9333333333333333

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

DEPARTMENT OF FINANCE

**RFP # 14-9623-6EF**

**October 8, 2014**

**REQUEST FOR PROPOSAL FOR A TURNKEY SOLUTION FOR CREDIT CARD**

**PAYMENT RECEIPT PROCESSING AND ELECTRONIC BILL PRESENTMENT**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide Credit Card Payment Receipt Processing and Electronic Bill Presentment Services for the County of Henrico in accordance with the enclosed specifications and terms included herein. The submittal consisting of the **original proposal, one (1) electronic copy of the proposal on CD and eleven (11) additional hard copies** marked, **“CREDIT CARD PAYMENT RECEIPT PROCESSING AND ELECTRONIC BILL PRESENTMENT”** will be received no later than **2:00 p.m., October 31, 2014** by:

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://www.henrico.us/purchasing.**](http://www.henrico.us/purchasing.)To download the (IFB or RFP), click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to:  **fal51@henrico.us**

Time is of the essence and any proposal received after **2:00 p.m., October 31, 2014** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division Office, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Board of Supervisors.

**\*\*\*Technical questions concerning this Request for Proposal should be submitted to Janice Bartlett,** **bar10@henrico.us** **and Eileen Falcone,** **fal51@henrico.us****, no later than 12:00 p.m. (noon) October 16, 2014.\*\*\*\*\***

Very truly yours,

 Cecelia H. Stowe, CPPO, C.P.M.

 Purchasing Director

Eileen Falcone

 Senior Purchasing Officer

1590 E. PARHAM ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

**REQUEST FOR PROPOSAL FOR CREDIT CARD**

**PAYMENT RECEIPT PROCESSING AND ELECTRONIC BILL PRESENTMENT**

**COUNTY OF HENRICO, VIRGINIA**

**I. INTRODUCTION:**

1. The intent of this Request for Proposal (“RFP”) and resulting annual contract is to obtain the services of a qualified firm for the purpose of providing turnkey Credit Card Payment Receipt Processing and Electronic Bill Presentment for the County of Henrico, as specified in this RFP.
2. The County shall transition from its current system of credit card payment processing on January 1, 2015. A full implementation of electronic bill presentment is required no later than August 2015.

**II. BACKGROUND**

Henrico County, Virginia is the third largest county in the Commonwealth of Virginia and is located in the Metropolitan Richmond area. It features a land area of approximately 245 square miles, and consists of both highly developed urban and suburban areas, and undeveloped agricultural and forest land. The County’s population stands at 318,158.

Multiple Departments will utilize the services provided under this contract which include but is not limited to:

* Department of Finance – Revenue Division, Real Estate Division and Treasury Division
* Department of Public Utilities
* Division of Police
* Department of Community Development – Permit Center
* Public Libraries

**Compliance with Law**

The Successful Offeror must comply with all relevant sections of the Virginia and Henrico County Codes dealing with bill presentment and payment of taxes and fees, including without limitation Va. Code § 58.1-3912.  The Successful Offeror must also comply with Federal, State and local laws and regulations dealing with confidentiality and privacy of information, including without limitation Va. Code § 58.1-3.  The Successful Offeror must ensure that its systems and processes comply with the Virginia Security for Public Deposits Act (Va. Code §§ 2.2-4400 - 4411) that requires all public funds be deposited with a qualified public depository (approved for County funds as required by Va. Code § 15.2-620) and secured with eligible collateral.

**Credit Card and Payment Receipt Processing**

Henrico County accepts credit/debit cards (VISA, MasterCard, American Express and Discover) and electronic checks (eCheck) for personal property taxes, real estate taxes, business licenses, utilities, parking tickets, dog licenses, false alarm fees, permit fees, building inspection fees, elevator certificates, animal protection fees, police fees and library fees from both residential and commercial customers.The County accepts payments at the following locations:

 Eastern Government Center Western Government Center

 3820 Nine Mile Road 4301 E Parham Road

 Henrico, VA 23223 Henrico, VA 23228

Hours of operations at these locations are from 8:00 a.m. to 4:30 p.m. Expansion of Credit Card acceptance to other departments within the County is under consideration. A schedule of revenue and transactions for calendar year 2013 is attached as **Attachment F**. Credit card statistics for multiple fiscal years are attached as **Attachment G**.

Nearly 80% of credit card payments made to the County in 2013 were web based. Over the counter payment options began in mid-November 2013. The contract payments collected for the last two fiscal years for personal property tax, real estate tax, utility bills, parking tickets and business licenses are as follows:

 FY 2012 $11,337,988 67,013 transactions

 FY 2013 $13,203,098 75,392 transactions

Parking tickets and business licenses were added in FY 2013. Dog licenses, planning fees, building inspection fees, false alarm fees, elevator certificates, animal protection fees, police fees and libraries were added in FY 2014.

Henrico County is seeking to continue to expand payment options to customers via electronic methods in addition to the traditional lockbox and in person payment. A cash payments option at local retail outlets is another option under consideration by the County.

Currently all payment types require daily files be provided. The daily files provided for personal property taxes, real estate taxes, utilities and false alarm fees are uploaded and integrated into existing systems.

Due to the nature of the business operations for dog licenses, animal protection and police fees, over the counter credit card payments are the only method currently accepted.

The County utilizes a separate processing method for over the counter pin-based debit cards. This service is provided by the County’s banking contractor which is currently Branch Bank & Trust Company (BB&T). Therefore this payment method should not be included in your firm’s proposal submission.

The current contract for Automated Credit Card Payment Processing is with Official Payments Corporation. Services provided under this contract are in Attachment H.

**Electronic Bill Presentment**

The County does not currently have a system for electronic bill presentment. The County is looking to implement an opt-in electronic billing services to include links for electronic payment options as well as a system for online account balance look-up and billing and payment history to be viewable using a secure access method.

