**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902241

**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/) **[**[**https://gsa.acgov.org/do-business-with-us/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: Yulia Margolin****Phone Number: (510) 208-9615****Email Address:** **Yulia.Margolin@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**January 4, 2024**

through

**Alameda County, GSA-Procurement**

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

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



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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902241

e-PAYMENTS SOLUTION

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **November 9, 2023** |
| **Networking/Bidders Conference**  | **November 16, 2023 @ 10:00 AM PST*****TO ATTEND ONLINE*:** [**Click here to join RFP 902241 e-Payments Solution Bidders' Conference**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_N2Y3Yjg3NjctOWEzZS00NjdmLTg5ODUtMzk0MmFmZWFhYzYy%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%229b05bb24-d3d5-48ef-bdc2-f7fcfa008285%22%7d)Or call in (audio only) +1 415-915-3950, 540242850# United States, San Francisco (888) 715-8170 ,540242850# United States (Toll-free) Phone Conference ID: 540 242 850# |
| **Written Questions Due via Email:****Yulia.Margolin@acgov.org** | **November 17, 2023, by 5:00 p.m.**  |
| **List of Attendees** | **November 20, 2023** |
| **Questions &Answers Issued** | **December 19, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **December 19, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **January 4, 2024, by 2:00 p.m.**  |
| **Evaluation Period** | **January 4, 2024 – February 16, 2024** |
| **Vendor Interviews**  | **Week of January 29, 2024** |
| **Notice of Intent to Award Issued** | **February 19, 2024** |
| **Board Consideration Award Date** | **April 16, 2024** |
| **Contract Start Date** | **May 15, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, November 15, 2023 10:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[**Vendor Outreach**](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 public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking at[**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902241

SPECIFICATIONS, TERMS & CONDITIONS

for

**e-PAYMENTS SOLUTION**

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# 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 (5) contract to the Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

To accommodate a full range of payment transaction choices for residents, Alameda County is seeking a qualified Contractor to process debit/credit cards and Electronic Funds Transfer (EFT) payments via the internet, mobile device(s), 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 services, including related hardware, software, training, and technical support to enable the County to receive credit/debit cards, EFT payments, and any other form of electronic payment 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.

The implementation of this e-Payments Solution will be rolled out over a period of five (5) years. Not all departments will implement the solution at the beginning of the contract term.

## BACKGROUND

Alameda County is launching 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 County’s Agencies/Departments. Currently, departments procure their own services for payment collections, which often rely on walk-in payments. However, given the increased reliance on remote solutions, the County is in need of a long-term business solution model to streamline and maximize the collection of revenues from those that use County services.

Alameda County handles approximately 275,000 credit card transactions with $142,000,000 volume annually. For more breakdown of transactions, please see the separate Excel Bid Form.

County Agencies/Departments potentially utilizing e-Payments:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Alameda County Employee’s Retirement Assoc. (ACERA) | 15 | Human Resource Services |
| 2\* | Alameda County Fire Department | 16 | Information Technology Department |
| 3\* | Assessor’s Office | 17 | Law Library |
| 4\* | Auditor-Controller’s Agency | 18\* |  Alameda County Library |
| 5\* | Behavioral Health Care Services | 19 | Probation Department |
| 6 | Board of Supervisors | 20 | Public Defender  |
| 7 | Department of Child Support Services | 21 | Public Health Department |
| 8\* | Community Development Agency | 22\* | Public Works Agency |
| 9 | County Administrator’s Office | 23 | Registrar of Voters |
| 10 | Office of County Counsel | 24\* | Sheriff’s Office |
| 11 | District Attorney’s Office | 25 | Social Services Agency |
| 12\* | Environmental Health Department | 26\* | Treasurer-Tax Collector |
| 13\* | General Services Agency | 27 | Zone 7, Water Agency |
| 14\* | Health Care Services Agency |  |  |

\* County Agencies/Departments currently utilizing e-Payments

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of implementing and providing e-Payment services for at least three (3) years, which must be clearly stated or demonstrated in the bid response, Exhibit A- Bid Response Packet, Bidder Minimum Qualification Section.
2. Bidder must be compliant with Payment Card Industry (PCI) and EMV (Europay, MasterCard, and Visa) technology standards, which must be clearly stated or demonstrated in the bid response, Exhibit A- Bid Response Packet, Bidder Minimum Qualification Section.
3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

## 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 funds to or take funds from merchants or others automatically. This regional organization also allows banks to transfer funds 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. |
| 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 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.  |
| 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/Digital 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 payer’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 payer’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. |
| Payment Card Industry | PCI | Payment Card Industry. |
| 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. |
| 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 payer base. POS system is used to complete most kinds of transactions in public sales locations like stores, gas stations, and restaurants. |
| 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. |
| Refund |  | Reversal of payment back to a payer. This process initiates a series of reversals and refunding transactions throughout the payment processing arena so the fund is returned to the payer’s card or account and debited from the [merchant](https://paylosophy.com/glossary/merchant/)’s account. |
| 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. |
| 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, 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. Contractor must bear the cost of set up, integration, training, software and software license, maintenance cost, annual cost and support, technical support, required customization, equipment necessary to process payers’ transactions, such as Point of Sale (POS) equipment, etc., and the cost of a phone and web access to their application.
		2. Contractor must finance the cost of providing service through transaction/processing fees charged directly to the residents as a part of each transaction.
		3. **BUSINESS REQUIREMENTS**

