

Sussex County, Delaware



Request for Proposal: Electronic Payment Processing Services Finance - Billing Services

Due Date and Time: June 15, 2023 - 3:30 PM EST

Receipt Location:

Sussex County
2 The Circle
P.O. Box 827
Georgetown, DE 19947

WARNING: Prospective Proposer who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they did not receive communications from the Issuing Office prior to the closing date.

Request for Proposal:
Electronic Payment Processing Services

Due: June 15, 2023

Advertisement

Request for Electronic Payment Processing Services

Sussex County Finance is soliciting proposals from vendors capable of satisfying Sussex County's needs for Credit Card and other forms of Electronic Payment Processing Services. The vendor must have the ability to integrate with Tyler Cashiering and Munis (all current and future versions).

Criteria for selection will be fees, reporting capabilities, technical approach, integration and timeline. The selection process will be conducted in accordance with 29 Del. C. §6982 and the Request for Proposal. The selection process will be led by an in-house project and evaluation team. The criteria shall determine all applicants that meet the minimum qualifications.

The request for proposals may be obtained by visiting Sussex County's website www.sussexcountyde.gov/legal-notices/bids or by contacting Ms. Katrina Mears, Sussex County Finance at 302-855-7859 or kmears@sussexcountyde.gov. The proposal may be obtained during regular business hours, which are 8:30 to 4:30, Monday through Friday.

Any firms having questions concerning the proposal should submit them in writing via e-mail no later than 4:00 p.m. EST, **May 15, 2023**, to Katrina Mears, at kmears@sussexcountyde.gov.

Written proposals are due by **June 15, 2023**, at 3:30 PM EST to Katrina Mears at 2 The Circle, Georgetown, DE 19947.

1.0 Introduction and Purpose

This Request for Proposal (RFP) is intended to solicit proposals from Proposers capable of satisfying Sussex County's needs for Credit Card Processing and other forms of electronic payments for use throughout County departments. Vendor responses will be evaluated and ranked based on the criteria described in this RFP. In addition to soliciting written responses, this document provides information to assist vendors in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers.
- Specifies the desired format and content of proposals responding to this RFP.
- Outlines the County's evaluation and selection procedures.
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal.

1.1 No Obligation

This inquiry implies no obligation on the part of Sussex County Government.

1.2 County's Mailing Address

Proposals shall be addressed to:

Katrina Mears
Sussex County Finance
2 The Circle
PO Box 589
Georgetown, DE 19947

1.3 Questions and Inquiries

The sole point of contact for the purposes of this RFP is using the following contact information. All inquiries must be submitted in writing.

Name	Katrina Mears
Email	kmears@sussexcountyde.gov

1.4 RFP Schedule of Events

The following schedule of events represents the County's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by at least the same number of days.

RFP Schedule of Events	
RFP Issued	05/01/2023
Questions from Vendors due	05/15/2023
Proposals due	06/15/2023
Begin Contract Negotiations	07/05/2023

1.5 Amendments and Addenda to the RFP

If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all vendors known to have received the RFP.

Acknowledgement of the receipts of all amendments, addenda and changes if issued shall be returned in writing, with the proposal. Failure to return a signed amendment or addendum will result in the Proposers proposal being deemed non-responsive.

1.6 Incurred Expenses

Neither Sussex County nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal.

2.0 Background Information

2.1 Purpose of the RFP

This Request for Proposal is issued by Sussex County Government to solicit proposals from qualified vendors capable of satisfying Sussex County's needs for Credit Card Processing and other forms of electronic payments for use throughout County departments. It is the intent of the County to enter into an agreement with a vendor who can provide the complete range of requirements described in Section 3.0 (Scope of Work).

The County is seeking responses from vendors who can demonstrate that they possess the organizational, functional, and technical capabilities and expertise to perform the services and meet or exceed the requirements and service levels specified herein. The County and the vendor will negotiate a final contract incorporating appropriate portions of the proposer's response to the RFP. Information concerning the County's objectives, current environment, project scope, timeline, requirements, and evaluation criteria are enclosed in this information packet.