**III. SCOPE OF SERVICES:**

The Successful Offeror shall provide all labor, materials, and supervision to provide the following services during the term of the contract awarded pursuant to this RFP.

1. **Credit Card and Payment Receipt Processing**
2. The Successful Offeror will be required to be PCI DSS compliant at the highest level required by the industry and maintain the current certifications and have a recent SSAE16 Type I or II report on file.
3. The Successful Offeror shall provide an electronic system that allows County customers to use a credit card, pin-less debit cards and e-checkby using the telephone as a data processing terminal, using interactive voice response (IVR), the Internet (web and mobile) and web based point of sale at the counters in the County departments via the web.
4. The Successful Offeror shall provide a method to accept cash payments owed to the County through local retailers.
5. The Successful Offeror will be required to accept payments made by MasterCard, Visa, American Express, Discover Card, and pin-less debit cards. The Successful Offeror shall validate the customer before a payment is accepted for processing. Other types of credit cards may be accepted if mutually agreed upon by the County and the Successful Offeror.
6. The Successful Offeror will be required to accept e-checks. The Successful Offeror shall verify the checking account number is a valid account number and has a positive balance. It is not required to verify sufficient funds are available.
7. The Successful Offeror will have an **Interactive Voice Response (IVR) system**. The system shall include the following minimum requirements:
* Accept telephone payments through use of IVR.
* Provide toll free number for customers to access the system.
* Provide clear instructions for customers when utilizing the system.
* Prompt customer for information that must be entered from their bill.
* Provide customer with a transaction or confirmation number after the payment process is completed for tracking and verification purposes.
* Accept optional email address to send payment confirmation receipt.
* Provide ability to transfer customer to live operator who can assist with payment process and answer customer questions.
* Customers are to be informed as to any convenience fees charged to them for use of this service.
* Customer must accept convenience fees in order to complete the transaction.
1. The Successful Offeror shall provide mobile applications. Offerors shall provide information on applications available within their product. Apps shall be at no cost to the customer when using this service.
2. The Successful Offeror must provide fraud protection services including but not limited to:
* Address Verification Service, Street Number, Zip Code
* Card Security Verification Services
* Real-time authorizations
1. The Successful Offeror must be fully compliant with PCI DSS current standards and shall provide PCI DSS compliant encrypted swipe card readers that are capable of reading both swipe and chip credit cards.The Successful Offeror must provide a minimum of twenty-eight card readers and provide pricing for the County to purchase additional credit card readers as needed.
2. The Successful Offeror must provide unique merchant id’s, accept payments for the following product types and be able to expand the types of payments that are currently offered if requested by the County:
* Personal Property Taxes
* Real Estate Taxes
* Dog Licenses
* Utility Charges
* Parking Tickets
* False Alarm Fees
* Business License
* Planning Fees
* Building Inspection Fees
* Elevator Certificate Fees
* Animal Protection Fees
* Criminal Records Fees
* Library Fees
1. The Successful Offeror shall have an established secure website for all **Internet Payments**.The Successful Offeror shall understand and agree that at some future point the County may provide a database of eligible customers (positive file) to the Successful Offeror for validation of the transaction. The website shall include the following minimum requirements:
* Provide accessibility as a direct link from the bill presentment to payment.
* Supply the County with the necessary URL to access the website.
* At a minimum the site must be secured by the industry standard for financial services. (including SSL encryption).
* Website needs to present a mobile optimized view for common smart phone and tablet devices.
* Website shall be available twenty-four (24) hours per day, 365 days per year or industry standard up time.
* Website shall have a minimum access rate of 95%. Access rate shall be defined as the percentage of customers successfully accessing the web site on the first attempt and completion of the transaction.
* Provide clear instructions for customers when utilizing the system.
* Prompt customer for information that must be keyed from their bill.
* Provide capability for customer to make multiple payments for a variety of tax and/or or fees in a shopping cart environment which eliminates the need to re-enter customer information for each payment type processed.
* Provide customer with a transaction or confirmation number after the payment process is completed for tracking and verification purposes.
* Provide payment confirmation by email to customer.
* Provide customer option to login to the system at any time to confirm payment was submitted.
* Provide printable screen that displays the actions taken and the transaction and confirmation number.
* Provide online chat capability in order to obtain assistance with the payment process and answer customer questions.
* Customers are to be informed as to any convenience fees charged to them for use of this service.
* Customer must accept convenience fees in order to complete the transaction.
1. The Successful Offeror must be able to process **Web Based Point of Sale** transactions in a secure environment over the counter from various County departments. The web based point of sale system shall include the following minimum requirements:
* Supply the County with the necessary URL to access the website.
* At a minimum the site must be secured by the industry standard for financial services. (including SSL encryption).
* Website shall be available twenty-four (24) hours per day, 365 days per year or industry standard uptime.
* Website shall have a minimum access rate of 95%. Access rate shall be defined as the percentage of customers successfully accessing the web site on the first attempt.
* Website needs to present a mobile optimized view for common smart phones and tablets.
* Provide clear instructions for County staff when utilizing the system.
* Prompt County staff for information required to complete transaction.
* Provide capability for County staff to make multiple payments for a variety of tax and/or or fees in a shopping cart environment which eliminates the need to re-enter customer information for each payment type processed.
* Provide County staff with a transaction or confirmation number after the payment process is completed for tracking and verification purposes.
* Provide payment confirmation by email to customer and the option to print a receipt at the counter.
* Provide County staff the option to login to the system at any time to confirm payment was processed.
* Customers are to be informed as to any convenience fees charged to them for use of this service.
* Customer must accept convenience fees in order to complete the transaction.
1. The Successful Offeror must be able to provide overnight files to the County’s IT Department in a format that can be uploaded to existing County software (Format dependent on product type). Interfaces include the following systems:
	* PCI RBS for taxes
	* False Alarm system
	* Advance Utility Systems CIS for Utilities

In addition, the Successful Offeror must be able to add new product types, when requested by the County, where files can be developed with unique data specific to the new product types.

1. The Successful Offeror shall provide the County daily report(s) of all payments received. The report(s) will provide a separate detailed list of all of the payments by product types and each payment method (IVR, POS, and Internet) and will provide a total for each payment method. The report(s) will be transmitted or be able to be exported in a variety of formats including Word, Excel, CSV, etc. and transmitted to the County electronically by no later than 6:00 A.M. or at another mutually agreed upon time the morning following receipt of the payments. At the option of the County, the daily report(s) may be transmitted in other formats mutually agreed upon by the County and the Successful Offeror.
2. **The Successful Offeror will clearly inform the customer when they use the service of the amount of any add-on fees prior to customer completing the transaction. Any transactions or processing fees charged by the Successful Offeror will be charged as a separate item to the customer and will not be transmitted to the County.**
3. The Successful Offeror will deposit funds from processed payment transactions into the County’s bank account, via ACH credit or other acceptable method, the day following receipt of payments or at any other time mutually agreed upon by the County and the Successful Offeror.
4. The County will receive the full amount of the payment to be applied to the designated customer account.
5. Charge backs and/or reversals will be sent to the County separately via invoice for approval and remittance, as the County does not allow ACH debits from its accounts.
6. The Successful Offeror will provide marketing services at no cost to the County, including assistance with designing flyers, posters, banners, brochures, assistance designing and setting up links to the Successful Offeror’s web page from the County’s web site, and assistance setting up the information customers will hear when they call the toll free number. The Successful Offeror shall be capable of allowing the County to do some branding or customizations for the look of the website visited by Henrico County customers. For marketing and promotional materials, the Successful Offeror shall identify their ability to provide at no cost to the County.
7. The Successful Offeror must have electronic reporting capabilities available for use by County staff. Reporting should include the following minimum requirement:
* Provide local system administration for the County to manage users, manage secure passwords, manage user roles and manage report defaults.
* Provide online viewing of pending transactions by the different payment channels, payment methods and the type of transaction.
* Provide the ability to search for a transaction by multiple search items such as amount, payer information, account, confirmation number, payment method and type of payment.
* Provide a quick search option to quickly enter information when searching for a transaction.
* Provide the ability to view multiple reports online.
* Provide reports where the headings can be rearranged to customize the look of the reports.
* Provide online reports that are exportable to multiple formats such as pivot tables, excel spreadsheets, .csv files, etc.
* Provide the ability to schedule reports.
* Provide the ability to view details of transactions from online reports.
* Provide reports including, but not limited to: Pending Transactions, Settled Transactions Detail, Settled Transactions by Batch Summary, Credit Card Chargeback, E-Check returns, Transaction History, Transaction Search, and Custom Reports.
* Provide the ability to request refunds from online system.
* Provide user instruction on the online system.
* Provide customer support contact information on the online system.
* Provide communication of new features, events and important information on online system.
1. **ELECTRONIC BILL PRESENTMENT**
	1. The Successful Offeror shall provide electronic bill presentment and payment services. These services would be utilized for the presentment and payment of Real Estate and Personal Property tax bills. The County may request additional bills/invoices presentment during the period of the contract. The electronic bill presentment system shall include the following minimum requirements:
* Provide secure electronic self-service process for customers including authentication for security purposes.
* Provide self-service account management to include opting in for paperless bills, viewing the bill online and providing account statements including bills and payments.
* Payment for this service shall be provided by acceptance of online credit card, ACH (eCheck) payments as well as to availability for the customer to establish an ACH debit payment schedule.
* Customer shall have the capability to review their statement electronically.
* Allow customers to view previous year’s billings and payments for real estate and personal property taxes.
* Provide capability for customer to make multiple payments for a variety of tax and/or or fees in a shopping cart environment which eliminates the need to re-enter customer information for each payment type processed.
* Provide customer ability to update accounts or make changes to customer managed account.
* Provide customer email notifications such as payment reminders, turn off notices and other general information
	1. Technical Requirements
1. The County is seeking a hosted solution for bill presentment and payment processing.

1. The Successful Offeror must maintain secure storage for all taxpayer payment information. The Successful Offeror must be compliant with all applicable laws and regulations, and must provide an annual certification that the Offeror’s system is PCI DSS compliant. Henrico County is committed to protecting our taxpayer’s confidentiality and the Offeror shall have the same level of commitment.
2. The Successful Offeror must comply with the Federal E-Signature Act for paperless billing and auto-pay by providing a system in which a customer must confirm enrollment in paperless billing and/or auto-pay by responding to an email sent after taxpayer selects paperless billing and/or auto-pay through online self-service. The customer must be able to opt-in to paperless billing for each product type: Utilities, Real Estate and Personal Property. The system must be able to verify the customer is allowed access to the account.
3. The Successful Offeror’s solution should have web APIs for integration with the county's current tax billing system which is a windows based application using SQL Server 2008 database. These API's would be used to provide customer, account, billing and payment information in a combination of batch and real-time interfaces required to present accurate billing and payment information..
4. The Successful Offeror shall have the flexibility to extend its platform for integration into our website or future customer portal through use of API’S or Web Services.
5. The Successful Offeror shall use PCP and FTP for exchange of transaction data for ACH batches and meet all NACHA standards.
6. The Successful Offeror shall be compliant with Sarbanes Oxley and maintain compliant cyber trust audits.
7. The Successful Offeror's solution should also have the flexibility to allow Henrico County to designate the authentication method(s) or criteria used for customers to locate, pay electronic bills and/or review billing and payment history online.
	1. System Requirements
8. All payment processing fees shall be passed on to customers at the time of payment. In addition, the Successful Offeror shall have the ability to present an acknowledgement (i.e. a check box) that the customer MUST accept before they can make a payment which includes a payment processing fee or service fee. Each payment must clearly present any payment processing or service fees paid; related to the bill payment transaction. The County currently accepts Master Card, Visa, American Express and Discover.
9. Payments by credit/debit cards, over the counter and electronic check must be able to be processed online using a one-click method.
10. Payments must be transmitted to the County at least daily to be applied to the tax accounts. The daily payment cutoff must occur at 11:59 p.m.
11. **All public funds must be deposited with a qualified public depository (approved for County funds as required by Va. Code § 15.2-620) and secured with eligible collateral (See Virginia Security for Public Deposits Act Va. Code §§ 2.2-4400 – 4411).**

1. The system must have the capability to verify the validity of credit cards and bank routing numbers.
2. The system must allow the taxpayer to pay multiple bills in the same transaction, for example, Real Estate and Person Property Taxes.
3. The system must maintain an audit trail to track each payment transaction.
4. Daily payment files must be in a format acceptable to the respective billing systems
	1. Presentment Requirements
5. Service must include features that promote the adoption of paperless billing.
6. The system shall provide email notification capability for, invoice payment receipt, upcoming auto payment, upcoming scheduled payment, failed auto payment, failed scheduled payments, scheduled payment confirmation, auto payment registration and confirmation, paperless registration and confirmation, late fee notice, ACH rejects, credit card expiration and taxpayer registration. In addition, the system must allow configurable email notification scheduling based on a date or number of days from due date.
7. The system must provide a simple self-service means for taxpayers to sign up for paperless billing or discontinue paperless billing and go back to a paper bill; without the involvement of Henrico County staff.
8. The service must offer an integrated process so that paperless tax bills can be filtered out of the print file.
9. The service must automatically re-enroll taxpayers to receive a paper bill; if the taxpayer’s e-mail notification rejected as undeliverable. If an e-bill taxpayer’s e-mail is rejected, a paper mail notice must be sent to notify the taxpayer that their e-mail has been rejected and they will now be automatically re-enrolled in paper billing. This notification must be mailed out within 24 hours of the rejection. The County must also be notified of this rejection within 24 hours in order to create the paper bill.
10. Online Customer Access

The electronic bill presentment system shall include the following minimum requirements for customer access and use:

* Electronic billing notifications must provide a link that transports the taxpayer to a secure site which will be branded as Henrico County.
* At a minimum the site must be secured by the industry standard for financial services. (including SSL encryption)
* Website needs to present a mobile optimized view for common smart phone and tablet devices.
* Website shall be available twenty-four (24) hours per day, 365 days per year or industry standard up time.
* Customer online access must be easy to use and have intuitive navigation.
* Customer must be able to identify that the online access is secure.
* Customer will have the option to: register by creating an account or signing in, view and print a bill, view history, process a complete or partial payment, be able to sign up for auto-payment, make scheduled payments, elect to go paperless, submit requests via e-mail for assistance, all from the same user interface.
* Payment confirmation must be displayed online at conclusion of payment transaction and customer must also receive a “Thank you for your payment” email confirmation immediately after payment authorization.
* Print screen button should appear on the payment confirmation screen, giving customers a self-serve option to print payment receipt/confirmation.
* Allow for multiple payment methods and allow alternate credit cards to be setup for payment.
* Allow for customer to store credit card information or process a one-time payment.
* Notify customer to update their credit card information 60 days prior to their credit card expiration date and again at 30 days prior to expiration if the customer information has not updated.
* Include customer account management features and provide access to at least 36 months of rolling invoice and payment history from the point of first invoice file upload on the system.
* Key data should be updated in real time while other information can be updated in a batch method. Provide 24/7 customer technical support via a toll free number or online support.
1. Administrative Functions

The electronic bill presentment system shall include the following minimum administrative functions:

* Provide an easy to use administrative tool that will assist County staff manage customer accounts and monitor payment activities.
* Provide County staff the ability to view customer information in the same format as the customer and see what the customer sees throughout the complete online payment and customer portal access process.
* Provide daily batch close reports, daily management reports, ACH rejects, file processing notifications, ACH Reject Notifications, paperless customer email bounce reports, and customer request system notifications to multiple staff members via email.
* Provide security features to assign responsibilities to restrict County staff to only view authorized reports.
1. Reporting

The reporting capabilities shall include the following minimum requirements:

* Provide daily and monthly Summary reports and detailed analysis reporting for customer accounts for payment activity via a secure web-based system.
* Provide daily and monthly reports indicating the number of dishonored transactions, including rejected ACH transactions via a secure web-based system.
* Provide daily batch close reports, daily management reports, file processing notifications, paperless customer email bounce reports, and customer request system notifications to multiple authorized staff members via email.
* Provide a secure web-based reporting tool that will allow for real-time querying and verification of all payments. (i.e.: prior day, same day, processed, pending)
* Provide reconciliation reporting for daily deposits and batches, segmented by bill type via a secure web-based system.
* Provide examples of online transaction reports the County will receive and the timeframe the information will be available to view online.
* Provide a description of the reporting capabilities and indicate the real time. reports and any real time decisioning (correction of rejected records) available to the County. Customizable reports should be available as an option.
* Provide account analysis for all customer accounts.
1. Support, Training and Installation

 Support training and installation shall be provided by the Successful Offeror and will include the following minimum requirements:

* Installation and configuration will be the responsibility of the Offeror with minimal County staff assistance.
* Provide training to County staff on how to use the system, and ongoing training on an as needed basis or when upgrades to the system have occurred. A train-the-trainer format is acceptable.
* Provide client support during County working hours with access to a fully functioning help desk accessible via toll free number or online chat.
* Notify County staff of all available updates, upgrades or enhancements to the system within a reasonable time frame of rollout.
1. **OTHER SERVICES**

During the term of the contract, the County may request add-on functionality specific to business accounts. This additional functionality will involve further real- time integration with the County's current tax billing system in order to facilitate customers being able to file tax returns online, and receive in real time that amount of tax, penalty and interest due for each tax type filed. The customer would be presented with the option to pay online via Credit Card or eCheck using a shopping cart approach and be transferred seamlessly to a payments area. The final integration would be for the Successful Offeror to remit the resulting payment information to the County's current tax billing system in a pre-defined format and frequency. Preliminary business taxes that would be targeted for this add-on functionality would include, but not limited to the following:

Meals Tax, Transient Occupancy Tax, Short-Term Rental, Business License Tax, Business Personal Property Tax, and Machinery and Tools.

**IV. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed October 8, 2014
* Deadline for questions October 16, 2014; 12:00 p.m.
* Receive written proposals October 31, 2014 3:00 p.m.

* Conduct oral interviews November 12 or 13, , 2014
* Contract awarded by Board of Supervisors November 25, 2014 or

 December 9, 2014

* Contract start date January 1, 2015

**V. COUNTYRESPONSIBILITIES:**

Henrico County will designate an individual to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

**VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for theContract.

 **B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.

4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the Purchasing Division’s website: <http://www.henrico.us/purchasing>

 **C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

TheContract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County’s notice of default.

2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, *“drug-free workplace”* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations**

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

 **P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; detailed vendor payment records and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals.

All solicitations are posted on the County’s Internet site

<http://www.henrico.us/purchasing/>

**S. Subcontracts**

1, No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises.  For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD)  [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **CountyLicense Requirement**

If a business is located in HenricoCounty, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

[http://www.henrico.us/pdfs/hr/risk/env\_policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract.

The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. The Successful Offeror shall have, at each location at which the Successful Offeror provides goods and/or services, a licensed real estate broker who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The licensed real estate broker must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

 **Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the CountyManager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

1. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

 **Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

 **AA. Term of the contract**

1. The contract period shall be from January 1, 2015 through December 31, 2015. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

3. The Successful Offeror shall give at least one hundred twenty (120) days written notice if they do not intend to renew the contract at any annual renewal.

1. **Confidentiality:**

The Successful Offeror(s) may be provided with materials from the County that include identifying information of a personal, medical or financial nature (“confidential information”). Such confidential information is to be used only for the purposes of responding to this RFP or in providing services under any contract that may be awarded. This RFP or any contract awarded may contain further restrictions on the disclosure or use of confidential information. Confidential information shall be maintained in such a manner as to protect its confidentiality and to prohibit inappropriate disclosure or use. Confidential information shall be returned or destroyed at the end of any contract period or when you are notified that your Proposal has not been accepted, unless otherwise specified in this RFP or any contract awarded.

The Successful Offeror(s), in providing services, shall not view, remove, disclose or use any County documents, information or materials which may be on a County employee’s desk, in a County file or anywhere on County property, unless specifically permitted to do so by the terms of this RFP or any contract awarded.

**VII. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
	1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division office. Offerors are responsible for insuring that their proposals are stamped by the Purchasing Division personnel by the deadline indicated.
	2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
	3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
	4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
	5. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division office in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division office up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal **no later than October 16, 2014, 12:00 p.m. (noon)** in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division office on time shall be accepted. All late proposals received by the Purchasing Division office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

1. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following: Include copies of any agreements – contracts, documents which the county will be expected to sign if the contract is awarded to you

1. **Table of Contents** – ***NUMBER ALL PAGES OF THE RESPONSE. Provide a detailed INDEX of the proposal document for easy referencing.***

2. **Introduction**

 Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

 Proposal Signature Sheet – **Attachment B**

 Proprietary/Confidential Information – **Attachment C**

 Virginia State Corporation Commission (SCC) – **Attachment D**

3. **Executive Summary**

1. Response to Scope of Services – The Offeror should address each section of the Scope of Services with an indication of the response. **The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.**
2. References:Each Offeror is requested to provide references for at least three (3) organizations similar in nature and/or size to the County to which their firm has provided services as outlined in the scope of services in the past three (3) years, specifying the services provided, which may be used as references. The list should include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references (Attachment E, Submittal of References)
3. Complete “Pricing Matrix” attached as **Attachment I**. Offerors are permitted to add additional lines as needed.
4. Complete “Question and Information Matrix” attached as **Attachment J**.
5. Please provide resumes of the personnel who will be assigned to the project. These resumes should include a description of the individuals’ professional qualifications and experience in providing Credit Card Payment Receipt Processing and Electronic Bill Presentment services to local governmental entities similar in size to the County.
6. Describe the use of essential subcontractors / sub consultants and their roles and responsibilities each will be assigned. Provide resumes and any other additional information concerning sub consultants utilized in the performance of this contract.
7. Provide detailed information on training approach and if training is on-site of web-based.
8. Reporting – Please provide information and/or copies of reports available.

1. Appendices are optional for Offerors who wish to submit additional material that will clarify their response.
2. Provide copies of contract documents, merchant agreements, that would be needed to be signed by the County if awarded the contract including any service or business agreements.
3. **Flowcharts**

Offerors must provide a step-by-step flow chart (preferred), or a narrative description (allowed), fully explaining the flow of funds from payment authorization to fund settlement with Henrico County for each of the following combination of payment methods and channels to ensure compliance with *Virginia Security for Public Deposits Act* (Va. Code Sec. 2.2-4400 et seq,):

* 1. Telephone by pin-less debit card;
	2. Telephone by credit card;
	3. Telephone by echeck;
	4. Internet (web) by pin-less debit card;
	5. Internet (web) by credit card;
	6. Internet (web) by echeck;
	7. Internet (mobile) by pin-less debit card;
	8. Internet (mobile) by credit card;
	9. Internet (mobile) by echeck;
	10. Web-based point of sale by pin-less debit card;
	11. Web-based point of sale by credit card.
* A single flowchart or narrative will suffice for each payment method/channel combination which may share the same flow of funds for each method/channel combination that it represents and grouped accordingly.

                                             Example:  Flowchart A may represent a, d, g and j

                                                               Flowchart B may represent b, e, h, and k

                                                               Flowchart C may represent c, f and i

**IX. PROPOSAL EVALUATION/SELECTION PROCESS**:

1. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
2. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |  |
| --- | --- | --- |
|  | EVALUATION CRITERIA | WEIGHT |
| 1. | Functional Requirements* Extent to which the proposed solution satisfies the RFP requirements
* Reporting capabilities
* Ease of use of proposed solution for County staff and customers
* Clearly demonstrated understanding of the services required which include, credit card payment processing, and electronic bill presentment.
* Quality Assurance and continuity of operation program
 | 30 |
| 2 | Experience and Qualifications* Ability to provide services of similar size and scope for governmental customers
* PCI DSS compliance experience
* Financial stability of firm
* Certifications/qualifications of staff
* Resumes of proposed staff
* References
* Experience and amount of time/years the firm has been providing services.
 | 20 |
| 3 | Implementation of Services/Project Management* Project Approach
* Project Management
* Project Team
* Implementation schedule and transition plan
* Location where services will be performed
* Current Workload and ability to perform required services
 | 20 |
| 4 | Fees for Services | 25 |
| 5 | Quality of proposal submission/oral presentations | 5 |
|  | TOTAL | 100 |

C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the Successful Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

 $100,000 for each Disease by employee

 $500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

**Excess/Umbrella Liability -** $2,000,000 Each Occurrence, $4,000,000 aggregate

**Cyber Liability - $1,000,000 per occurrence**

**Employee Dishonesty - $1,000,000 per occurrence**

* Cyber Liability and Employee Dishonesty Coverage’s – The vendor will provide protection to residents of The County in the event of a breach of the vendors systems either by an employee of the vendor or an outside party that allows for the transmission of personal data.   The vendor will be responsible for providing a comprehensive package to any resident whose data has been breached that will provide credit monitoring for a minimum of one year from the date of the occurrence.   The limit of liability for a data breach shall be based on the number of resident’s involved in any one occurrence.  The limit of liability for employee dishonesty not related to a data breach shall be a minimum of $1,000,000.

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and HenricoCountyPublic Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**Attachment B**

**Page 2 of 2**

**Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

 **(Check all that apply.)**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?**□ Yes □ No**

**□ SMALL BUSINESS**

 **□ WOMEN-OWNED BUSINESS**

 **□ MINORITY-OWNED BUSINESS**

 **□ SERVICE DISABLED VETERAN**

 **□ LARGE**

 **□ NONPROFIT**

 **□ NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Large business”***means any **non**-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than $10 million in gross receipts averaged over the previous three years.

***Nonprofit”***means a corporation or an association that conducts business for the benefit of the general public withoutshareholders andwithout a profit motive.

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code §2.2-4342.F in writing, either before or at the time the data or other material is submitted.  The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary.  The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offer or’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1‑757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: □

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT E**

**SUBMITTAL OF REFERENCES**

**Reference #1**

Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference #2**

Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference #3**

Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT F**

**REVENUE AND TRANSACTIONS**

|  |  |  |
| --- | --- | --- |
| **Product Type and Payment Type** | **Payment Transaction Count** | **Payment Volume** |
| 2013 Calendar Year | Transactions | Amount |
| **Henrico, County of, VA** | **85,276** | **$15,016,966.60**  |
| Henrico, County of, VA: Parking Ticket (POS) | 1 | $20.00  |
| MasterCard | 1 | $20.00  |
| **Henrico, County of, VA: Parking Ticket (Web)** | **37** | **$1,729.00**  |
| American Express | 1 | $50.00  |
| Discover | 1 | $86.00  |
| MasterCard | 10 | $451.00  |
| Personal Checking | 1 | $65.00  |
| Personal Savings | 1 | $65.00  |
| Visa | 23 | $1,012.00  |
| **Henrico, County of, VA: Business License (IVR)** | **27** | **$16,048.62**  |
| American Express | 3 | $1,023.12  |
| Business Checking | 3 | $995.18  |
| MasterCard | 8 | $2,518.35  |
| Visa | 13 | $11,511.97  |
| **Henrico, County of, VA: Business License (POS)** | **1** | **$11.00**  |
| Visa | 1 | $11.00  |
| **Henrico, County of, VA: Personal Property Tax (POS)** | **673** | **$82,524.95**  |
| American Express | 38 | $9,965.41  |
| Discover | 17 | $2,134.04  |
| MasterCard | 174 | $16,684.45  |
| Visa | 444 | $53,741.05  |
| **Henrico, County of, VA: Personal Property Tax (Web)** | **41,155** | **$5,037,488.15**  |
| American Express | 2,142 | $412,829.77  |
| Business Checking | 146 | $223,547.00  |
| Discover | 930 | $116,616.75  |
| MasterCard | 7,603 | $909,589.06  |
| Personal Checking | 1,388 | $204,614.55  |
| Personal Savings | 17 | $2,042.41  |
| Visa | 28,929 | $3,168,248.61  |
| **Henrico, County of, VA: Real Estate Tax (POS)** | **129** | **$86,267.45**  |
| American Express | 11 | $9,147.46  |
| Discover | 3 | $2,031.23  |
| MasterCard | 31 | $14,600.08  |
| Visa | 84 | $60,488.68  |
| **Henrico, County of, VA: Real Estate Tax (Web)** | **1,990** | **$1,654,033.97**  |
| American Express | 260 | $418,979.59  |
| Business Checking | 21 | $31,979.59  |
| Discover | 68 | $62,610.90  |
| MasterCard | 389 | $291,440.86  |
| Personal Checking | 111 | $87,549.80  |
| Personal Savings | 5 | $4,522.95  |
| Visa | 1,136 | $756,950.28  |
| **Henrico, County of, VA: Utility Bill (STP)** | **9,332** | **$1,617,538.10**  |
| American Express | 178 | $52,189.31  |
| Discover | 59 | $10,442.06  |
| MasterCard | 2,080 | $354,241.07  |
| Visa | 7,015 | $1,200,665.66  |
| **Henrico, County of, VA: Utility Bill (IVR)** | **31,897** | **$6,515,101.85**  |
| American Express | 914 | $230,082.32  |
| Business Checking | 79 | $14,370.16  |
| Business Savings | 1 | $350.00  |
| Discover | 266 | $59,017.53  |
| MasterCard | 6,470 | $1,784,080.37  |
| Personal Checking | 1,326 | $194,190.80  |
| Personal Savings | 22 | $3,923.41  |
| Visa | 22,819 | $4,229,087.26  |
| **Henrico, County of, VA: Utility Payments (POS)** | **34** | **$6,203.51**  |
| American Express | 8 | $1,747.23  |
| Discover | 3 | $769.74  |
| MasterCard | 21 | $3,546.92  |
| Visa | 2 | $139.62  |
| Grand Total | 85,276 | $15,016,966.60  |

**ATTACHMENT G**

Credit Card Payment Statistics

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **FY 2012****Transactions** | **FY2012****Dollars** | **FY 2013****Transactions** | **FY 2013****Dollars** |
| **Personal Property** | 34,278 | $3,488,453 | 36,906 | $4,402,182 |
| **Real Estate** | 1,677 | $1,494,022 | 1,889 | $1,600,252 |
| **Utilities** | 31,022 | $6,363,641 | 36,536 | $7,179,711 |
| **Parking Tickets** | 36 | $1,871 | 38 | $1,738 |

Percentage of Credit Card Use

**Transactions Dollars**

VISA 75% VISA 72%

MasterCard 17% MasterCard 15%

AMEX 4% AMEX 8%

Discover 2% Discover 2%

eCheck 2% eCheck 3%

|  |  |
| --- | --- |
| **Average Payment** | **2013** |
| **American Express** | $336 |
| **Discover** | $195 |
| **MasterCard** | $155 |
| **VISA** | $168 |
| **eCheck** | $274 |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Service Fees:** |  | **Transaction Type:** |
| **eCheck Account Verification** |  |  |
| $2.50 if account is less than or equal to $5,000$10.00 if account is greater than $5,000 |  | Personal & Real Property Tax; Tax Business Licenses; Plan Review Fees; Building Inspections Plan; Elevator Certificates; Parking Tickets; Utility Payments; Dog Licenses; Mental Health/Disability Services; Police Payments; Animal Protection Fees; Library Payments |
| $5.95 |  | Insufficient funds and uncollected funds Return Fee for each Returned Transaction. |

**Attachment H**

**Electronic Check Fee Schedule:**

**Credit/Debit Card Fee Schedule:**

|  |  |  |
| --- | --- | --- |
| **Service Fees:** | **Minimum Service Fee** | **Transaction Type:** |
| 2.40% of payment amount  | $1.00 | Credit or Debit Card Payment for: Personal & Real Property Tax; Tax Business Licenses; Dog Licenses; Mental Health/Disability Services; Police Payments; Library Payments |
| 2.40% of payment amount | $1.00 | Credit Card Payment for: Plan Review Fees; Building Inspection Plan |
| $1.00 per payment transaction  |  | Debit Card Payment for: Plan Review Fees; Building Inspections Plans |
| $3.75 per payment transaction |  | Credit Card or Debit Card Payment for : Parking Tickets |
| $4.25 per payment transaction  |  | Credit Card or Debit Card Payment for: Utilities |
|  |  |  |
| **MoneyGram:** This is paid to MoneyGram |  |  |
| $4.99 per payment transaction |  | Tax/Other fees and charges |
| $1.79 per payment transaction |  | Utility payments |
|  |  |  |
| **Interactive Voice Response (IVR)** |  |  |
| Same as Electronic Check and Credit/Debit Card Fee Schedules above |
|  |  |  |
| **Point of Sale (POS)** |  |  |
| Same as Electronic Check and Credit/Debit Car Fee Schedules above |
|  |  |  |

**ATTACHMENT I**

**PRICING MATRIX**

1.Check the appropriate payment type for each Transaction Type. (Credit,Debit,eCheck,Cash Payments)

2.Enter the Price per Transaction for each payment type

3. Provide the Cards Accepted for each Transaction type

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Transaction Type** | **Credit** | **Price/Transaction** | **Debit** | **Price/Transaction** | **eCheck** | **Price/Transaction** | **Cash Payment** | **Price/Transaction** | **Cards Accepted** |
| **Personal Property Tax****Internet** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Real Estate Tax** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Business License** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Plan Review Fees** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Building Inspection Fees** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Parking Ticket** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
| **Transaction Type** | **Credit** | **Price/Transaction** | **Debit** | **Price/Transaction** | **eCheck** | **Price/Transaction** | **Cash Payment** | **Price/Transaction** | **Cards Accepted** |
| **Utility Payments** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Animal Protection Fees** |  |  |  |  |  |  |  |  |  |
| **POS** |
|  |  |  |  |  |  |  |  |  |  |
| **Dog Licenses** |  |  |  |  |  |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Mental Health Disability Services** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |  |
| **IVR** |  |  |  |  |  |
| **POS** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Police Payments**  |  |  |  |  |  |  |  |  |  |
| **POS** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Library Payments** |  |  |  |  |  |  |  |  |  |
| **Internet** |  |  |  |  |
| **IVR** |  |  |  |  |
| **POS** |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Card Readers:** (minimum of 28 will be purchased) | **$\_\_\_\_\_\_\_\_\_\_\_\_per reader** | **Total Cost for readers:$\_\_\_\_\_\_\_\_\_\_\_** |
|  |
| **Setup and Implementation Charges:** | Provide and itemized list for all charges associated with setup and implementation |  |
|  |  | **Total Cost for Implementation: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |
| **Training Cost:** | Provide the number of hours and the number of participants in the cost per hour for training. | **Total Cost for** **Training: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |
| **Interfaces Cost:** | Itemized list of cost for interfaces for:* PCI RBS $\_\_\_\_\_\_\_\_\_
* False Alarm system $\_\_\_\_\_\_\_\_\_
* Advance Utility Systems CIS $\_\_\_\_\_\_\_\_
 | **Total Cost for****Interfaces: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |
| **Miscellaneous Charges:** | Itemized list of any additional charges | **Total Cost for** **Miscellaneous Charges: $\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |
|  |
| **Bill Presentment:** | Itemized list of all charges for Bill Presentment | **Total Cost for** **Bill Presentment: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Attachment J**