While the application will be administered by designated County staff, Contractor must:

* + - * 1. Process credit and debit cards, e-check payments via the County’s various websites, Interactive Voice Response (IVR)’s, phone systems, and POS locations in real-time.
				2. Provide service for all County departments. Each department/agency must have its own bank accounts and merchant identification (ID). Bank accounts must have an online access option. Each POS device must 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. Master and Visa Cards must be funded in no more than two (2) business days and Discover and American Express Cards must be funded in no more than three (3) business days.
				4. Provide a separate process for collecting funds for items or services purchased. The collection of processing fees must be handled separately by the Contractor.
				5. Validate the EFT Banking Information routing numbers provided at the time of submission of payment.
				6. Provide directly or through a partner-compliant POS equipment for in-person transactions for card/proximity readers and the ability to conform with the County’s established payment protocols and Application Programming Interface (API). Contractor must provide replacements and upgraded POS equipment when needed at no cost to the County. POS equipment replacements must be provided to the County within three (3) calendar days from the request. Contractor must provide models and pictures of the POS equipment with the bid submission.
				7. Accept and integrate with electronic/digital wallet solutions (e.g., PayPal, PayPal Credit, Apple Pay, etc.) Quick Response (QR) Code capability option must be supported by Contractor to meet County Department/Agency needs.
				8. Accept e-checks/ debit/credit card via chip reader/ Near Field Communication (NFC)/PIN pad (POS) with the flexibility to add or remove POS at the County’s sole discretion and the ability to conform with the County’s established payment protocols and API.
				9. Support Address Verification Service (AVS) and Security Code (Visa Card Verification Value 2 (CVV2), MasterCard Card Verification Code (CVC), Discover Card Identification Number (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. Verification must be performed in real-time.
				10. Process transaction adjustments and voids (voids, credits, reversals, etc.) and troubled payments (erroneous transactions, fraud, duplicate payments, etc.). The County must have the ability to control voids and reversals and restrict what roles have the ability to perform and authorize these actions. During corrections, a new confirmation number must be issued for a document, and the confirmation number originally issued must also be reflected. A void or full refund must always return the full transaction fee to the payer, if applicable, within no more than three (3) business days. A receipt notification for a full refund must be sent to the payer. An electronic or printed receipt option must be available.
				11. Meet the highest and current Payment Card Industry (PCI) and National Automated Clearing House Association (NACHA) compliance requirements with subsequent upgrades of those standards throughout the term of any contract and amendment(s) that may result from this RFP.
				12. Comply with American Institute of Certified Public Accountants (AICPA) 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.
				13. Build a customizable application to meet County’s specific needs in enforcing business rules to a transaction during implementation (Example: only allowing to enter the exact amount due or allowing payers to enter less than or greater than the amount due).
				14. Work with each County’s department/agency for implementation and integration with the existing County payment processing systems.
				15. Integrate with the County’s IVR system (StreamWrite) to process payments over IVR integrated with the County’s IVR solution for credit/debit cards and EFT.
				16. Submitted payments via ACH no more than two (2) business days 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.
				17. 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 the County, excluding time dependent upon third parties and delays caused by failures or delays in the third party’s operating systems.
				18. Charge the required processing fee directly to the payer as a part of each transaction. The system must charge this fee separately from the County transaction and provide receipts to the payer detailing the amount of the itemized 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 payer of a processing/transaction fee and its amount and an acknowledgment and acceptance of the processing fee by the payer prior to the completion of the transaction.
				19. Accommodate stand-alone transactions to meet County Department/Agency specific needs to facilitate payments that require special handling, such as mixed tender. For example, if a payer wishes to pay some funds in cash and some via credit card.
				20. Process international payments via debit and credit cards for online and phone transactions from payers. The payments must be in United States dollars (USD), and the Country must receive exactly the amount paid by the payer, with the current exchange rates being irrelevant to the County.
				21. 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.
				22. Electronically deposit collected funds into designated banking account(s) established by the County on a nightly basis.
				23. Separate deposits per entity with individual identifiers. The County must be able to see each department/agency’s deposits as their own line item, not integrated into one deposit.
				24. Issue payer receipts with data elements and receipt information in a format chosen by the County with the option to view the receipts from past payments history for a minimum of five (5) years.
				25. Issue County customizable payer receipts in duplicate. An electronic or printed receipt option must be available.
				26. Provide ability to grant County users with different levels of access within the proposed system, such as having users, groups, and department/agency access definitions.
				27. Provide ability to grant County users with different levels of access within the system for reporting purposes.
				28. Provide ability to grant exclusive access to department/agency level data to specific members of the department/agency. There may be users that need access to oversee all department/agency data for the Auditor-Controller oversite.
				29. Describe the security structure and process for access granting to County users with different levels of access within the proposed system, which must be described and demonstrated in the bid proposal.
				30. Provide a management system for ticketing and resolution of issues, which must be described and demonstrated in the bid proposal.
				31. Provide testing plan to be approved by the County and conduct system testing and integration prior to going into production to ensure that the system functions as intended. The results of test coverage and metrics must be presented to the County.
		1. **BANKING/FINANCE REQUIREMENTS**

Contractor must:

1. Ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction through the transaction cycle, including the source of transaction (online, POS) authorization, settlement, funding, and reconciliation.
2. Provide configurability to allow payments to be credited to pre-identified bank accounts for different County departments and agencies.

