**\*IMPORTANT NOTICE\*\***

 **ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
* The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/):
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#_BIDDER_INFORMATION) page
	1. [Must be signed by Bidder](#_BIDDER_ACCEPTANCE)
2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#SLEB_Info_Sheet)
	1. [Must be signed by Bidder](#Prime_Bidder_Signature)
	2. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902025

**for**

e-PAYMENTS SOLUTION

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **or contact the County representative listed below. Thank you for your interest!** **Contact Person: Bee Srey, Procurement & Contracts Specialist****Phone Number: (510) 208-9583****E-mail Address:** **bee.srey2@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**November 12, 2021**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902025

e-PAYMENTS SOLUTION

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **September 27, 2021** |
| **Networking/Bidders Conference** | **October 4, 2021 (PST) @10:00 A.M.** **ONLINE ONLY**[**Microsoft Teams meeting**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_YmE1ZGMzNmEtNTc4My00YWI3LTk0YTktZWUwNmNjNjJkNTM4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%222a49f933-bec0-4567-a03f-dcd7ed769de3%22%7d) **Or call in (audio only)** +1 415-915-3950, 147558069# United States, San Francisco Phone Conference ID: 147 558 069#  |
| **Written Questions Due via Email:****bee.srey2@acgov.org** | **October 5, 2021 by 5:00 p.m. (PST)**  |
| **List of Attendees** | **October 6, 2021** |
| **Q&A Issued** | **October 29, 2021** |
| **Addendum Issued** [only if necessary to amend RFP] | **October 29, 2021** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **November 12, 2021 by 2:00 p.m. (PST)** |
| **Evaluation Period** | **November 12 – December 16, 2021**  |
| **Vendor Interviews**  | **Week of December 6, 2021** |
| **Notice of Intent to Award Issued** | **December 17, 2021** |
| **Board Consideration Award Date** | **February 1, 2022** |
| **Contract Start Date** | **February 15, 2022** |

***NOTE: All dates are tentative and subject to change.***

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, September 29, 202110:30 a.m. – 11:30 a.m.[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902025

SPECIFICATIONS, TERMS & CONDITIONS

 for

**e-PAYMENTS SOLUTION**

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EXHIBIT A-2 **DISASTER RECOVERY PROCEDURES**

EXHIBIT A-3 **SERVICE LEVELS DOCUMENTATION**

EXHIBIT A-4 **ORGANIZATION CONTROLS**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe electronic-payments solution hereby referred to as “e-payments solution” being requested by the County.

The County intends to award a five-year contract to the Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

Alameda County is seeking a qualified contractor to process debit card, credit card, and Electronic Funds Transfer (EFT) payments via the internet, mobile device, telephone Interactive Voice Response (IVR) and multiple Point of Sale (POS) locations. The proposed e-payments solution must be able to support multiple points of service including related hardware, software, training, and technical support to enable the County to receive credit card, debit card, Personal Identification Number (PIN)-secured debit transactions, EFT payments, and any other form of electronic payment the service provider that the County determines to be acceptable forms of payment.

The County is interested in implementing a well-versed e-Payments Solution to meet the increasing needs of virtual business transactions. All available enhancement options in addition to the above-mentioned e-payment solution, including but not limited to, e-wallet payment solutions, shall be included as part of the bidder’s proposal. Awarding any of the enhancement options will be solely at the County’s discretion.

The implementation of this e-Payments Solution will be rolled out over a period of time. Not all departments will implement the solution at the beginning of the contract term.

## BACKGROUND

The Alameda County Treasurer-Tax Collector’s Office (TTC), Auditor-Controller’s Agency (ACA), the County Administrator’s Office (CAO), and Information Technology Department (ITD) are collaborating on the e-Payments Initiative to identify a common, secure, virtual platform to collect electronic payments from members of the public or clients that utilize County services and eliminate the duplication of costs and resources across agencies/departments. Currently, departments can procure their own services for payment collections, which often relies on walk-in payments. However, given the increased reliance on remote solutions during the pandemic, the County is in need of a long-term business model to continue and maximize the collection of revenues from those that use County services.

ITD provides support to agencies/departments for information technology-related projects and programs and identify solutions that are compatible with our existing systems. Currently, the Auditor-Controller’s Agency offers the automated clearing house/direct deposit (ACH) method as an electronic payment options for County suppliers and have similar infrastructure in place. The CAO often leads the collaboration for countywide initiatives that require complex coordination, project management, and fiscal and operational analysis before implementing new systems and programs. While the TTC, CAO and ITD are driving the process and project timeline forward to identify e-Payment services that can be offered as a countywide solution, once the contractor is selected, the agreement and related services may be managed by a County department that currently has oversight over fiscal/accounting activities in the County and a robust existing infrastructure for payments collections.

