solution is not fully compliant at the time of submission, describe the specific actions, timeline, and resources that will be dedicated to achieving compliance during implementation.

B. Current Accessibility Compliance Levels (e.g. WCAG 2.0, 2.1, 2.2 A/AA/AAA, Not Compliant)

C. Any known exception or limitations and steps being taken to address these issues and timeline

Additionally, describe how accessibility will be maintained post-launch, including periodic testing, system updates, and remediation procedures.

Failure to provide adequate information regarding accessibility compliance may result in disqualification or lower evaluation scores. The selected contractor will be held accountable for ongoing compliance with all Accessibility Requirements and may be subject to corrective action, payment withholding, or termination for noncompliance.

Bank Up understands and seeks to adopt WCAG 2.2 AA as a target for all of our processing sites. Bank Up is prepared to engage our SOC auditor, AuditOne LLP, to ensure that our solutions are in compliance as an outsourced processor of the City's payments. We will also ensure that our solutions are aligned with required legal and best practices for ADA. Should the City require that Bank Up adjust our online solutions to ensure best practices, we will work with the City to implement those practices. All Bank Up solutions utilize compliant technologies for adherence to current accessibility requirements. Our objective is to ensure that our solutions enhance usability for all.

Attachment 8 – Conflict of Interest Form

Conflict of Interest Form

Conflicts of interest may occur, whether directly or indirectly, when an employee, officer, board member, or volunteer of the Applicant is related to, married to, involved in an intimate relationship with, or are living with an employee or elected official of the City of Sacramento or if any of these individuals have an ownership or financial interest in the organization applying for funding.

While a conflict of interest may not disqualify the applicant from entering into a contract, any potential conflict of interest must be disclosed to the City Manager, or authorized designee, when the application is submitted and before an agreement is executed.

Applicant acknowledges the following:

1. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant, is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
2. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant has a financial or ownership interest in the Applicant's organization, and that person is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
3. Applicant shall disclose the names of any employees, officers, board members, or volunteers, who may give rise to a conflict of interest in the proposal when submitting the application.
4. Failure to disclose a conflict of interest, or potential conflict of interest, will be deemed a material misrepresentation by the Applicant.

Bank Up Corporation does not have any actual, apparent, or potential conflicts of interest regarding this RFP/project.

Name: Bank Up Corporation

Agency: _____

Signature:  _____

ATTACHMENT 1 TO EXHIBIT B



CITY OF SACRAMENTO – DEPARTMENT OF UTILITIES

Schedule of Fees - Utility Payments Lockbox Processing

LOCKBOX SOLUTION	BASIS	FEE AT CURRENT VOLUME
Lockbox Implementation Fee	One Time	Waived
Transaction Fee – Automated with OCR Scan Line includes Addition of Post Mark Date to Image Archive Repository and Daily ECL Deposit	Per Transaction	\$0.23
Lockbox Maintenance Fee	Per Month	\$50.00
Multiple Payments	Greater of Check/Remittance	\$0.23
Check and List Transactions	Number of Manually Keyed Accounts	\$0.325
Daily Electronic File Transmission to CIS	Fixed Monthly Fee Per File Containing Payment Data	\$162.50
Exception items – Includes Access to Bank Up Exception Decisioning Module	Per Exception	\$0.325
Electronic Check Deposit to Sacramento Utilities Depository Bank	Per Check	Waived
Fax/Copy	Per Page	\$1.00
Creation and Daily Upload of Image Repository/Image Archive Data through Contract Term (Includes up to 5 users)	Per Month	\$162.50
**USPS PO Box Rental in Sacramento (paid directly by SAC-DOU)	Per Year	At Cost
*Courier/Mail from Sacramento USPS to Bank Up Processing Site	Per Day	At Cost
Technical Services/Programming Changes Post Implementation	Per Hour	\$163.00
Minimum Fee	Per Month	\$750.00
eLOCKBOX SOLUTION (Optional)	BASIS	FEE
Implementation Fee	One time	Waived
Electronic Check Intercept Fee	Per Check	\$0.15

*Courier Fees include the daily, M-F, pick-up from the USPS-PO Box #2770 with delivery to Bank Up in Alameda, and the PM pick-up of the City's Exception Package in Alameda with next business day AM delivery to DOU-35th Avenue, M-F. Average # of processing days per month is 22.