5. **REPORTING REQUIREMENTS**

Contractor must provide reporting requirements that must include the following. Samples of the reports are recommended to be submitted with the bid response.

1. Access real-time reports via a secured website for one or all County accounts with restriction of access.
2. All reports must have the option to filter by any category and be able to be downloaded and saved in an exportable format such as comma-separated values (CSV), Excel, and Portable Document Format (PDF).
3. Ability to customize reports with a real-time interface for all transactions in a single report system. Reports must include all payment channels, all payment types, and all County departments/agencies with detailed transaction information such as account, unique identifier, payment type, dates, amounts, category, source, department/agency, address including customizable columns, saved searches.
4. Ability to run a report to help with reconciliation for each bank account.
5. Reports for daily closing routines, where successfully completed transactions are approved and released for transmission to the appropriate financial system for posting.
6. Provide transaction reports of adequate detail to allow daily reconciliation of funds received for all relevant accounts at each point of service with a breakdown of the primary amounts deposited to the County and transaction/processing fees for all payments and transactions, including voids and refunds.
7. Generate business-specified reports in the format chosen by the County.
8. Ability to cross-balance reports.
9. 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).
10. Summary of Payments Report – This report lists the total number of payments and the amount received for each payment and an identifying number as defined by the County.
11. Payment Void Report – This report lists all payment transactions voided on a given day, including receipt number, cashier, explanation, and supervisor identification.
12. Include reporting capabilities that provide daily, weekly, monthly, and year-to-date totals by payment type (credit card or EFT), transaction type, and record count by the user-designated number of days for transaction totals. These reports must also provide a breakdown/sub-total by payment and transaction types. All reports must 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. County’s departments/agencies' Contact information must be included in the event of an error.
13. Electronically store daily, weekly, monthly, and annual totals and transaction detail by payment type, transaction type, and record count for a minimum of five (5) years.
14. Run a monthly report to the County administrators summarizing the activity for all departments/agencies within the County by department/agency name, payment type (with gross sales included), voids, net sales, and total transaction counts. This report must include all card and EFT types and a breakdown of the primary amount deposited to the County and transaction fees deposited to the Contractor for all payments and transactions, including voids.
15. Generate customizable Ad Hoc reports to meet County Department/Agency needs.

6. **TECHNICAL REQUIREMENTS**

Contractor must provide technical requirements that must include the following:

* + - * 1. PCI compliance with Europay, MasterCard, and Visa (EMV) technology standards 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. PCI compliance and satisfactory EMV standards must be maintained throughout the term of any contract and amendment(s) that may result from this RFP, and proof of such must be provided if requested by County.
1. Any integration to Alameda County applications requires the Contractor to comply and follow the County standards specific to that application. At a minimum, software must 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 reserves the right to assess against those standards periodically throughout the term of any contract and amendment(s) that may result from this RFP via a written request three (3) business days in advance.
2. 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.
3. Communication back to the County must be via a secure communication method (such as Hypertext Transfer Protocol Secure (HTTPS) APIs, Secure File Transfer Protocol (SFTP) of interface files, etc.).
4. Always maintain the most current technology for data encryption and protection during transmission to and from servers. All Contractor’s servers receiving data must have security keys installed to secure the transmission of the data and include a certified VeriSign certificate or comparable certificate.
5. Mobile-friendly payment pages to meet County department/agency-specific needs.
6. Have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the County. A procedure to handle suspended (failed) batch transmissions must be included in the bid response.
7. Integrate with the County’s IVR vendor system: StreamWrite.
8. Have APIs available to integrate e-Payments services with other County business systems, both packaged and custom systems.
9. Ability to store additional information on e-Payments transactions to reference transactions in external systems (e.g., reference number, APN, case number, etc.)
10. Maintain industry-standard data privacy controls sufficient to meet the requirements of the applicable security standards and California State Privacy statutes and regulations. Contractor must be fully responsible for all administrative and financial obligations that arise from any security breach caused by the Contractor.
11. Describe functional and technical process flows for the e-Payments solution. These must be submitted as part of this bid proposal under Exhibit 1 (Functional and Technical Process).
12. Contractor must comply with the County’s change management schedule and best practices, standards, and guidelines around security, architecture, firewall rules, and methodology.
13. Contractor must be responsible for the maintenance, reliability, and security of all its systems related to providing credit card transaction processing services, including the disclosure of all third parties involved in this process.

7. **SUPPORT REQUIREMENTS**

 Bidder/Contractor must:

* 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. Provide scheduled maintenance that must be approved in writing at least five (5) business days 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 a part of this bid proposal under Exhibit 2 (Disaster Recovery Procedures).
	4. Provide the Contractor’s Recovery Point Objective (RPO) and Recovery Time Objective (RTO) which must be demonstrated in the bid response.
	5. Notify the County of any outage immediately via email to the County’s departments/agencies designated staff.
	6. Provide documentation on service levels under Exhibit 3 (Service Levels Documentation).
	7. Provide documentation on the Contractor’s organization’s controls related to their security, availability, process integrity, confidentiality, and privacy under Exhibit 4 (Organization Controls). If a recent SOC II audit report is available, this may be submitted.
	8. Provide problem resolution via a ticketing system to transaction and/or settlement discrepancies within two business days. Contractor’s Service Level Agreement (SLA) should define the turnaround of the response to tickets. SLA standards must be maintained throughout the term of any contract and amendment(s) that may result from this RFP, and proof of such must be provided if requested by County.
	9. Provide a dedicated support team via a toll-free number from at least 7:00 a.m. – 6:00 p.m. Pacific Time to County personnel for administrative and processing issues with customer service representatives’ and supervisor’s names and phone numbers.
	10. Comply with the Americans with Disabilities (ADA) and Section 508 requirements.
	11. Provide a written notice of any major upgrades or changes that will affect the service availability which must be provided at least five (5) business days in advance and approved by the County.
	12. Provide system maintenance windows that must fall on the weekends or holidays and must be clearly disclosed in advance to all users of the system.
1. Communicate in writing to the County designated staff all planned downtime at least five (5) business days in advance.
2. Contractor must provide service availability metrics monthly to Alameda County administrators to meet County department/agency needs.
	1. Provide the necessary trainings and technical support to the County to facilitate credit/debit cards, EFT payments, using POS equipment, and any additional method of electronic payment requested by the County.
	2. Provide training to the County in creating required reconciliation and ad-hoc reports.
	3. Provide user manuals and step-by-step instructions, support services for the users of the system with a glossary of terms, and frequently asked questions.
	4. Provide at least one “train-the-trainer” training class annually at a mutually agreeable time. Contractor must recommend the duration of the class to the County; however, the County reserves the right to increase or decrease it. The training class must cover the following topics at a minimum:
3. Application Administration Functions
4. Departmental Administration Functions
5. Data Entry / Fee Collection Functions
6. Reporting Functions
7. Error/Corrections Handling
8. Technical Development / API Systems Integration
9. Out-of-the-box e-Payments solution business processes.

q. Provide required training as a combination of in-person training or virtual training.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

**[Click here to join RFP 902241 e-Payments Solution Bidders' Conference](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_N2Y3Yjg3NjctOWEzZS00NjdmLTg5ODUtMzk0MmFmZWFhYzYy%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%229b05bb24-d3d5-48ef-bdc2-f7fcfa008285%22%7d)**

Or call in (audio only)

+1 415-915-3950, 540242850# United States, San Francisco

(888) 715-8170 ,540242850# United States (Toll-free)

Phone Conference ID: 540 242 850#

1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](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: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-withus/upcoming-contracting-events/>].
2. Information regarding the RFP will be presented during the conference(s). 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.
3. Bidders Conference(s) will be held to:
	* + 1. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			2. Provide the County with an opportunity to receive feedback related to this RFP.
		1. The Bidders Conference(s) Attendees List will be released in a separate document.
		2. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
		3. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Yulia Margolin, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: Yulia.Margolin@acgov.org

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** 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 may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The five (5) Bidders receiving the highest preliminary scores and with at least 285 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 525 points, including the possible 25 points for local preference points (derived from 5% for *local* preference). Proposals will be ranked by their final scores.
	1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
	2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. 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 and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members.  |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the 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 in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | 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](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Cost (Transaction Fees):**The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.Cost evaluation points may be adjusted by considering:1. Reasonableness (i.e., how well 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?).
 | 15 Points |
|  | **Business Requirements:**This criterion will be evaluated against the RFP specifications and Bidder’s proposal. | 15 points |
|  | **Banking/Finance Requirements**This criterion will be evaluated against the RFP specifications and Bidder’s proposal. | 15 points |
|  | **Reporting Requirements:**This criterion will be evaluated against the RFP specifications and Bidder’s proposal. | 10 points |
|  | **Technical Requirements:**This criterion will be evaluated against the RFP specifications and Bidder’s proposal, including Exhibit 1 (Functional and Technical Process). | 10 points |
|  | **Support Requirements:**This criterion will be evaluated against the RFP specifications and Bidder’s proposal, including Exhibit 2 (Disaster Recovery Procedures), Exhibit 3 (Service Levels Documentation), and Exhibit 4 (Organization Controls). | 10 points |
|  | **Implementation Plan and Schedule** | 10 points |
|  | **References (See Exhibit A – Bid Response Packet)**  | 5 points |
|  | **Community Engagement:**Bidder’s response must include Bidder’s community engagement proposal to provide engagement efforts, partnership, and deliverables for residents of Alameda County. Community engagement proposals must identify best practices, include approaches, description of proposed community engagement, implementation plan and schedule, and identify work plans that expand the range and depth of relationships to create opportunities for meaningful participation of Alameda County’s diverse communities. | 10 Points |
| 1. **C**
 | **Oral Interview:**The oral interview on the proposal must 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. | Vendor interview may be used to revise/inform scores of criteria above |
| **LOCAL BUSINESS PREFERENCE** |
|  | ***Local* Preference:** Points equaling 5% of 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

* + 1. During the initial 120-day period of any contract awarded, he 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.
		2. The County reserves the right to determine, at its sole discretion, whether:
			1. The Contractor has complied with all terms of this RFP and the contract; and
			2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
		3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email 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/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda 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 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 must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 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, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The Contract Specialist will send a notification to Bidders if a protest is received.
		1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: 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 must be final prior to the Board hearing.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, 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 Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must 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 must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			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 finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will 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 contract term, which may be awarded pursuant to this RFP, will be five (5) years.
		2. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFP, including Addendum and other documents, to manufacturers’ trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
			1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
			2. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
		2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
		3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## 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 not increase, but except as noted below, remain fixed and 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 will be extended to the County.
		3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		4. Taxes and freight charges:
			1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
			2. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
			3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
			4. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
		5. All prices quoted must be in United States dollars.
		6. Price quotes must include any and all payment incentives available to the County.
		7. 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, and the Bidder must honor the unit price quoted.
		8. 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. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
			3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
		2. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, 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 will be made solely at the discretion of the County.
			2. Any bid proposals 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 reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		3. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, 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 Purchase Order (PO) will be issued after an executed contract and Board Director approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
		2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
		3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## WARRANTY

* + 1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the proposal will conform to the descriptions and specifications contained herein, in the submitted proposal, 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/or services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty must survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder must be guaranteed for a period of five (5) years from the date of acceptance by the County.

## INVOICING

* + 1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must 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 must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the various Alameda County Agencies to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. 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. Any communication regarding this RFP with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
		3. Contact Information for this RFP:

Yulia Margolin, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: Yulia.Margolin@acgov.org

Phone: (510) 208-9615

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. 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 the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) will not extend the due date and time.
			2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
			3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
			4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County will 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/>].
			5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
			6. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. Submissions Processes
			1. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
			2. Only one bid proposal 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” will 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.
			3. The final award information will be posted on the County’s “Contracting Opportunities” website.
			4. The County reserves the right to reject any proposal.
			5. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		3. Legal Requirements
			1. “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. 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”. (California Government Code Section 4552).
			2. By submitting a bid proposal, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and must 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 RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
			4. The Bidder, by submitting a proposal, 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).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS 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.
		2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. The following pages require confirmation, declaration, and /or a signature (?). There must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
	* 1. 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 Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Excel Bid Form must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. 902241

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 [ ]  Sole Proprietor

 [ ]  Non-Profit / Church [ ]  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: |  |
| Email Address: |  |

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
	1. [**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. [**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/>]

1. [**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/>]

1. [**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/>]

1. **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**

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

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 and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, 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. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any 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 bid proposal and/or any resulted 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 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 of business residency, identifying the name of the bidder and the local address. Examples of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| --- |
| **SIGNATURE:** ✍ Name/Title of Authorized Signer:  Dated this  day of  20  |

|  |
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| **DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)** |

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

* Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
* Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
* Does not have a proposed debarment pending; and
* Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof will also constitute the signature of this Certification.

|  |
| --- |
| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ✍ **DATE:**  |

|  |
| --- |
| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

1. Bidder must be regularly and continuously engaged in the business of implementing and providing e-Payments services for at least three (3) years, which must be clearly stated or demonstrated in the bid response, Exhibit A- Bid Response Packet, Bidder Minimum Qualification Section.

**Response: Please affirm it in writing here and/or reference a page where this information can be found in the bid response.**

1. Bidder must be compliant with Payment Card Industry (PCI) and EMV (Europay, MasterCard, and Visa) technology standards, which must be clearly stated or demonstrated in the bid response, Exhibit A- Bid Response Packet, Bidder Minimum Qualification Section.

**Response: Please affirm it in writing here and/or reference a page where this information can be found in the bid response. Proof of PCI compliance and satisfactory EMV standards must be provided if requested by the County.**

1. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

|  |
| --- |
| BID FORM |

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

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on Alameda County **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. 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.

**Contractor must bear the cost of set up, integration, training, software and software license, maintenance cost, annual cost and support, technical support, required customization, equipment necessary to process payers’ transactions, such as Point of Sale (POS) equipment, etc., and the cost of a phone and web access to their application.**

**Contractor must finance the cost of providing service through transaction/processing fees charged directly to the residents as a part of each transaction.**

**Response: Please submit the separate County provided Excel Bid Form through the Alameda County** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**.**

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| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. Number of years of their direct experience managing e-Payment services. (at least three (3) years).
2. The person’s relationship with Bidder, including job title and years of employment with Bidder.
3. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
4. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, the Bidder must identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder must identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 3-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

**Response:**

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| --- |
| Business Requirements RESPONSE |

**Instructions**:Bidder is to provide a **Business Requirements Response**.

**Response must be provided under each paragraph, including supporting information. Hyperlinks for supporting information/documentation will not be accepted as a valid response.**

The *Business Requirements Response* must address how the bidder will meet or exceed each requirement listed in Section F.3 (Business Requirements).

While the application will be administered by designated County staff, Contractor must:

* 1. Process credit and debit cards, e-check payments via the County’s various websites, Interactive Voice Response (IVR)’s, phone systems, and POS locations in real-time.

**Response:**

* 1. Provide service for all County departments. Each department/agency must have its own bank accounts and merchant identification (ID). Bank accounts must have an online access option. Each POS device must have its own identifier.

**Response:**

* 1. Provide processing for multiple “brands” and types of cards. The “brands” include, but are not limited to, MasterCard, Visa, Discover, and American Express. Master and Visa Cards must be funded in no more than two (2) business days and Discover and American Express Cards must be funded in no more than three (3) business days.

**Response:**

* 1. Provide a separate process for collecting funds for items or services purchased. The collection of processing fees must be handled separately by the Contractor.

**Response:**

* 1. Validate the EFT Banking Information routing numbers provided at the time of submission of payment.

**Response:**

* 1. Provide directly or through a partner-compliant POS equipment for in-person transactions for card/proximity readers and the ability to conform with the County’s established payment protocols and Application Programming Interface (API). Contractor must provide replacements and upgraded POS equipment when needed at no cost to the County. POS equipment replacements must be provided to the County within three (3) calendar days from the request. **Contractor must provide models and pictures of the POS equipment with the bid submission**.

**Response:**

**Models and pictures of the POS equipment:**

* 1. Accept and integrate with electronic/digital wallet solutions (e.g., PayPal, PayPal Credit, Apple Pay, etc.) Quick Response (QR) Code capability option must be supported by Contractor to meet County Department/Agency needs.

**Response:**

* 1. Accept e-checks/ debit/credit card via chip reader/ Near Field Communication (NFC)/PIN pad (POS) with the flexibility to add or remove POS at the County’s sole discretion and the ability to conform with the County’s established payment protocols and API.

**Response:**

* 1. Support Address Verification Service (AVS) and Security Code (Visa Card Verification Value 2 (CVV2), MasterCard Card Verification Code (CVC), Discover Card Identification Number (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. Verification must be performed in real-time.

**Response:**

* 1. Process transaction adjustments and voids (voids, credits, reversals, etc.) and troubled payments (erroneous transactions, fraud, duplicate payments, etc.). The County must have the ability to control voids and reversals and restrict what roles have the ability to perform and authorize these actions. During corrections, a new confirmation number must be issued for a document, and the confirmation number originally issued must also be reflected. A void or full refund must always return the full transaction fee to the payer, if applicable, within no more than three (3) business days. A receipt notification for a full refund must be sent to the payer. An electronic or printed receipt option must be available.

**Response:**

* 1. Meet the highest and current Payment Card Industry (PCI) and National Automated Clearing House Association (NACHA) compliance requirements with subsequent upgrades of those standards throughout the term of any contract and amendment(s) that may result from this RFP.

 **Response:**

* 1. Comply with American Institute of Certified Public Accountants (AICPA) 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.

**Response:**

* 1. Build a customizable application to meet County’s specific needs in enforcing business rules to a transaction during implementation (Example: only allowing to enter the exact amount due or allowing payers to enter less than or greater than the amount due).

**Response:**

* 1. Work with each County’s department/agency for implementation and integration with the existing County payment processing systems.

**Response:**

* 1. Integrate with the County’s IVR system (StreamWrite) to process payments over IVR integrated with the County’s IVR solution for credit/debit cards and EFT.

**Response:**

* 1. Submitted payments via ACH no more than two (2) business days 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.

**Response:**

* 1. 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 the County, excluding time dependent upon third parties and delays caused by failures or delays in the third party’s operating systems.

**Response:**

* 1. Charge the required processing fee directly to the payer as a part of each transaction. The system must charge this fee separately from the County transaction and provide receipts to the payer detailing the amount of the itemized 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 payer of a processing/transaction fee and its amount and an acknowledgment and acceptance of the processing fee by the payer prior to the completion of the transaction.

**Response:**

* 1. Accommodate stand-alone transactions to meet County Department/Agency specific needs to facilitate payments that require special handling, such as mixed tender. For example, if a payer wishes to pay some funds in cash and some via credit card.

**Response:**

* 1. Process international payments via debit and credit cards for online and phone transactions from payers. The payments must be in United States dollars (USD), and the Country must receive exactly the amount paid by the payer, with the current exchange rates being irrelevant to the County.

**Response:**

* 1. 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.

**Response:**

* 1. Electronically deposit collected funds into designated banking account(s) established by the County on a nightly basis.

**Response:**

* 1. Separate deposits per entity with individual identifiers. The County must be able to see each department/agency’s deposits as their own line item, not integrated into one deposit.

**Response:**

* 1. Issue payer receipts with data elements and receipt information in a format chosen by the County with the option to view the receipts from past payments history for a minimum of five (5) years.

**Response:**

* 1. Issue County customizable payer receipts in duplicate. An electronic or printed receipt option must be available.

**Response:**

* 1. Provide ability to grant County users with different levels of access within the proposed system, such as having users, groups, and department/agency access definitions.

**Response:**

* 1. Provide ability to grant County users with different levels of access within the system for reporting purposes.

**Response:**

* 1. Provide ability to grant exclusive access to department/agency level data to specific members of the department/agency. There may be users that need access to oversee all department/agency data for the Auditor-Controller oversite.

**Response:**

* 1. Describe the security structure and process for access granting to County users with different levels of access within the proposed system, which must be described below.

**Response:**

* 1. Provide a management system for ticketing and resolution of issues, which must be described below.

**Response:**

* 1. Provide testing plan to be approved by the County and conduct system testing and integration prior to going into production to ensure that the system functions as intended. The results of test coverage and metrics must be presented to the County.

**Response:**

**Maximum Length: None**

|  |
| --- |
| Banking/Finance Requirements RESPONSE |

**Instructions**:Bidder is to provide a **Banking/Finance Requirements Response**.

**Response must be provided under each paragraph, including supporting information. Hyperlinks for supporting information/documentation will not be accepted as a valid response.**

The *Banking/Finance Requirements Response* must address how the bidder will meet or exceed each requirement listed in Section F.4 (Banking/Finance Requirements).

1. Ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction through the transaction cycle, including the source of transaction (online, POS) authorization, settlement, funding, and reconciliation.

**Response:**

1. Provide configurability to allow payments to be credited to pre-identified bank accounts for different County departments and agencies.

**Response:**

**Maximum Length: None**

|  |
| --- |
| REPORTING REQUIREMENTS RESPONSE |

**Instructions**:Bidder is to provide a **Reporting Requirements Response**.

**Response must be provided under each paragraph, including supporting information. Hyperlinks for supporting information/documentation will not be accepted as a valid response.**

The *Reporting Requirements Response* must address how the bidder will meet or exceed each requirement listed in Section F.5 (Reporting Requirements).

Contractor must provide reporting requirements that must include the following. Samples of the reports are recommended to be submitted with the bid response

1. Access real-time reports via a secured website for one or all County accounts with restriction of access.

**Response:**

1. All reports must have the option to filter by any category and be able to be downloaded and saved in an exportable format such as comma-separated values (CSV), Excel, and Portable Document Format (PDF).

**Response:**

1. Ability to customize reports with a real-time interface for all transactions in a single report system. Reports must include all payment channels, all payment types, and all County departments/agencies with detailed transaction information such as account, unique identifier, payment type, dates, amounts, category, source, department/agency, address including customizable columns, saved searches.

**Response:**

1. Ability to run a report to help with reconciliation for each bank account.

**Response:**

1. Reports for daily closing routines, where successfully completed transactions are approved and released for transmission to the appropriate financial system for posting.

**Response:**

1. Provide transaction reports of adequate detail to allow daily reconciliation of funds received for all relevant accounts at each point of service with a breakdown of the primary amounts deposited to the County and transaction/processing fees for all payments and transactions, including voids and refunds.

**Response:**

1. Generate business-specified reports in the format chosen by the County.

**Response:**

1. Ability to cross-balance reports.

**Response:**

1. 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).

**Response:**

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

**Response:**

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

**Response:**

1. Include reporting capabilities that provide daily, weekly, monthly, and year-to-date totals by payment type (credit card or EFT), transaction type, and record count by the user-designated number of days for transaction totals. These reports must also provide a breakdown/sub-total by payment and transaction types. All reports must 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. County’s departments/agencies' Contact information must be included in the event of an error.

**Response:**

1. Electronically store daily, weekly, monthly, and annual totals and transaction detail by payment type, transaction type, and record count for a minimum of five (5) years.

**Response:**

1. Run a monthly report to the County administrators summarizing the activity for all departments/agencies within the County by department/agency name, payment type (with gross sales included), voids, net sales, and total transaction counts. This report must include all card and EFT types and a breakdown of the primary amount deposited to the County and transaction fees deposited to the Contractor for all payments and transactions, including voids.

**Response:**

1. Generate customizable Ad Hoc reports to meet County Department/Agency needs.

**Response:**

**Maximum Length: None**

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| Technical Requirements RESPONSE |

**Instructions**:Bidder is to provide a **Technical Requirements Response**.

**Response must be provided under each paragraph, including supporting information. Hyperlinks for supporting information/documentation will not be accepted as a valid response.**

The *Technical Requirements Response* must address how the bidder will meet or exceed each requirement listed in Section F.6 (Technical Requirements).

Contractor must provide technical requirements that must include the following:

1. PCI compliance with Europay, MasterCard, and Visa (EMV) technology standards 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.

**Response:**

1. PCI compliance and satisfactory EMV standards must be maintained throughout the term of any contract and amendment(s) that may result from this RFP, and proof of such must be provided if requested by County.

**Response:**

1. Any integration to Alameda County applications requires the Contractor to comply and follow the County standards specific to that application. At a minimum, software must 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 reserves the right to assess against those standards periodically throughout the term of any contract and amendment(s) that may result from this RFP via a written request three (3) business days in advance.

**Response:**

1. 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.

**Response:**

1. Communication back to the County must be via a secure communication method (such as Hypertext Transfer Protocol Secure (HTTPS) APIs, Secure File Transfer Protocol (SFTP) of interface files, etc.).

**Response:**

1. Always maintain the most current technology for data encryption and protection during transmission to and from servers. All Contractor’s servers receiving data must have security keys installed to secure the transmission of the data and include a certified VeriSign certificate or comparable certificate.

**Response:**

1. Mobile-friendly payment pages to meet County department/agency-specific needs.

**Response:**

1. Have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the County. **A procedure to handle suspended (failed) batch transmissions must be included in the bid response.**

**Response:**

**A procedure to handle suspended (failed) batch transmissions:**

1. Integrate with the County’s IVR vendor system: StreamWrite.

**Response:**

1. Have APIs available to integrate e-Payments services with other County business systems, both packaged and custom systems.

**Response:**

1. Ability to store additional information on e-Payments transactions to reference transactions in external systems (e.g., reference number, APN, case number, etc.)

**Response:**

1. Maintain industry-standard data privacy controls sufficient to meet the requirements of the applicable security standards and California State Privacy statutes and regulations. Contractor must be fully responsible for all administrative and financial obligations that arise from any security breach caused by the Contractor.

**Response:**

1. Describe functional and technical process flows for the e-Payments solution. **These must be submitted as part of this bid proposal under Exhibit 1 (Functional and Technical Process).**

**Response:**

* + - * 1. Contractor must comply with the County’s change management schedule and best practices, standards, and guidelines around security, architecture, firewall rules, and methodology.

**Response:**

* + - * 1. Contractor must be responsible for the maintenance, reliability, and security of all its systems related to providing credit card transaction processing services, including the disclosure of all third parties involved in this process.

**Response:**

**Maximum Length: None**

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| Support Requirements RESPONSE |

**Instructions**:Bidder is to provide a **Support Requirements Response**.

**Response must be provided under each paragraph, including supporting information. Hyperlinks for supporting information/documentation will not be accepted as a valid response.**

The *Support Requirements Response* must address how the bidder will meet or exceed each requirement listed in Section F.7 (Support Requirements).

Bidder/Contractor must:

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.

**Response:**

1. Provide scheduled maintenance that must be approved in writing at least five (5) business days in advance by County and occur during County’s non-business hours.

**Response:**

1. Provide documentation on disaster recovery procedures. **A sample of disaster recovery procedures must be submitted as a part of this bid proposal under Exhibit 2 (Disaster Recovery Procedures).**

**Response:**

1. **Provide the Contractor’s Recovery Point Objective (RPO) and Recovery Time Objective (RTO) which must be demonstrated in the bid response**.

**Response:**

1. Notify the County of any outage immediately via email to the County’s departments/agencies designated staff.

**Response:**

1. **Provide documentation on service levels under Exhibit 3 (Service Levels Documentation).**

**Response:**

1. **Provide documentation on the Contractor’s organization’s controls related to their security, availability, process integrity, confidentiality, and privacy under Exhibit 4 (Organization Controls). If a recent SOC II audit report is available, this may be submitted.**

**Response:**

1. Provide problem resolution via a ticketing system to transaction and/or settlement discrepancies within two business days. Contractor’s Service Level Agreement (SLA) should define the turnaround of the response to tickets. SLA standards must be maintained throughout the term of any contract and amendment(s) that may result from this RFP, and proof of such must be provided if requested by County.

**Response:**

1. Provide a dedicated support team via a toll-free number from at least 7:00 a.m. – 6:00 p.m. Pacific Time to County personnel for administrative and processing issues with customer service representatives’ and supervisor’s names and phone numbers.

**Response:**

1. Comply with the Americans with Disabilities (ADA) and Section 508 requirements.

**Response:**

1. Provide a written notice of any major upgrades or changes that will affect the service availability must be provided at least five (5) business days in advance and approved by the County.

**Response:**

1. Provide system maintenance windows that must fall on the weekends or holidays and must be clearly disclosed in advance to all users of the system.

**Response:**

Communicate in writing to the County designated staff all planned downtime at least five (5) business days in advance.

**Response:**

Contractor must provide service availability metrics monthly to Alameda County administrators to meet County department/agency needs.

**Response:**

1. Provide the necessary trainings and technical support to the County to facilitate credit/debit cards, EFT payments, using POS equipment, and any additional method of electronic payment requested by the County.

**Response:**

1. Provide training to the County in creating required reconciliation and ad-hoc reports.

**Response:**

1. Provide user manuals and step-by-step instructions, support services for the users of the system with a glossary of terms, and frequently asked questions.

**Response:**

1. Provide at least one “train-the-trainer” training class annually at a mutually agreeable time. Contractor must recommend the duration of the class to the County; however, the County reserves the right to increase or decrease it. The training class must cover the following topics at a minimum:
2. Application Administration Functions
3. Departmental Administration Functions
4. Data Entry / Fee Collection Functions
5. Reporting Functions
6. Error/Corrections Handling
7. Technical Development / API Systems Integration
8. Out-of-the-box e-Payments solution business processes.

**Response:**

1. Provide required training as a combination of in-person training or virtual training.

**Response:**

**Maximum Length: None**

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| **IMPLEMENTATION PLAN AND SCHEDULE** |

**Instructions:** Bidder is to provide an **Implementation Plan and Schedule**.

The 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.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract. Bidders should consider the information and questions contained in the Evaluation Criteria and Specific Requirements in preparing the Implementation Plan and Schedule.

**Maximum Length: None**

**Response:**

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| **REFERENCES** |

**Instructions**: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of three (3) current references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should 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 the Bidders’ bid proposals.

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 the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

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| **REFERENCES** |

RFP No. 902241

e-Payments Solution

Bidder Name:

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

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

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

\*Use additional pages as necessary

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| COMMUNITY ENGAGEMENT |

**Instruction:** On the following page, Bidder must provide and demonstrate the information on community engagement.

Bidder’s response must include Bidder’s community engagement proposal to provide engagement efforts, partnership, and deliverables for residents of Alameda County. Community engagement proposals must identify best practices, include approaches, description of proposed community engagement, implementation plan and schedule, and identify work plans that expand the range and depth of relationships to create opportunities for meaningful participation of Alameda County’s diverse communities.

**Maximum Length: None**

**Response:**

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

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

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

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before 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 a contract issued from 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 1**

**FUNCTIONAL AND TECHNICAL PROCESS**

Bidder must describe functional and technical process flows for the e-Payments solution as part of this bid proposal.

**EXHIBIT 2**

**DISASTER RECOVERY PROCEDURES**

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

**EXHIBIT 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 4**

**ORGANIZATION CONTROLS**

Bidder must provide documentation on its organization’s controls related to their secutiry, 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.