## BIDDER QUALIFICATIONS

* + 1. Bidder Minimum Qualifications
			1. Bidder shall have successful experience with implementing and providing e-Payment services for a minimum of two (2) years.
			2. Bidder key personnel assigned to the project must have direct experience managing e-Payment services or accounts of other local governments and similar government agencies for at least five (5) years.
			3. Bidder shall maintain Payment Card Industry (PCI) compliance and EMV (Europay, MasterCard, and Visa) technology standards throughout the term of any contract and amendment(s) that may result from this RFP.
				1. Proof of PCI compliance and satisfactory EMV standards must be submitted with the bid proposal.
			4. Bidder shall submit and describe any additional security measures or certifications held by them.
			5. Bidder shall possess all permits, licenses and professional credentials necessary to supply products and perform services as specified under this RFP.
		2. Glossary

|  |  |  |
| --- | --- | --- |
| **Payment Industry Term** | **Acronym** | **Definition** |
| Account number |  | A series of numbers that identifies the financial transaction card or account type and the account holder. Specifically, an account number contains information that can verify its accuracy. In the case of credit cards, there is a series of digits as part of the number that indicate the type of card involved in the transaction. |
| Ad hoc reports |  | Generated-as-needed reports for specific and non-routine purposes. |
| Address Verification Service | AVS | Required for use on all keyed-in or card-not-present transactions. AVS requests card-holder street address, ZIP code, card number, expiration date, amount and time of transaction. The ZIP code is used to verify the validity of the billing address as a fraud control measure. |
| Authorization |  | The process of checking the availability of funds to complete a credit card sale. Authorization is expected to result in a positive response, which generates a six- or seven-digit authorization code as well as sets aside the funds and reduces the available credit of the cardholder by that amount. A negative authorization or decline results when funds are unavailable, a card is over its limit, or for other reasons. |
| Automated Clearing House | ACH | The ACH is a mechanism available through the Federal Reserve that allows banks to provide money to or take money from merchants or others automatically. This regional organization also allows banks to transfer money among themselves electronically. Like a check, an ACH transaction can bounce and can take time to clear. |
| Batch |  | A batch is a collection of a whole day’s worth of transactions or, in some cases, a collection of transactions from a segment of the day that are accumulated together and sent for processing as a unit. Batch processing is the process of sending a collection of transactions in together rather than sending each transaction individually. |
| Bounced Check |  | A bounced check is a colloquial term for a check that cannot be processed because the account holder has nonsufficient funds (NSF) available for use. Banks return, or "bounce", these checks, also known as rubber checks, rather than honor them and charges NSF fees to the check writer. |
| Card-not-present |  CNP | When the credit card is not in the hands of the person processing the payment. The online/phone processing of credit cards applies to CNP transactions. |
| Card read method |  | The method for inputting credit or debit card information into the payment system. Card read methods include swiped (magnetic stripe reader), chipped (chip reader), and keyed (digits entered). |
| Card Verification Code | CVC | A unique value calculated from the data encoded on the magnetic stripe of certain types of credit cards used to validate the card number is real and inputted correctly. The code helps prevents fraud and errors in transactions. |
| Chargebacks |  | A chargeback is defined as a transaction in which a cardholder disputes the validity of the transaction posted to his or her statement through the issuing bank. |
| Chip-Based Transaction |  | A chip-based transaction is initiated by a chip embedded in a card rather than with a magnetic stripe on the card and is believed to provide increased transaction security. Authentication is provided automatically and does not rely on inspection of cardholder signature, the visibility of an identifying hologram, or other aspects of a manual inspection. Use of a Personal Identification Number (PIN) is also required in many cases. The processing time for chip reader and magnetic stripe transactions are similar. |
| Contact Transaction (Card present) |  | A contact transaction is one in which the card is either presented to a person who runs it through a machine or is swiped at a terminal where the card must physically come in contact with the area of the machine that reads the information.  |
| Contactless Payment |  | Contactless payment is done through the use of infrared technology or radio frequency that does not involve touching a card or any other payment method. This is popularly used in mass transit, for road tolls, and tap-and-go applications when quick transactions are necessary or desirable. |
| Corrections |  | When a value of a transaction may change from the original value. |
| Electronic Fund Transfer | EFT | EFT transfers funds from one account to another electronically rather than moving funds using traditional paper payment methods. EFT transactions can be originated from a telephone, an electronic terminal, a file on a magnetic tape, or an individual computer.  |
| Electronic Wallet |  | The process of charging goods or services to an account using a mobile device instead of presenting an actual card. An electronic wallet software on the customer’s mobile device works in conjunction with software installed on a merchant’s point-of-sale terminal to perform the transaction. All information necessary for completing the transaction is contained in the customer’s electronic wallet.Examples: PayPal, Apple Pay, Google Pay, and Venmo. |
| National Automated Clearing House Association | NACHA | NACHA manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States. It is funded by the financial institutions it governs. |
| Near Field Communication | NFC | Technology used for contactless payment. |
| Originator |  | The originator in a wire transfer (ACH payment) is the financial institution that initiates the transaction. Like everyone else involved in a transaction, the originator has specific responsibilities during the transaction. |
| Payment Card Industry | PCI | Payment Card Industry. |
| Payment Gateway |  | An e-commerce application that simplifies the card acceptance and authorization process for bricks-and-mortar businesses as well as online retailers. This is equivalent to a physical POS terminal that handles the transaction between a merchant and the processor. UniPay is one example of a payment gateway. |
| Payment Page |  | The payment page is the page of a website that allows for the processing of credit, debit, and other payment card transactions. The payment page must be secured to meet today’s data security standards and must collect the appropriate information for the accurate processing of the transaction. |
| PCI Compliance |  | This indicates that a financial institution is meeting the requirements of the Payment Card Industry Data Security Standard and is, therefore, in compliance. This proprietary standard for information security is a requirement for organizations that deal with cardholder information. |
| Payment Card Industry Data Security Standard | PCI DSS | A set of requirements established by credit card networks is designed to protect cardholder information and reduce the likelihood and occurrence of data theft. The standard applies to all participants in the transaction, including merchant account providers, issuing banks, and networks. |
| Point of Sale System | POS System | The software and hardware together allow merchants to process credit cards and other transactions that come in from the customer base. POS system is used to complete most kinds of transactions in public sales locations like stores, gas stations, and restaurants. |
| Processor |  | An organization that provides authorization and settlement of financial transactions on behalf of its members. A processor is connected to VISANet, Banknet, and similar services to provide its clearing or settlement services. |
| Reconciliation |  | An accounting process that compares two sets of records to check that figures are correct and in agreement. Reconciliation also confirms that accounts in the general ledger are consistent, accurate, and complete. Account reconciliation is particularly useful for explaining the difference between two financial records or account balances. Some differences may be acceptable because of the timing of payments and deposits. Unexplained or mysterious discrepancies may warn of fraud or misleading accounting records. The reconciliation process can be done daily, monthly, or quarterly. |
| Recurring Payment |  | Periodic payments are made by a cardholder regularly like weekly, monthly, or annually for products or services. Recurring payments can include club memberships, subscriptions, and regular deliveries. |
| Refund |  | Reversal of payment back to a customer. This process initiates a series of reversals and refunding transactions throughout the payment processing arena so the fund is returned to the customer’s card or account and debited from the [merchant](https://paylosophy.com/glossary/merchant/)’s account. |
| Rejected Payment |  | A payment that is not able to be processed. Common reasons are:* Insufficient funds - there are not enough funds available for the transaction to be processed.
* Credit card expired - the card has expired and can't be used anymore.
* Credit card declined - sometimes the issuing bank does not disclose the reason that the payment has been rejected.
* Incorrect bank account details - the provided routing number (USA), sort code (UK), BSB (Australia), or account number is an incorrect
 |
| Routing Number |  | A unique nine-digit number identifying a particular bank or, in some cases, a specific bank branch, used for ACH transactions. |
| Security Code |  | Credit Card Security process. Security Code (Visa CVV2, MasterCard CVC, Discover CID, or American Express CID) |
| Settlement |  | The process of verifying and collecting information about a sales transaction. The transaction moves from the merchant to the acquiring bank and then to the issuer. Settlement includes verifying files, ACH funding, and Visa and MasterCard funding as well as rejections and corrections. |
| Timeout Reversals |  | When a read timeout occurs, one or more attempts to reverse (or ‘void’) the authorization takes place to explicitly reverse the transaction. When a transaction is submitted, and timeout occurs, it is assumed that the problem is temporary. In some cases, up to three reversal attempts are made, each 40 seconds apart. It is assumed that within the next 160 seconds (40 seconds – initial waiting, plus 3 reversals) the problem of connection with the server will be resolved. If authorization is successful, subsequent reversals will void it (so that the customer will not be accidentally charged). |
| Transaction |  | Any event that changes a financial position, resulting from the collection or debiting of money. Cash advances, goods purchases, or activation of a revolving line of credit are all types of financial transactions, as are credit card and debit card usage. |
| Transaction Fee / Processing Fee |  | A service cost is charged to a merchant for each separate transaction. In some cases, merchant agreements may include waiving of per-transaction fees, but there are still costs in the form of monthly fees or other charges involved in processing card and bank-related transactions for merchants.Examples: Credit Card Fees, Debit Fees, and ACH Fees. |
| Interactive Voice Response | IVR | An interactive voice system that can handle County payments for some departments over the phone. |
| Contractor |  | The term is used to refer to the contractor/vendor that will implement the Alameda County e-payments system. |

## SPECIFIC REQUIREMENTS

* + 1. BUSINESS REQUIREMENTS
			1. Mandatory requirements for the proposed e-Payments Solution are:
				1. Process credit card, debit card, and e-check payments via the County’s various websites, IVR’s, phone systems, and POS locations.
				2. Provide service for all County departments. Each department shall have its own bank accounts and merchant identification (ID). Each POS device shall have its own identifier.
				3. Provide processing for multiple “brands” and types of cards. The “brands” include, but are not limited to, MasterCard, Visa, Discover, and American Express. Discover and American Express must be funded in the same time frame as MasterCard and Visa with no additional cost.
				4. Provide the processing/transaction fee structure that is associated with each type of transaction. For example, 2% per credit card transaction, or $0.035 per EFT transaction.
				5. A separate process for collecting funds for items or services purchased. Collection of processing fee shall be handled separately by the Contractor.
				6. Validate the EFT Banking Information routing numbers provided at the time of submission of payment.
				7. Provide directly or through a partner compliant POS equipment for in-person transactions for card/proximity readers.
				8. Accept and integrate with electronic wallet solutions
				9. Accept debit/credit card via chip reader/NFC/Pin pad (POS) with the flexibility to add or remove points of service at the County’s sole discretion and the ability to conform with the County’s established payment protocols and Application Programming Interface (API).
				10. Support AVS and Security Code (Visa CVV2, MasterCard CVC, Discover CID, or American Express CID) data in authorization requests for transactions where either the card is not present or the magnetic stripe or chip is not readable.
				11. Support transaction adjustments and voids (edits, voids, reversals, etc.)
				12. Support processing of troubled payments (erroneous transactions, fraud, etc.)
				13. Meet PCI and NACHA highest and current compliance requirements with subsequent upgrades of those standards throughout the term of any contract and amendment(s) that may result from this RFP.
				14. Comply with Service Organization Control (SOC 1) and make Contractor’s Statement on Standards for Attestation Engagements (SSAE) 16 SOC1 Type II information available for annual review upon County’s thirty (30) days written notice.
				15. Maintain industry-standard data privacy controls sufficient to meet the requirements of the applicable security standards and California State Privacy statutes and regulations. Contractor shall be fully responsible for all administrative and financial obligations that arise from any security breach caused by the Contractor.
				16. Build a customizable application to meet County’s specific needs in enforcing business rules to a transaction (Example: only allowing full payment).
				17. Integrate with the existing County payment processing systems.
				18. Integrate with the County’s IVR system (Streamwrite) to process payments over IVR integrated with the County’s IVR solution for credit cards, debit cards, and EFT.
				19. Process recurring payments such as monthly payments until the balance is paid in full.
				20. Process all card payment transactions in real-time.
				21. Payments must be submitted to the ACH within one business day of authorization for processing and must be electronically deposited via ACH in the gross amount (entire amount) directly into the County’s designated bank account.
				22. Provide Authorization and Settlement functions on behalf of the County. Authorizations must be completed in real-time with response times of no more than ten (10) seconds. Response time is measured from the time Contractor receives a transaction authorization request to the time Contractor provides a transaction authorization response to County excluding time dependent upon third parties and delays caused by failures or delays in the third party’s operating systems.
				23. Charge required processing fee directly to the customer as a part of each transaction. When a transaction fee is charged to the customer, the system must charge this fee separate from the County transaction and provide receipts to the customer detailing the amount of the charge for the County transaction and the processing fee transaction, respectively. The system must comply with all applicable laws and regulations, including prior notice to the customer of a processing/transaction fee and its amount, and an acknowledgment and acceptance of the processing fee by the customer prior to the completion of the transaction.
				24. Accommodate stand-alone transactions to facilitate payments that require special handling, such as mixed tender.
				25. Process international addresses for online and phone transactions from customers.
				26. Settle transactions in the gross daily net of fees and charges excluding chargebacks and adjustments.
				27. Invoice chargebacks and adjustments to the County.
				28. Process Chargebacks, upon receipt, on behalf of the County. If additional information is required from the County to process the chargeback, the Contractor must notify the County within forty-eight (48) hours of receipt. The Contractor is authorized to protest any chargeback on behalf of the County.
				29. Processing Fees should have a configurable setup. Some fees are paid by the customer; some are paid by the County. This is dependent on the product or service being paid for. Make this functionality available for all accounts in the base product.
				30. Deposit collected funds into designated banking account(s) established by the County on a nightly basis.
				31. Separate deposits per entity with individual identifiers. The County must be able to see each department’s deposits as their own line item, not integrated into one deposit.
				32. Issue customer receipts with data elements and receipt information in a format chosen by the County.
				33. Issue customizable customer receipts in duplicate.
				34. Process corrections or credits. During corrections, a new confirmation number shall be issued for a document, and the confirmation number originally issued must also be reflected.
				35. Provide for end-of-day closing routines, where successfully completed transactions, are approved and released for transmission to the appropriate financial system for posting.
			2. Desirable capabilities for the proposed e-Payments Solution include:
				1. Host a shopping cart experience, which allows the payer to pay multiple obligations in a single transaction. This type of payment requires the settling of funds to multiple Merchant IDs.
				2. Validate the checking account numbers or guarantee funding on check processing (in- person).
				3. Accept payments in cash.
				4. Accept payments via a cash kiosk.
				5. Multi-language support, such as Spanish, Chinese, Tagalog, and Vietnamese
			3. Contractor shall submit all available information relating to additional offers or services that further support or enhance the core services sought by the County through this RFP. Additional services may include but are not limited to the following:
				1. Bill presentment
				2. Mobile payment applications
				3. Payment scheduling
				4. Customer transaction history retention
				5. International transactions in US dollars
		2. BANKING / FINANCE REQUIREMENTS
			1. Mandatory Requirements are:
				1. Ability to sweep the collected funds into the County’s bank accounts within one business day.
				2. Ability to direct check entries to the Counties' contracted ACH Originating Depository Financial Institution (ODFI).
				3. Ability to determine processing/transaction fees associated with each department's transactions.
				4. Ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction through the transaction cycle, including source of transaction (online, POS) authorization, adjustments, settlement, funding, and reconcilement.
				5. The system will need to provide transaction reports of adequate detail to allow daily reconciliation of funds received for all relevant accounts at each point of service. Be configurable to allow payments to be credited to pre-identified bank accounts for different County departments and agencies.
				6. Allow funds originating from transactions that are associated with different County departments and participating agencies to be deposited into the County's Treasury with unique identifiers as specified by the County to ensure that the funds are credited to the appropriate department, agency, and account.
				7. Ability to retrieve data required for account transaction reconciliation.
				8. Ability to forward all transactions for further processing to the card associations, alliance partner, third-party provider, or other entities, in a timely manner so that the transactions qualify for the appropriate interchange categories without downgrading, thus, incurring the lowest possible processing/transaction fees to the County.
		3. REPORTING REQUIREMENTS
			1. Mandatory Requirements are:
				1. Ability to report on transactions (Department, category, source, payment method, amount, account, date, etc.)
				2. Ability to provide a report to help with reconciliation for each bank account.
				3. Ability to access reports for one or all County accounts with security implemented in the system to allow restriction of access of data by account.
				4. Ability to save reports in an exportable format such as CSV or PDF.
				5. Ability to generate business specified canned reports

Provide the ability to cross-balance reports.

Detail Transaction/Payment Type Report – This report should be capable of recapping all transactions by either the transaction type or the payment channel (Internet, Mobile, IVR, and cashier).

Summary of Payments Report – This report lists the total number of payments and amount received for each payment and an identifying number as defined by the County.

Payment Void Report – This report lists all payment transactions voided on a given day, including receipt number, cashier, explanation, and supervisor identification.

Provide real-time reporting via a secured website. Security shall be co-administered by designated County employee(s) and Contractor.

* + - * 1. Include reporting capabilities that provide daily, weekly, monthly, and year-to-date totals by payment type (credit/debit card or EFT), transaction type, and record count, by user-designated number of days for transaction totals. These reports should also provide a breakdown/sub-total by payment and transaction types. All reports should be available via email to the appropriate County Department contact (with a copy being sent to a designated second mailbox) and/or available for viewing/printing via the Internet. Contact information should be included for the payee in the event of an error.
				2. Electronically store daily, weekly, monthly, and annual totals and transaction detail by payment type, transaction type, and record count for a minimum of two years.
				3. Shall provide a monthly report to the administrators summarizing the activity for all departments within the County by department name, payment type (with gross sales included), returns, net sales, and total transaction counts. This report must include all card and EFT types.
				4. Shall provide daily, weekly, and/or monthly detail and summary reports electronically so that each department within Alameda County can receipt the payment to the proper account(s).
				5. Ability to generate Ad Hoc reports.
				6. Contractor shall describe the proposed reporting engine that will accompany the e-payments solution under Exhibit A (Description of Proposed Services).
		1. TECHNICAL REQUIREMENTS
			1. Mandatory Requirements are:
				1. PCI compliance in accordance with Alameda County’s Security Guidelines. e-Payments solution must be able to securely host/embed payment pages and/or processes for Alameda County so user payment information does not enter Alameda County’s network, such as card/account number, security code, or expiration dates.
				2. Any integration to Alameda County applications requires the bidder to comply and follow the County standards specific to that application. At a minimum, software should conform to the data formats and security protocols of the County. County uses the National Institute of Standards and Technology (NIST) 800-53 as the security compliance framework. The County would want the opportunity to assess against those standards periodically.
				3. The proposed e-payments system must be able to communicate payment information back to the County in-house and Contractor’s systems electronically or programmatically.
				4. Communication back to the County shall be via a secure communication method (such as https APIs, SFTP of interface files, etc.).
				5. Contractor shall always maintain the most current technology for data encryption and protection during transmission to and from servers. All servers receiving sensitive data must have security keys installed to secure the transmission of the data and include a certified VeriSign certificate or comparable certificate.
				6. Ability to grant users with different levels of access within the proposed system, such as having users, groups, and department access definitions.
				7. Ability to grant users with different levels of access within the system for reporting purposes.
				8. Ability to grant exclusive access to department level data to specific members of the department. There may be users that need access to oversee all department data for Auditor Controller oversite.
				9. Mobile-friendly payment pages.
				10. Ability to have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the merchant.
				11. Ability to integrate with our IVR vendor system: StreamWrite
				12. Have APIs available to integrate ePayment services with other County business systems, both packaged and custom systems.
				13. Ability to store additional information on ePayment transactions to reference transactions in external systems (e.g., reference number, APN, case number, etc.)
			2. Contractor shall describe the security structure and process for access granting to users with different levels of access within the proposed system.
			3. Contractor shall describe functional and technical process flows for the ePayments solution. These must be submitted as part of this bid proposal under Exhibit A-1 (Functional and Technical Process)
		2. SUPPORT REQUIREMENTS
			1. Provide continuous service by maintaining system functionality at a minimum 99.9 percent of the time, measured monthly, 24 hours a day/7 days a week, and not including scheduled maintenance.
			2. Scheduled maintenance must be approved in advance by County and occur during County’s non-business hours.
			3. Provide documentation on disaster recovery procedures. A sample of disaster recovery procedures must be submitted as part of this bid proposal under Exhibit A-2 (Disaster Recovery Procedures).
			4. Have customer and client support available from at least 7:00 a.m. – 6:00 p.m. Pacific Time, and provide both telephone and internet support. Bidder shall provide documentation on service levels under Exhibit A-3 (Service Levels Documentation).
			5. Provide documentation on the bidder’s organization’s controls related to their security, availability, process integrity, confidentiality, and privacy under Exhibit A-4 (Organization Controls). If a recent SOC II audit report is available, this may be submitted.
			6. Provide problem resolution to a transaction and/or settlement discrepancies within two business days.
			7. Comply with the Americans with Disabilities (ADA) and Section 508 requirements.
			8. System maintenance windows should fall on the weekends or holidays and shall be clearly disclosed in advance to all users of the system.
				1. Communicate all planned downtime at least five (5) business days in advance.
			9. Contractor shall provide service availability metrics monthly to Alameda County administrators.
			10. Provide the necessary training and technical support to the County to facilitate credit card, debit card, PIN-secured debit transactions, EFT payments, and any additional method of electronic payment requested by the County.
			11. Provide user manuals for the users of the system.
			12. Provide at least one “train-the-trainer” training class at a County location. Contractor shall recommend the duration of the class to the County; however, the County reserves the right to increase or decrease it. The training class shall cover the following topics at a minimum:
				1. Application Administration Functions
				2. Departmental Administration Functions
				3. Data Entry / Fee Collection Functions
				4. Reporting Functions
				5. Error/Corrections Handling
				6. Technical Development / API Systems Integration
				7. Out-of-the-box ePayment solution business processes.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The Bidders Conference held on October 4, 2021, will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at [**Microsoft Teams meeting,**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_YmE1ZGMzNmEtNTc4My00YWI3LTk0YTktZWUwNmNjNjJkNTM4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%222a49f933-bec0-4567-a03f-dcd7ed769de3%22%7d) **or call in (audio only) at**

 +1 415-915-3950, 147558069# United States, San Francisco

Phone Conference ID: 147 558 069#

* + 1. In order to get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		2. Networking/Bidders Conferences will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
			2. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
			3. Provide the County with an opportunity to receive feedback regarding the project and RFP.
		3. The list of Bidder Conference attendees will be released in a separate document.
		4. Only written questions submitted via email and by the stated deadline will be addressed in an RFP Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFP; an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stances of the County.
		5. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on October 5, 2021 to:

Bee Srey, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: bee.srey2@acgov.org

Phone: (510) 208-9583

* + 1. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships. Contractors who attend a Networking/Bidders Conference will be added to the Contractor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis will be evaluated by a County Selection Committee (CSC).  The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in payment processing services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Procurement department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible Bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than the cost in determining the greatest value to the County. The goal is to award a contract to the Bidder that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of an oral interview and reference checks.  The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the minimum of three Bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview.  Only the Bidders meeting the short list criteria will proceed to the next stage.  All other Bidders will be deemed eliminated from the process.  All Bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.

The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met. |
| 3 | Average | Acceptable achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of the proposal by Evaluation Committee members.  |
| 4 | Above Average / Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specifications. |

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration.  | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM/](https://www.sam.gov/SAM/). | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?);
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and
3. Affordability (i.e., the ability of the County to finance e-Payments Solution).

 Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Functional Criteria:**Proposals will be evaluated against the RFP specifications and the questions below:1. Business rules – Is the proposer able to provide the business needs of the project? The evaluation will be based on the various payment options offered and the ability of the payment options to integrate with the County’s current practices.
2. Administrative functions – The proposed payment solution will be evaluated on the ease to administer the product on an ongoing basis.
3. Transaction adjustments – The proposal will be evaluated based on process and timelines for any transaction adjustments including corrections and cancellations and reversals.
4. Audit function – The proposed payment solution will be evaluated on the ability to provide audit tracking.
5. Reporting requirements – The proposal will be evaluated based on the reporting requirements stated in section 3 above.
6. Banking requirements – The proposal will be evaluated based on the banking and finance requirements in section 2 above.
 | 20 Points |
|  | **Technical Criteria:**In each area described below, an evaluation will be made of the probability of success of and risks associated with the proposal response:1. System Design - A comparison will be made of the proposed electronic payment processing systems.
2. Software Design and Development - The evaluation will compare the proposed software capabilities with the requirements of this RFP in terms of the software’s compatibility with existing payment processing and internal systems.
3. Life-Cycle Support - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed payment processing system.
4. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP.
 |  20 Points |
|  | **Transaction/Processing Fee:**Proposals with lower processing fees charged to Alameda County customers will receive more preferential scoring. | 5 Points |
|  | **Understanding of the Project:**Proposals will be evaluated against the RFP specifications and the questions below:1. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the proposer identified pertinent issues and potential problems related to the project?
3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?
4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?
5. Has the proposer illustrated the proposed project structure for this engagement?
 | 5 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience in similar projects?
2. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 10 Points |
|  | **Methodology, Implementation Plan, and Schedule:**Proposals will be evaluated against the RFP specifications and the questions below:1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. Does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Does the methodology interface with the County’s schedule?
4. An evaluation will be made of the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule.
 |  10 Points |
|  | **Cost Narrative**Proposals will be evaluated against the RFP specifications and the questions below:1. How well does the Bidder’s cost capture all activities and staff needed to meet the services requested?
2. How well does the Budget Justification detail how Bidder arrived at particular calculations?
3. Is the proposed cost appropriate to the nature of the services to be provided?
4. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served?
5. How well does the Bidder outline, and how diverse are, the revenue sources both for its organization as well as the proposed program?
6. How well does the Bidder describe its fiscal oversight and management practices?
7. How well do staff salaries reflect local costs of living?
 | 5 Points |
|  | **Oral Interview:**The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview. |  5 Points |
|  | **References (See Exhibit A – Bid Response Packet)**  |  5 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE**  |
|  | Local Preference: Points equaling five percent of the Bidder’s total score, for the above Evaluation Criteria, will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | Small and Local or Emerging and Local Preference: Points equaling five percent of the Bidder’s total score, for the above Evaluation Criteria, will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

* + 1. The contractor has complied with all terms of this RFP; and
		2. Any problems or potential problems with the proposed goods and services were evidenced which makes it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  The contractor shall be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next highest-ranked Bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

* + - 1. The name of the Bidder being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
		2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and the contract is scheduled to be heard by the Board of Supervisors.

## Bid Protest/Appeals Process

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
			1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number, and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
		2. Upon receipt of the written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

		The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
		3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
			1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee and will determine whether to uphold or overturn the protest decision.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
		4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors or GSA.
		5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be five years.

## QUANTITIES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price shall be extended to the County.
		3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
		4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		5. The County is soliciting a lump sum or total price for this project. The price quoted shall be the total cost the County will pay for this project including all taxes (excluding Sales and Use taxes) and all other charges.
		6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
		7. Price quotes shall include any and all payment incentives available to the County.
		8. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
		9. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section titled “Evaluation Criteria/Selection Committee.”
		2. The committee will recommend an award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
		3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code: 522320.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
		2. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		3. The County reserves the right to award to a single or multiple Contractors.
		4. The County has the right to decline to award this contract or any part thereof for any reason.
		5. Board approval to award a contract is required.
		6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		7. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://gsa.acgov.org/?document-download=U3RhbmRhcmQgU2VydmljZXMgQWdyZWVtZW50IFRlbXBsYXRlLmRvYyMmOGNjY2NlMDUtODQ5NS00ODU4LTk0YmQtM2ExODIwYmZkYmM0)[<https://gsa.acgov.org/?document-download=U3RhbmRhcmQgU2VydmljZXMgQWdyZWVtZW50IFRlbXBsYXRlLmRvYyMmOGNjY2NlMDUtODQ5NS00ODU4LTk0YmQtM2ExODIwYmZkYmM0>]

The template contains minimal Agreement boilerplate language only.

* + 1. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

## METHOD OF ORDERING

* + 1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
		2. POs and Standard Agreements will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to accept the order(s) and/or perform services.
		3. POs and payments for products and/or services will be issued only in the name of the Contractor.
		4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## WARRANTY

Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of five years from the date of acceptance by the County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of the product and/or performance of services.
		2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
		3. County shall notify the Contractor of any adjustments required to invoice.
		4. Invoices shall contain County PO number, invoice number, remit to address, and itemized products and/or services description and price as quoted and shall be accompanied by an acceptable proof of delivery.
		5. Contractor shall utilize a standardized invoice upon request.
		6. Invoices shall only be issued by the Contractor who is awarded a contract.
		7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
		8. The County will pay the Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
		3. Contractor account manager shall be familiar with County requirements and standards and work with the various Alameda County Agencies that will be utilizing the services provided under this contract to ensure that established standards are adhered to.
		4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

Contact Information for this RFP:

Bee Srey, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: bee.srey2@acgov.org

Phone: (510) 208-9583

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes, and Addenda. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be completed and successfully uploaded through Alameda County EZSourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.
		2. Bidders **must** submit an electronic copy of their proposal and must be in a single file (PDF with Optical Character Recognition (OCR) preferred). Proposal shall include Exhibit A – Bid Response Packet, including additional required documentation.
		3. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form in EZSourcing Supplier Portal.
		4. No email (electronic) or facsimile bids will be considered.
		5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
		7. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		8. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
		9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
		10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
		11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
		12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
		13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses must be submitted online through Alameda County EZSourcing Supplier Portal.
		2. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
		3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
		4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>] for more information.

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this RFP, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:**
	+ **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidder organization, primary contact name, etc.).**
* **Bidder must quote price(s) as specified in the RFP, including any addendums, and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications or taking exception to policies or specifications of this RFP, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

 RFP No. 902025

e-PAYMENTS SOLUTION

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Sole Proprietor

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 902025 - e-Payments Solution.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)

[<http://acgov.org/auditor/sleb/overview.htm>]

* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

* [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
* [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Contractors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

[ ]  Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

[ ]  Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#SLEB_Info_Sheet)); **or**

[ ]  Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the name of the contractor and the local address. Utility bills, deeds of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County. Bidder shall demonstrate a minimum of two (2) years of successful experience with implementing and providing e-Payment services and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### CREDENTIALS

**Instructions**: Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP, including but not limited to the following:

* + - 1. Maintenance of Payment Card Industry (PCI) compliance and EMV (Europay, MasterCard, and Visa) technology standards.
			2. Bidder shall submit and describe any additional security measures or certifications held by them.

#### BID FORM

**Instructions**:Bidder must use the separate Excel Bid Form provided.

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM(S). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFP.

Quantities listed on Alameda County **Excel Bid Form** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items are required. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### COST NARRATIVE

**Instructions**: Bidder shall provide the **breakdown of the costs listed in the Bid Form**.

Bidders may use a budget template of their own choice; however, all costs attributed to the project that will be paid for under the awarded contract MUST be listed and described in the *Cost Narrative*.

At a minimum, the Bidder must detail:

1. The work to be performed and all associated costs.
2. In coordination with County personnel is needed, it should also be delineated in the Budget Detail.
3. The work to be performed should clearly match up with work performed in the Description of Proposed Services.
4. The positions of all individuals that will perform the services;
5. Names of Key Personnel may be listed whenever appropriate
6. The estimated number of hours for each individual, corresponding hourly rates per individual, and extended costs.
7. Provide a fee structure for directly or through a partner compliant POS equipment for in-person transactions for card/proximity readers.
8. A quote of time and materials and schedule of fees.
9. Training and Documentation fee structure

**Maximum** **Length**: None

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions**: Bidder shall provide a **Description of Proposed e-Payments Solution**.

The *Description of Proposed e-Payments Solution* shall describe the overall technology, program, and services that Alameda County will benefit from implementing the bidder’s solution. The Bidder must address how they will meet or exceed each requirement listed in **Section E (Specific Requirements)**.

At a minimum, the Bidder must include the following details:

1. Describe the program’s desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
2. Detail existing data collection infrastructure and demonstrate an ability to interface with County’s database(s) and/or provide reporting data to the County for maximum efficiency.
3. Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
4. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

Please note any requests for exceptions or clarifications MUST be identified on the Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.

**Maximum** **Length**: none

**TABLE OF KEY PERSONNEL**

**Instructions**: Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFP.

This table must include all key personnel who will be directly involved in implementing the e-Payments Solution to the County. The table must include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFP. Key personnel in management role shall process at least five (5) years of direct experience managing e-Payment services or accounts of other local governments and similar government agencies;
4. Educational background; and
5. Related experience on similar projects, with other local governments, certifications, and merits.

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### IMPLEMENTATION PLAN AND SCHEDULE

**Instructions**: Bidder shall provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services* and the *Budget Detail*, Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each.

The *Implementation Plan and Schedule* should provide a clear picture of what the County, its users, and participating Agencies can expect, and when to expect it, upon adopting the e-Payment Solution being proposed. Bidders should also take into consideration the information and questions contained in the Evaluation Criteria in preparing the Implementation Plan and Schedule.

**Maximum** **Length**: None

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of a minimum of 3 current references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**REFERENCES**

RFP No. 902025 – e-Payments Solution

A minimum of three current references required

Bidder Name:

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

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| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFP No. 902025 – e-Payments Solution

Bidder Name:

List below requests for exceptions and clarification, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and clarifications and such exceptions and clarifications may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Contractor takes exception to…*** |
|       |       |       |       |
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\*Use additional pages as necessary

#### SLEB INFORMATION SHEET

**Instructions**: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB)

INFORMATION SHEET

**RFP No. 902025 – e-Payments Solution**

**In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.**

**Bidders that are not certified SLEBS (for the definition of a SLEB see** [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**]) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with** [**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

**OR**

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ✍ **Date:**  |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_

##### Bidder Signature: ✍ Date:

#### INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

see next page for county of alameda

minimum insurance requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits, and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles are hired or leased vehicles, non-owned, borrowed, and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by the State of California  | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Technology Professional Liability** (Errors and Omissions) Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.  | $2,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self–insured retention may be satisfied by either the named insured or County.

SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 1. **JOINT VENTURES:** If Contractor is an association, partnership, or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies are issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership, or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, the Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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Certificate C-2\_Vendor and IT hardware, pre-packaged software, or portal access Page 1 of 1 (Rev. 03/31/20)

### EXHIBIT A-1

### Functional and Technical Process

Bidder shall describe functional and technical process flows for the ePayments solution as part of this bid proposal.

### Exhibit A-2

### disaster recovery procedures

Bidder must provide a sample of disaster recovery procedures as part of this bid proposal.

### Exhibit A-3

### Service Levels Documentation

Bidder must provide documentation on service levels for customer and client support both via telephone and internet as part of this bid proposal.

### Exhibit A-4

### Organization controls

Bidder must provide documentation on its organization’s controls related to their security, availability, process integrity, confidentiality, and privacy as part of this bid proposal. If a recent SOC II audit report is available, this may be submitted.