**DOU's PO Box #2770 – Caller Service was \$2362.00 for August 2025 to August 2026.

Pricing of the Schedule of Fees will be guaranteed for the initial 3-year term of this agreement. Prior to the subsequent 1-year extensions, Bank Up may make a formal request to the City for permission to adjust our pricing based on the then current Western Regional Consumer Price Index (CPI).

FEE DEFINITIONS

Implementation Fee:

Included in the Implementation Fee is the specifications development, programming, testing and all aspects of the implementation including interfacing with bill presentment, CIS/billing and depository bank for a new Check 21 file.

Lockbox Maintenance Fee:

Included in the monthly lockbox maintenance fee is document preparation, auditing and secure document storage and destruction.

Transaction Fees:

Transaction Fees include extraction of all mail received, sorting payments and batches, scanning, processing, imaging all payment documents (checks and remittance coupons) and generating and uploading the daily payment file for the Client. The Fee is per transaction. Transaction Fee also includes Daily and Monthly reporting at no additional charge.

The Transaction Fee applies to any of the following:

Check and remittance coupon with scanline.

Multiples are transactions containing multiple remittance coupons and/or checks. Bank Up will charge the Client for the greater of checks or remittance coupons.

Check Only Transaction for electronic deposit only. No payment data is uploaded.

Check and List Transaction:

A payment consisting of a check and a check skirt or other media that requires keying of the account number from the media.

Exception Items:

Exceptions are defined as payments that cannot be processed electronically through the Bank Up high-speed automated scanning equipment, but require additional handling and keying or may be returned to the Client as requested. Exceptions are typically managed on the same day of processing through the Bank Up web-enabled Exception Decisioning Module. Exception items are presented each day and posted to the Bank Up Customer Service Interface in order for decisioning by the Client. Exceptions are made available in this module via a secure Internet connection.

Electronic Check Deposit:

Checks are prepared for deposit to the Client's depository bank account using the defined image data posting file. A balanced Check 21 X9.37 Image Cash Letter (ICL) of all processed checks is delivered to Client's depository bank each day for downstream processing and clearing.

Electronic Payment File:

Processed remittance information is made available via an electronic payment file to the Client's billing system each day in order to update Accounts Receivable. The payment file is balanced to the Image Cash Letter.

Customer Service Interface:

Bank Up will archive and provide web-enabled secure access to all images of processed documents within its Microsoft Azure cloud-based solution for the duration of the contract with the Client. Bank Up will provide access to up to five (5) users for the fixed monthly fee. Additional fee will apply for additional users.

Technical Professional Services:

These are typically provided after the implementation process and regular processing is underway. These additional modifications and enhancements will be subject to the Client's approval of a written Statement of Work (SOW). These services may include change to the Image Cash Letter bank deposit, payment posting file, custom report development, etc.

File Transmission:

Fixed monthly fee per file containing payment data or images which includes ICL (Check 21 file), AR, and/or account validation file of account numbers to be processed containing derogatory or positive pay data either sent or received.

Courier/Mail Fees:

This pass through expense is managed by Bank Up. Bank Up will accommodate from which USPS payment pickup is requested. (i.e Sacramento, CA USPS will be utilized for same-day delivery of payments to the Bank Up Alameda, CA processing site).

eLockbox Solution:

See attached Scope of Services for description of this solution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801-5373 License#: 6009644 BUSIREC-01	CONTACT NAME: Sarena Wold PHONE (A/C, No, Ext): 408-387-5200 E-MAIL ADDRESS: swold@acrisure.com FAX (A/C, No): 5418241153												
INSURER(S) AFFORDING COVERAGE													
INSURED Bank Up Corporation 1320 Harbor Bay Pkwy #180 Alameda CA 94502	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Evanston Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 35378</td> </tr> <tr> <td>INSURER B: Hiscox Insurance Company Inc.</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER C: At-Bay Specialty Insurance Company</td> <td style="text-align: center;">19607</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Evanston Insurance Company	NAIC # 35378	INSURER B: Hiscox Insurance Company Inc.	10200	INSURER C: At-Bay Specialty Insurance Company	19607	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: At-Bay Specialty Insurance Company	19607												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 1302897456** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2AA437119	8/20/2025	8/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B B	Cyber Professional Liability Crime			AB-6743666-03 P100.441.084.11 UC25471896.25	6/1/2025 8/5/2025 9/9/2025	6/1/2026 8/5/2026 9/9/2026	Per Occurrence 50,000 Each Claim 1,000,000 Per Occurrence 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Business Personal Property: 2AA437119 - \$380,000 Combined Limit - 08/20/2025 to 08/20/2026

Evidence of Insurance.
 Reference ID (Vendor ID): Z378304, Organizational Unit: City of Sacramento, CA -> Finance - 06001011, Agreement Name: Revenue Lockbox Services, Agreement Number: 2015-1424. The City of Sacramento-REVENUE, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are named as Additional Insured with respects to General Liability as required by written contract.
 MEGL 0009-01 09 18 - Blanket Additional Insured

CERTIFICATE HOLDER City of Sacramento 915 I Street Sacramento CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$500 (Check box if fully earned)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

26K6

DATE (MM/DD/YYYY)
03/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 833-506-1544	FAX (A/C, No):
EMAIL ADDRESS: work.comp@trinet.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indemnity Insurance Company of North America		43575
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 TriNet Group, Inc. L/C/F BUSINESS RECOVERY SERVICES, INC. DBA Bank Up Corp.
 1 Park Place, Suite 600
 Dublin, CA 94568-7983

COVERAGES
CERTIFICATE NUMBER: 15952574

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEC <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C73350220	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage is limited to worksite employees of BUSINESS RECOVERY SERVICES, INC. DBA Bank Up Corp. through a co-employment agreement with TriNet HR III, Inc. List of additional covered entities under the above policy:
 dba Bank Up Corp.

CERTIFICATE HOLDER
 CITY OF SACRAMENTO
 915 I ST RM 1201
 SACRAMENTO, CA 95814
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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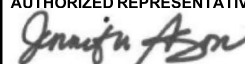
PRODUCER Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801-5373 License#: 6009644 BUSIREC-01	CONTACT NAME: Dominique Cosio PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dcosio@acrisure.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B : At-Bay Specialty Insurance Company</td> <td>19607</td> </tr> <tr> <td>INSURER C : Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : At-Bay Specialty Insurance Company	19607	INSURER C : Hiscox Insurance Company Inc.	10200	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Hiscox Insurance Company Inc.	10200													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Bank Up Corporation 1320 Harbor Bay Pkwy #180 Alameda CA 94502														

COVERAGES **CERTIFICATE NUMBER:** 1621006927 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBAAS3K30	4/27/2026	4/27/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C C	Cyber Liability Professional Liability Crime Liability			AB-6743666-03 P100.441.084.11 UC25471896.25	6/1/2025 8/5/2025 9/9/2025	6/1/2026 8/5/2026 9/9/2026	Per Occur/Aggregate \$2,000,000 Each Claim 1,000,000 Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Reference ID (Vendor ID): Z378304, Organizational Unit: City of Sacramento, CA -> Finance - 06001011, Agreement Name: Revenue Lockbox Services, Agreement Number: 2015-1424. The City of Sacramento-REVENUE, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are named as Additional Insured with respects to General Liability as required by written contract.
 MEGL 0009-01 09 18 - Blanket Additional Insured

CERTIFICATE HOLDER City of Sacramento 915 I Street Sacramento CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$500 (Check box if fully earned <input checked="" type="checkbox"/>)
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Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.


All other terms and conditions remain unchanged.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
[Michael Santimauro \(May 13, 2026 10:48:31 PDT\)](#)

Title: CEO

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: