RESOLUTION - ACTION REQUESTED 2021-561

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: RTL Remittance Processing Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Five Year Agreement with RT Lawrence Corporation for Tax Bill Payment Processing in an Amount Not to Exceed $67,000; and Authorize the Board of Supervisors Chair to Sign the Agreement: Approve Budget Action Increasing the Fund Balance and Appropriations in the Tax Collectors Cost Budget in the Amount of ($40,950) for the First Years Expense.

In 2019 Mariposa County purchased the Megabyte Property Tax System. One of the advantages to the system was the ability to use new technology to streamline current processes. One process that can be streamlined is payment processing. The attached agreement is from RT Lawrence Corp. (RTL). RTL is an integrated scanning and posting system that uses Optical Character Recognition to capture account information and payment data from the tax bill stubs and checks and then matches them to the tax system for posting. Mismatches are rejected and staff can then work to correct the problem. In addition to posting payments to the tax system, the data is also converted to a “Check 21” file for electronic posting to our bank. This will eliminate the need to scan them at the time of deposit to the treasury desk.

The initial payment is $40,950 which covers software, hardware, installation and one year of maintenance. There will be an ongoing annual maintenance charge for the remainder of the agreement.

This system is used by a majority of the Megabyte counties and is highly recommended.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously supported Agreements for services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. The department will post tax payments manually.

FINANCIAL IMPACT:
Budget Resolution Attached

ATTACHMENTS:
RTL Remittance Processing Agreement (PDF)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
## BUDGET ACTION FORM

<table>
<thead>
<tr>
<th>FUND</th>
<th>Dept</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
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<tr>
<td>3390</td>
<td>108</td>
<td>49999</td>
<td>Beging Fund Balance</td>
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<td></td>
<td>(40,950)</td>
</tr>
<tr>
<td>3390</td>
<td>108</td>
<td>60421</td>
<td>Equipment</td>
<td></td>
<td></td>
<td>40,950</td>
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<tr>
<td>001</td>
<td>0104</td>
<td>414-1090</td>
<td>GENERAL CONTINGENCY</td>
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### TOTALS

<table>
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<tr>
<th>TRANSFER BETWEEN FUNDS</th>
<th>DEBIT</th>
<th>CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTALS

Action Requested: (Check all that apply)

- [X] Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

- [ ] Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

**Justification**: A remittance processor with improve efficiencies in the tax collection process.

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**Dept Head Signature**: [Signature]

**Date**: 9/20/2021

**Approved By Res No.**: 21-561

**Clerk**: [Signature]

**Date**: 10-5-21

**Department**:  

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Budget Revision Form Revised 07/2000

12164
AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project this 6th day of October, 2021, by and between Mariposa County, as “Client,” and RT LAWRENCE CORPORATION, hereinafter referred to as “Contractor.”

WITNESSETH that Client and Contractor have mutually agreed as follows:

A. SECTION 1 – AGREEMENT DOCUMENTS
The Agreement consists of the terms herein, Attachment A, “RTLFiRST Remittance Processing Solution Proposal”, which is attached hereto and incorporated herein by reference, and any addenda in the future which is agreed upon in writing by the parties, and which is attached hereto and incorporated herein by reference.

B. SECTION 2 – SCOPE OF WORK
Contractor agrees to sell to Client and the Client agrees to purchase from Contractor the equipment, accessories, licenses, training, services and maintenance enumerated in Attachment A. For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the foregoing in a competent and professional workmanlike manner in accordance with industry standards.

C. SECTION 3 – CHANGES IN WORK SCOPE
No additional amounts shall be paid to Contractor by the Client for services or material not included in this Agreement without the prior written approval of the Client.

D. SECTION 4 – PAYMENT
Contractor agrees to receive and accept the payments as set forth in Attachment A as payment in full for the scope of work furnished under Section 2. Said payments shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Agreement; and also including those arising from action of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Contractor shall send all billings to the Client as follows:

<table>
<thead>
<tr>
<th>CLIENT NAME:</th>
<th>Mariposa County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Keith. Williams</td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>PO Box 247</td>
</tr>
<tr>
<td>Address Line 2:</td>
<td>Mariposa, CA 95338</td>
</tr>
</tbody>
</table>

Total cost to Client shall not exceed the amounts stated in Attachment A. Terms of payment shall be as stated in Attachment A.
E. SECTION 5 – INSURANCE REQUIREMENTS

1. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers’ compensation, or to undertake self-insurance in accordance with the provisions of that code, and represents, warrants, and certifies compliance with such provisions.

2. Minimum Scope of Insurance: Coverage shall be at least as broad as:
   a. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
   b. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

3. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
   a. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
   b. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retentions:
   Any deductibles or self-insured retentions must be declared to and approved by the Client in writing. At the option of the Client either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Acceptability of Insurers
   Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Client.

6. Verification of Coverage
   Contractor shall furnish the Client with original endorsements effecting coverage required by this section. The endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Client in writing before work commences. Client reserves the right to require Contractor’s insurers to provide complete, certified copies of all required insurance policies at any time.

7. Contractor shall not receive any compensation until all insurance provisions have been satisfied.
F. SECTION 6 – INDEMNITY
Notwithstanding the insurance requirements set forth in Section 5 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of Client, or any third parties, caused by or resulting from Contractor’s negligence or willful misconduct in performing services hereunder. Contractor shall defend and hold harmless and indemnify the Client and its associated companies and their respective officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor’s negligence or willful misconduct in performing this Agreement.

G. SECTION 7 – RECORDS

1. Ownership. Client specific plans and specifications, not including Contractor’s own product plans and specifications, prepared under this Agreement shall be delivered to, and shall become the property of the Client.

2. Maintenance. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its offices at all reasonable times for three (3) years from the date of final payment under this Agreement, for inspection by Client and copies thereof shall be furnished, if requested.

H. SECTION 8 – ASSIGNMENT
Contractor shall not assign any portion of the work under this Agreement without the prior written approval of Client.

I. SECTION 9 – INDEPENDENT CONTRACTOR
At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Client. Client shall not have the right to control the manner and means by which Contractor’s services are rendered pursuant to this Agreement; however, Client shall have the right to review the Contractor’s work product, results, and advice.

J. SECTION 10 – LICENSES AND PERMITS
Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply the scope of work under the Agreement, including but not limited to equipment and software. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the scope of work under this Agreement.
K. **SECTION 11 – NOTICE**
When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

<table>
<thead>
<tr>
<th></th>
<th>CONTRACTOR</th>
<th>CLIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>RT Lawrence Corporation</td>
<td>Mariposa County</td>
</tr>
<tr>
<td>Attention:</td>
<td>John Phillips</td>
<td>Keith Williams</td>
</tr>
<tr>
<td>Title:</td>
<td>Director of Payment Solutions</td>
<td>Treasurer – Tax Collector – County Clerk</td>
</tr>
<tr>
<td>Address:</td>
<td>7740 Painter Avenue, Suite 100</td>
<td>PO Box 247</td>
</tr>
<tr>
<td>City/State/Zip Code:</td>
<td>Whittier, CA 90602</td>
<td>Mariposa, CA 95338</td>
</tr>
</tbody>
</table>

L. **SECTION 12 – GOVERNMENT LAW**
The Agreement shall be governed by the laws of the State of California excluding its conflicts of law provisions.

M. **SECTION 13 – INTEGRATION**
This Agreement contains all of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

N. **SECTION 14 – AUTHORITY**
Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

O. **SECTION 15 – DURATION AND TERMINATION**
This Agreement shall remain in effect from October 1st 2021 to October 1st 2026 or until (1) terminated by mutual written agreement of the parties; (2) terminated upon thirty days written notice of a party in the event of an uncured material breach by the other party; or (3) terminated upon sixty days written notice by a party at any time for any reason, whichever occurs first. In the event of termination due to an uncured material breach by Contractor, Client shall owe no additional amounts hereunder, including any amounts outstanding.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first herein above written.

CLIENT
MARIPOSA COUNTY

Name: Marshall Long
Title: Chairperson
Date: 10/07/2021

CONTRACTOR
RT LAWRENCE CORPORATION

Name: Mr. Wingloon Lawrence Tong
Title: CEO/President
Date: 10/08/2021

Approved as to Legal Form:

Steven W. Dahlem, County Counsel
Mariposa County
Attachment A
Remittance Processing Solution Price Proposal
### Pricing

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>1st Year Price</th>
<th>Support</th>
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<tbody>
<tr>
<td>CAN-CR190i II</td>
<td>CR-190i II Check Transport (Automatic Document Feeder, 3 Output Pockets, MICR/OCR Reader, Built-in Imprinter)</td>
<td>1</td>
<td>$3,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5357B001AA</td>
<td>1 Year ECarePack for CR-190i Advance Exchange Program</td>
<td>1</td>
<td>$399.00</td>
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<tr>
<td>0616b002aa</td>
<td>Ink Cartridge for Canon CR-190i</td>
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<tr>
<td></td>
<td>Freight Charges</td>
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<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
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<td><strong>$3,000.00</strong></td>
<td><strong>$399.00</strong></td>
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**Mitek**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
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<th>Support</th>
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<tbody>
<tr>
<td>Mitek-VLK</td>
<td>E-Key License (1 Million Checks/Year)</td>
<td>1</td>
<td><strong>$4,500.00</strong></td>
<td><strong>$900.00</strong></td>
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</tr>
<tr>
<td>Mitek-DR</td>
<td>Mitek Business/Disaster Recovery - 50k Images</td>
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</table>

**RTLFIRST Software**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>1st Year Price</th>
<th>Support</th>
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</thead>
<tbody>
<tr>
<td>SCN-00</td>
<td>Scan Module - for Canon CR-190i II Scanner</td>
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<td><strong>$2,000.00</strong></td>
<td><strong>$300.00</strong></td>
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<tr>
<td>PRC-00</td>
<td>RTLFIRST Process Module</td>
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<td><strong>$450.00</strong></td>
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<tr>
<td>MOP-00</td>
<td>1st Operation - Property Tax</td>
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<td>Incl</td>
<td><strong>$113.00</strong></td>
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<tr>
<td>SVR-00</td>
<td>One-Operation Specialist/Verification (1 User) Concurrent License</td>
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<td><strong>$2,000.00</strong></td>
<td><strong>$300.00</strong></td>
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<tr>
<td>VRF-00</td>
<td>One-Operation Verification (1 User) Concurrent License</td>
<td>1</td>
<td><strong>$1,000.00</strong></td>
<td><strong>$150.00</strong></td>
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<tr>
<td>CUS-LKPL</td>
<td>Real Time Lookup (Lookup by acctn &amp; by name,address) for Property</td>
<td>1</td>
<td><strong>$2,750.00</strong></td>
<td><strong>$495.00</strong></td>
<td></td>
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<tr>
<td>MOP-00</td>
<td>2nd Operation - Treasury</td>
<td>1</td>
<td>Incl</td>
<td><strong>$113.00</strong></td>
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<tr>
<td>SVR-00</td>
<td>One-Operation Specialist/Verification (1 User) Concurrent License</td>
<td>1</td>
<td><strong>$1,000.00</strong></td>
<td><strong>$150.00</strong></td>
<td></td>
</tr>
<tr>
<td>VRF-00</td>
<td>One-Operation Verification (1 User) Concurrent License</td>
<td>1</td>
<td><strong>$1,000.00</strong></td>
<td><strong>$150.00</strong></td>
<td></td>
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<tr>
<td>CUS-LKPL</td>
<td>Real Time Lookup (Lookup by acctn &amp; by name,address) for Treasury</td>
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<td><strong>$2,750.00</strong></td>
<td><strong>$495.00</strong></td>
<td></td>
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<tr>
<td>FVW-Web-01</td>
<td>fiRSTView Web (1 User License)</td>
<td>1</td>
<td><strong>$4,000.00</strong></td>
<td><strong>$960.00</strong></td>
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<tr>
<td>CHK 21-001</td>
<td>Check21/ICL Processing Module (Image Exchange)</td>
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<td><strong>$675.00</strong></td>
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<td>CHK 21-IMS</td>
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<td>RTL-MB</td>
<td>RTLFIRST Link to Megabyte</td>
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**Supplies & Accessories**

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<th>List Price</th>
<th>1st Year Price</th>
<th>Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTLFIRST &amp; fiRSTView Training Manual (Qty 1 each)</td>
<td>1</td>
<td>Incl</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
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<td><strong>$0.00</strong></td>
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**ATTACHMENT A**

**RTLFIRST Remittance Processing Solution Proposal with Canon CR-190iII Check Transport**
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTL Services</td>
<td>$5,000.00</td>
<td>Planning, Implementation, Installation, Testing &amp; Training Services</td>
</tr>
<tr>
<td><strong>See Support Notes Below</strong></td>
<td></td>
<td>2nd Year Support: $6,128.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Year Support: $6,312.36</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4th Year Support: $6,501.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5th Year Support: $6,696.78</td>
</tr>
<tr>
<td>Goodwill Discount</td>
<td>-$3,000.00</td>
<td>PROJECT GRAND TOTAL: $35,000.00</td>
</tr>
<tr>
<td>Travel Expenses (See below travel notes)</td>
<td></td>
<td>Plus applicable taxes</td>
</tr>
</tbody>
</table>

**Pricing is valid for 30 days from date of proposal**

**Payment Terms**
- 40% of Project Amount due at the Time of Order: $14,000.00 + tax
- 35% of Project Amount due upon Installation: $12,250.00 + tax
- 25% of Project Amount due upon Completion: $8,750.00 + tax
- 100% of 1st Year Support due upon Completion: $5,950.00 + tax
- **2nd Year Support onwards will be billed on an Annual basis; a month before the Annual Support due date**

**Proposal Notes:**
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **Processor:** The RTLFIRST Processor function will run on the host remittance and imaging server.
- **Server:** Host remittance and imaging server is required. This is a client provided server and is NOT included in main solution quoted.
- **RTLFIRST & its Imaging Archival module FiRSTView utilizes MS SQL Server.**
- **Verification & Imaging Stations:** Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quoted.
- **Check21 Solution General Notes:** Client must notify its bank(s) of its intent to generate ICL/Check21 files through software provided by RTL and provide RTL with the bank specifications and required values for file setup.
  - Pricing, fees and options for depositing via Check 21 are negotiated directly by the client with their bank(s). Bank contract must be signed with the bank prior to RTL beginning implementation.
  - ICL/Check21 files will be generated by the client, using RTL provided Check21 application. File(s) generated will be transmitted directly to the bank(s) from client’s location.
  - Check 21 file transmission options are provided by the bank(s). Client will determine their preferred option. RTL does not provided file transmission recommendations or software for file transmission.
  - RTL will coordinate with client and bank to define the testing plan and submission of testing files.
  - Check21 components quoted are for use with a remittance back office system. Additional use of this module for other purposes, such as (but not limited to), converting front counter captured items may require purchase of additional licenses, software components, and services.
- **Check21 Module:** This includes Image Exchange Module License, Image Quality Module, and Endorsement Module. This also includes working with clients ONE primary bank on ICL file structure (x9.37 file format) conformance and testing.
• RTL recommends Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
• C21 PC Specs: It must have Windows 2000 Professional/Windows 7 (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFiRST 6.0 version required.
• Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC.
• Real Time Lookup: RTLFiRST offers a 2-command/function real-time lookup feature. The 2-commands allow for real-time searches against the client's account management system using either an "Exact" search or a "Wildcard" search. An Exact Search uses a search using the Account Number or other value(s) which will lead to an exact match of a single record. A Wildcard Search performs searches using one or more fields like name or address, which may lead to multiple matches. Client understands that the client's IT staff or 3rd-party vendor will be providing the 2 stored procedures or web services to be called by RTLFiRST. Client and RTL staff will work together to define the specific search criteria and return fields, but client maintains control over how the data is queried.
• Service: Pre-implementation services include remote install of the system on the remittance processing solution designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
• Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.
• Travel: ***Travel expenses will only be charged if Mariposa County elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.

Hardware Notes:

Canon CR 190i II
• Hardware Lead-Time: Please note that the order needs to be placed 4 weeks prior to date of install.
• Canon Hardware: Canon CR-190i II requires a pc and that is not quoted in this proposal.
• Font Requirement: Client's scan line needs to be an OCR-A / OCR-B font to use the Canon CR-190 Check Transport.
• Hardware Support: Effective date of the maintenance agreement will begin at the end of the 90 day factory warranty which went into effect on date of installation. Depot Maintenance will be provided. Should the unit cannot be repaired over the phone or WebEx. A loaner will be sent 2nd Day Air delivery; or Overnight available at extra charge.
• Freight: Shipping of hardware equipment to Client's facilities
APPENDIX A

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

• The services quoted herein are based on the approved and signed contract between RTL and client.
• Since our proposal is the existing RTLFiRST solution, RTLFiRST’s inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to “how” our function should work or flow, screen designs, field requirements, reports, or database design for this project. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review our RTLFiRST solution for you to determine its suitability. Functions’ descriptions do not contain specifics on “how” the functions should flow, screen designs, field requirements, reports, or database
• The RTLFiRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.
• Any change in features requested by client is subject to review by RTL design team and may result in additional charges.
• This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.
• RTL is installing directly to the “new production server”. RTL is not installing to a test server first and to a production server next. Test Environment System is included in the above quoted solution.
• RTL is installing the RTLFiRST system to the client’s production server. Pre-implementation services include remote install of the system on the remittance processing system’s designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite or remote installation on client end.

The following are notes concerning the project timetable.

a. Upon award of contract, RTL’s implementation team will work with client to determine official implementation date. A Project Implementation Plan for an overview, installation and milestones will be provided during the kick-off meeting between RTL and Client. The onsite implementation date, if there’ll be any onsite, will be agreed upon by both client and RTL.

b. This project and its pricing are for one continuous project lasting approximately 8-12 weeks. Unless explicitly agreed upon by RTL and client before the start of the project, there will be additional costs to the client if the project is broken up into phases such as when most of the deliverables are implemented within the initial project timeline then continued for completion 6 months later (for example) due to client related reasons. Any feature NOT installed at the initial time of deployment will NOT be included without extra cost. If RTL has substantially completed its portion of the project and customer, for any reason, is NOT ready to complete the project and go live; then, all remaining payments (no matter the payment terms) shall be immediately due. Any deviation from this must be in writing, signed by the customer and RTL.

c. The client must provide for remote connection to the designated PCs/server to facilitate remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.

d. Our project timeline is set for 12 weeks assuming that hardware arrives in the 8th week. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.

e. The Business Process Review (as described in the proposal) is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry “best practices.” It is our goal to meet the client’s system requirements within the scope of the existing features of the RTLFiRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.
Appendix A continued...

f. **Onsite Date Change/Change Fee:** Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:

   i. Client’s request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to onsite date).
   ii. Client provided hardware is not available.
   iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client’s financial institution’s readiness).
   iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If, a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit).

g. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed $850 per day plus $150 per day travel costs. This includes:

   i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech’s extension or supplemental visit.
   ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client’s side.
   iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in initial Project Implementation Plan.
   iv. System changes not requested on original project BPR.

h. Should there be a change in onsite schedule; client is responsible to pay **50% of the project deposit at the time of installation** (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.

i. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL’s project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

   • The following are notes concerning the Travel Details:
     a. Travel: ***Travel expenses will only be charged if client elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.
     b. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to “postpone” onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians’ schedules are pre-arranged to meet other clients’ needs hence “extending” their stay may not be an option and a secondary installation visit would be required at a later time. When that happens, we will provide a price quotation for your approval which would include additional travel and onsite services cost at rates already mentioned herein, in the above bullet points.

Signature: ___________________________ Date: ___________________________
Printed Name: ___________________________ Title: ___________________________

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