**Question and Information Matrix**

|  |  |  |
| --- | --- | --- |
|  | **Question/Information Requested**  | **Offeror Response** |
|  | Company Profile: Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. Include the following information: |  |
|  | Years in business as a turnkey solution for credit card payment receipt processing, electronic bill presentment,. |  |
|  | Years in business under your present name, (if applicable).  |  |
|  | Number of customers your firm currently has utilizing a turnkey solution. |  |
|  | Average monthly and annual volume of credit card payment processing, electronic bill presentment transactions. |  |
|  | Identify key measures of your firm’s financial strength. Include copies of the most recent audited financial statements and subsequent un-audited quarterly financial statements. |  |
|  | List any certifications that you have that demonstrated that adequate security controls are in place to properly store, manage and process government information (for example PCI-DSS, ISO certifications or SSAE 16 Type I or Type II reports). Will these certifications or reports be in place for the duration of the contract? Will you provide the County with the most recent and future audit reports related to these documents? |  |

|  |  |  |
| --- | --- | --- |
|  | Describe your firm’s ability to stay current and relevant to the trends in electronic bill presentment. |  |
|  | Describe how the Organizational structure with facilitate managing the requested services and how an efficient flow of information will be realized from the organizational structure. |  |
|  | Provide detailed information on your firm’s project management approach to a project of this size and scope. |  |
|  | Provide a detailed implementation schedule indicating tasks, critical task and number of days for completion of each. Indicate tasks that will occur concurrently. Show the total number of workdays required to complete the implementation Is an implementation team assigned.  |  |
|  | Describe the support provided during implementation including technical assistance, on-site visits vs. off-site. |  |
|  | Confirm your firm’s ability to meet the January 1, 2015 deployment schedule for Credit Card Payment Receipt Processing. |  |
|  | Confirm your firm’s ability to meet or exceed the County’s expectation of a full implementation of Bill Presentment no later than August, 2015. |  |
|  | Provide training approach and methodology for project of this size and scope. |  |

|  |  |  |
| --- | --- | --- |
|  | Can accept payments made by MasterCard, Visa, American Express, Discoverer Card and pin-less debit cards? List any other additional cards accepted. |  |
|  | Accepts credit card, pin-less debit cards, echecks. List other payment acceptance methods. |  |
|  | Describe method that cash will be accepted through local retailers. |  |
|  | Briefing describe the credit card processing environment:  |
|  | Years of providing credit card processing services under any other name. |  |
|  | Hours of operation. |  |
|  | Provide toll free number.  |  |
|  | Holidays observed. |  |
|  | Availability of staff capable of resolving inquiries. |  |
|  | Turnaround time anticipated for inquiries. |  |
|  | Toll free and email access availability. |  |
|  | Hardware and software used. |  |
|  | Level of hardware and software technical support. |  |
|  | Data communications hardware and protocols supported. |  |
|  | Transmission security. |  |
|  | Processing deadlines for same day deposits. |  |
|  | Describe your continuing operation and/or contingency plan in the event of a disaster, or in the event that the equipment used in the performance of the contract should fail. Include your provisions for processing, hardware, software and communications backup. Provide date of last disaster recovery testing and outcome. |  |
|  | Describe your policies and procedures that ensure access to government information is limited to only those employees/contractors who require access to perform your proposed services. |  |
|  | Identify any third party which would host or have access to County information. |  |
|  | Describe your hiring procedures and safeguards to vet employees and contractors who have access to County information. |  |
|  | Describe your policies, procedures and practices for the physical security of your data centers and the safeguards that are in place to prevent unauthorized use, reuse, distribution transmission, manipulation, copying, modification access or disclosure of private information. |  |
|  | What controls are in place to detect security breaches? What is the policy of informing the County of any security breach? |  |
|  | How will County information be managed after contract termination? Will County information provided to the Offeror be deleted or destroyed and what time frame at the completion of the contract? |  |
|  | Describe your Quality Assurance philosophies and who will be the person dedicated for quality assurance.  |  |
|  | Describe your technical assistance team, and if one person will be dedicated for our account |  |
|  | Provide a listing of third party retailers who accept cash payments on your behalf. In addition, please provide any information as to the process used to determine viability of retailers and any risk factors the County may need to know concerning use of this method for acceptance of cash payments. |  |
|  | Recommend any new services that could more effectively streamline the current services, and describe the pros and cons of using this service, and quantify any cost savings. |  |
|  | Offeror has provided detailed flow charts for compliance with page 25 “Flow Charts” | **Yes \_\_\_\_\_\_ No \_\_\_\_\_** |
|  | Provide a toll-free number for the County and tax payer assistance |  |
|  | Provide information on when assistance is available . (i.e. 24/7, 365 day) |  |
|  | Your firm’s willingness to provide promotional and marketing materials to the County at no cost and whether there are any limitations as to the quantity that can be provided. |  |