

**Request for Proposal
Electronic Payment Processing Services**

The County of Lassen is seeking a qualified firm to provide electronic payment processing services. Proposal packets are available on the Lassen County website at <http://www.co.lassen.ca.us> or may be picked up at the Lassen County Tax Collector's Office, 220 S. Lassen Street, Suite 3, Susanville, CA 96130. Please call 530-251-8221 for additional information.

Sealed Proposals plainly marked "RFP-Electronic Payment Processing Services" will be accepted at the Lassen County Administrative Office, Attn: Regina Schaap, 221 S. Roop Street, Suite 4, Susanville, CA 96130, on or before Wednesday, February 28, 2018 at 4:00 pm, at which time they will be publicly opened and read in the conference room at the above address. Proponents will be notified in writing of contract award no later than March 12, 2018.

Lassen County reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids.

For the County of Lassen

Nancy Cardenas
Treasurer /Tax Collector



REQUEST FOR PROPOSAL (RFP)

ELECTRONIC PAYMENT PROCESSING SERVICES

**Nancy Cardenas, Lassen County Treasurer-Tax Collector
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Proposal Due Date: February 28, 2018

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**COUNTY OF LASSEN
REQUEST FOR PROPOSAL
ELECTRONIC PAYMENT PROCESSING SERVICES
Lassen County Treasurer-Tax Collector
Susanville, California**

1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document, address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for any clarification needed before the final due date for questions.
- ✓ Immediately inform the County of any problems with this solicitation.
- ✓ Be complete in the response.
- ✓ Submit all responses by the required dates and times.

2) INTRODUCTION

The County of Lassen is seeking a qualified firm to provide electronic payment processing services that will integrate with the County's current and future payment processing systems.

The purpose of the RFP is to secure the services of a qualified firm to process credit card, debit card, and electronic funds transfer (EFT) payments via the internet, mobile device, telephone interactive voice response (IVR) and multiple point of sale (POS) locations.

The County of Lassen intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposal (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's professional services contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) termination of contract under certain conditions; (5) indemnification of the County; (6) approval by the County of any subcontractors; and (7) minimum appropriate insurance requirements.

3) BACKGROUND AND OVERVIEW

The County has numerous departments utilizing various service providers to process credit card, debit card, and electronic funds transfer (EFT) payments via the internet, mobile device, telephone interactive voice response (IVR) and multiple point of sale (POS) locations.

4) SCOPE OF SERVICES

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below: Contractor shall provide County with a comprehensive, web-based electronic payment system, which

shall be a fully developed application that has the ability to index, extract, and display all payment information and collect various types of payments to be held in trust and transferred to County as stipulated herein. Contractor services shall include electronic payments made via IVR and phone-based customer service, accessible via a toll-free number, as well as payments made via mobile platforms.

County shall have the ability of activating electronic payment options for customers using point of sale (POS) or other online payment methods. The County's Master Fee Schedule for fees charged at different departments may be changed from time to time and Contractor shall accommodate such changes, accordingly.

Contractor's website and system provisions shall be PCI compliant and meet all industry standards for a secure payment environment. Contractor shall guarantee that payment system shall be distinctly separate from County and that no privacy and/or personal information shall migrate or trespass from any user to any County system or website.

Contractor's site and system provisions shall have an expected uptime in excess of 99%.

Contractor shall provide standard reports to County at no additional fee or cost. These reports shall be available to the County Treasurer/Tax Collector, Auditor/Controller and any County Department using the payment system. County shall be able to request additional customized reports that shall be provided to the County Department at no additional cost or fee.

Contractor shall transfer payment files on a daily basis. While next day credit will be a valued service consideration during the selection process, Contractor shall deliver payments to County **no later** than the 3rd business day following, but not including, the day of the transaction by means of an electronic funds transfer (EFT) to County's designated bank account.

**MONDAY TRANSACTIONS 9:00 PM PST WILL POST TO COUNTY ACCOUNT BY
THURSDAY 9:00AM PST.**

Contractor shall construct payment posting for County synchronized to Pacific (standard/DLS) time such that the day's postings are from 3:00 AM EST (12:00 AM PST) to 2:59AM EST (11:59 PM PST). Contractor shall post to County account(s) the exact amount of actual receipts in hands of Contractor at time of posting. Contractor shall deliver, by email, fax or US Mail, written claim form to County with documented proof of overpayment promptly to County to obtain individual authorization for any ACH debit from County's settlement bank account. Examples of valid overpayments include: duplicate payments; payments refunded to User by Contractor and discrepant payments once verified. **Contractor shall NOT offset any overpayments from future payment amounts due to County.**

Should a payment be received by County in error, County shall contact Contractor by the end of the next business day to begin the refund process of the payment.

Contractor shall contact contracted County contacts prior to ANY changes or testing being made to the payment system, its interaction, deliverables, timelines or timeliness, or any material alteration that may be perceived or have any consequence to the County and/or County Departments using the payment system in any manner in accordance with County Contact List incorporated herein. In the event that Contractor is not certain of the implication of a change, Contractor shall contact County and allow County to be prepared in the event there is a consequence.

Contractor shall provide *at a minimum* one day (8 hours) of over the phone or other remote training methods for County staff. This training session shall include setup, report creation/modification, local

management of County Department payment center requirements, payment tracking, refunds excluding ACH debits, and trouble-shooting using Customer Service or Contractor Reports if needed. Ongoing support shall include follow-up to all of the above, access to a Help Desk and a dedicated Account Manager. Additional training and/or reports shall be provided as required. Contractor shall provide at least 30 days of close oversight to the new application of the Payment System, and any additional electronic service implemented, such as recurring electronic payments. **Contractor shall provide, at no additional cost, in person support to County should all remote methods of correction fail during training and/or setup.**

Contractor shall continue to accommodate the requirements of the County Treasurer/Tax Collector Department for identifying each processing department's daily electronic receipts and ensure that it integrates seamlessly with each County Department's system during Contract term. There shall be ongoing compliance with all requirements developed in conjunction with this unique application. As part of the required Scope of Services, the ongoing obligations shall be as follows (please comment if this is a negotiation point for your firm):

Description	YES	NO	COMMENT
Contractor shall be compatible with and interface online payments with departmental systems. All compatibility shall be coordinated and handled between Contractor and such systems' providers, and shall be at no cost to the County unless separately disclosed and negotiated.			
Any changes, testing or modifications shall be done in conjunction with County Departments and/or each department's software provider.			
Contractor shall be able to handle all types of online/phone/mobile electronic payment applications.			
Clarification of transaction costs shall be provided to the User at the point of sale, highlighting the convenience fee with an option to void the transaction. Information on how to pay by other methods will also be made available at the point of sale.			
Transactional environment shall be auto-filled on the County's system or online portal, then transferred to Contractor's payment gateway upon User clicking the "Pay by Credit Card" or "Pay by e-check" icon.			
All User personal information shall be kept from entering County site.			
The Contractor's Mobile application/service is included in this contract at no additional cost.			
Contractor agrees there will be no fee debits to County bank account; all charges must be directly billed.			

Contractor shall provide annual evidence of PCI Compliance			
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Contractor and County acknowledge that during the period of this contract, technology and systems may advance significantly.

County Departments that desire to use Contractor's services for a web-based electronic payment system may be added to this agreement by a written and duly executed amendment.

Equipment purchased from Contractor, such as pin pads, will be serviced by Contractor as deemed necessary by County. Defective units will be shipped for repair and a replacement unit sent via overnight delivery through arrangement with Contractor's Support Team (contact phone number to be provided by Contractor).

Termination Amendment: County agrees that Contractor will be given 30 days' written notice of any dissatisfaction on the part of County, and will be given at least a 30-day opportunity to cure any problems or disagreements. Because of the complex nature of the service provided and the programming needed to set up the service, which is provided free of charge by Contractor, County agrees that it will endeavor to allow Contractor a reasonable time period to implement any programming changes needed to improve service or meet standards, up to an additional 90 days. This clause in no way impairs the County's or the Contractor's legal ability to terminate the contract with or without cause, and without penalty, with 30 days' written notice.

Any written correspondence or notice and invoices shall be sent as follows:

<u>County</u>	<u>Contractor</u>
Lassen County Treasurer-Tax Collector 220 S. Lassen St. Ste. 3 Susanville CA 96130	TBD

5) FORMAT FOR PROPOSALS

Responses to the Request for Proposal must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (foldouts are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. **The County shall receive all Submissions no later than February 28, 2018 at 4:00 PM.**

The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

- Submissions shall contain one (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper.
- One (1) electronic copy shall also be provided in email, CD or thumb drive format.
- Submissions shall be in the order noted below.
- Submissions may also include color and foldout charts and graphs.

○ **Mandatory Content and Sequence of Submittal:**

- i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.
- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Respondent's Experience Summary shall be a maximum of eight pages (not including resumes) in length. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Please provide a comprehensive narrative history of the firm and its experience in providing electronic payment processing to government municipalities, counties and departments.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies, including Lassen County, wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number and email address.
 - Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- iv) Firm Capabilities shall be a maximum of six pages entitled "Firm Capabilities", and shall include a description of the proposing Respondent's resources for successfully developing and completing this project. (Resources can include firm's stability, staffing, support services, product quality/availability, method of delivery, etc.) Explain the firm's ability to integrate online/IVE/phone payments with different software systems used by County Departments. Tell us about your report functions, and provide examples (daily/monthly/quarterly/annually).
 - Answer the questions listed on the Questionnaire (Exhibit A). Answers will be utilized in the evaluation/selection process as they apply to each area of the criteria.
 - v) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on the transaction activity for all applicable County Departments and using the pricing grid provided below. Respondent shall provide an itemized breakdown of all costs associated with electronic payment processing that are not disclosed on the pricing grid. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the specific purpose and the anticipated total number of hours should be included along with a not-to-exceed price for the project.

The cost portion of the proposal shall be for a firm price that identifies a breakout of the pricing for each element of the proposed project, using the following grid:

Pricing Grid:

Credit Card Convenience Fee (User Paid)	Credit Card Convenience Fee (County Paid)	E-Check/ ACH Fee (User Paid)	E-Check/ ACH Fee (County Paid)	Chargeback/ NSF Checks (County Paid)	Fully Encrypted Pin Pads with EMV Reader
		Per transaction	Per transaction Billed monthly	\$__ each (first __ free)	Price per pin pad/mthly fee

List any monthly service charges or other costs that are **not** included above.

- vi) Draft Scope of Services shall be identified as “Attachment III – Scope of Services” for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the services they will perform, and should be substantially in the form of the sample Scope of Services provided in this RFP beginning on page 4. Should there be any tasks that are expected to be performed by the County; these should also be clearly described as County tasks in the Draft Scope of Services. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Services.

County Contact Person:

Submit one (1) signed, unbound original and three (3) complete copies of the submittal to:

Lassen County Administrative Services
 Attn: Regina Schaap
 221 S. Roop Street, Suite 4
 Susanville, CA 96130

Nancy Cardenas, Lassen County Treasurer/Tax Collector, will serve as the County’s contact person for this project who will also respond directly with the Contractor’s project manager for questions, inquiries, and coordination. **Please send questions and inquiries by email only to ncardenas@co.lassen.ca.us. Verbal and phone inquiries will not be answered. Questions must be submitted no later than 5:00 PM on February 13, 2018.**

Exhibit A

Questionnaire – Lassen County RFP for Electronic Payment Processing Services

6) SUBMITTAL EVALUATION / SELECTION PROCESS

The selection committee may include representatives from a variety of County departments. The criterion for selecting the Contractor is provided below:

- (1) Experience and References. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- (2) Reporting and System Integration Capabilities. Does the designated firm have the qualified and experienced staff needed to perform this job, including systems integration and effective reporting?
- (3) Cost. Is the cost competitive and does processing methodology (no bank account debits, etc.) match County needs?
- (4) Services and Compatibility. Does the firm understand the issues and has it developed a relevant and effective approach?

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References:	15%
Reporting and System Integration Capabilities:	30%
Cost:	40%
Services and Compatibility:	15%
Total:	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the Contractor. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation/demonstration may be web-based.

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of services, terms and conditions and pricing with the prospective firms as a part of the selection process.

7) COUNTY NOTICES

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Lassen County, including all documents associated with the project, shall become the exclusive property of Lassen County.
- B. Lassen County reserves the right to:
 - 1. Reject any or all submittals;
 - 2. Request clarification of any submitted information;
 - 3. Waive any informalities or irregularities in any qualification statement;
 - 4. Not enter into any contract;
 - 5. Not to select any firm;
 - 6. Cancel this process at any time;
 - 7. Amend this process at any time;
 - 8. Interview firms prior to award;
 - 9. Enter into negotiations with one or more firms;
 - 10. Award more than one contract if it is in the best interest of the County;
 - 11. Issue similar RFPs or RFQs in the future; or
 - 12. Request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Lassen County.

8) DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

9) **TIMING AND SCHEDULE**

All responses to this RFP must be submitted on or before 4:00 p.m. on February 28, 2018

Description	Date
Solicitation Publication	1/30/2018
Final Date to Submit Questions and Requests for Clarification	2/13/2018
RFP Submittals Due	2/28/2018
Evaluation Completed	3/06/2018
Award of Contract	3/12/2018

Vendor List for Electronic Payment Processing RFP

January 30, 2018

Jet Pay Payment Services
316 S. Baylen St. Ste. 590
Pensacola FL 32502

PayGov.US
5144 E Stop 11 Ste 17
Indianapolis IN 46237

Point and Pay
110 State ST. E Ste. D
Oldsmor FL 34677

Heartland Payment Systems
3197 Harvest Moon Dr
Palm Harbor FL 34683