2.2 Project Objectives

To continue to offer residents, customers and guests a cost effective and secure method to conduct business with the County while utilizing debit/credit cards and other forms of electronic payments through face-to-face transactions, online or over the phone.

These services will aid the county in the following objectives:

1. Timely and accurate payment of invoices with a variety of payment options
2. Ability to research and resolve customer issues via reporting
3. Full integration with Tyler Technologies
4. 24 Hour, 7 day per week availability for phone/on-line payments
5. Fee processing where the customer pays for the service directly without County billing

3.0 Scope of Work

Sussex County Government is seeking written proposals from qualified firms to provide credit card processing and other forms of electronic payment throughout County departments.

1. Provide a competitively based discount for the processing of the major credit cards: Visa, MasterCard, Discover, and American Express.
2. The service shall allow the County to authenticate the cardholders and use the card's magnetic stripe or chip to authenticate the cardholder and to authorize and capture the transaction.
3. Provide payment, settlement and refunding services.
4. One phone number or web address for multiple invoice types.
5. Provide the customer a transactional receipt with:
 - a. All but the last 4 numbers of the credit card redacted
 - b. No reference to the expiration date
 - c. The processing fee listed separately on the receipt
6. Provide immediate and direct deposit of all payments made by a customer into a designated County bank account through a County-approved banking partner. At no time would the payments flow through a contractor's bank account.
7. Fully integrate with the current and future versions of Tyler Cashiering and Munis products.
8. Integration either direct or via an acceptable import with Landmark (Recorder of Deeds software).
9. Provide, at no cost to the County, on-site or on-line technical service as required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.
10. Be a company or corporation regularly engaged in the acceptance and processing of debit/credit card and other forms of electronic payments, providing on-line reporting service with at least 5 (5) years of experience.
11. Demonstrate to the satisfaction of the County that your Company has adequate financial resources, experienced personnel, and experience in processing debit/credit cards and other forms of electronic payments.

12. Provide documentation to support the qualifications criteria as part of the RFP.
13. Provide real time web-based reporting of transactions by department and/or location.
14. Be fully compliant with all payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council.
15. Provide on-line resources for retrieving, reviewing, printing and/or downloading transactions and settlement data in a format compatible for importation into the County's various systems (Tyler Technologies – Munis), both real time and historical.
16. Allow multiple County users with access to on-line reporting.
17. Provide initial and ongoing training as is necessary.

4.0 General Contract Information

4.1 Description of Procedural and Implementation Costs

Prices shall include all costs associated with performing the requirements stated in the specifications and there can be no additional charges for other overhead. Please include all costs that are associated with credit card and other electronic payment processing and any other costs that may be associated to implement this process.

Terms of Contract

The contract will be for a term of three years and may be renewed for up to two (2) additional years at the option of Sussex County. Sussex County Government reserves the right to cancel this contract, provided 30-day written notice is given.

Insurance Requirements

Insurance will be required at limits and coverage stipulated by the County at the time of contract execution. The following limits are required:

- A. Commercial General Liability – Commercial general liability insurance which insures against claims for bodily injury, personal and advertising injury and property damage including loss of use arising out of or in connection with Scope of Work under this RFP. The minimum limits of liability for this insurance are as follows:

- \$1,000,000 combined single limit- each occurrence;
- \$1,000,000 combined single limit - personal and advertising injury;
- \$2,000,000 combined single limit - general aggregate; and
- \$2,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

1. Any general aggregate limit shall apply per project and per location basis;
 2. Liability arising from premises and operations;
 3. Liability arising from the actions of independent contractors;
 4. Liability arising from completed operations with such coverage to be maintained for three (3) years after final payment;
 5. Contractual liability including protection for Prospective Proposer from bodily injury and property damage claims arising out of liability assumed under this RFP; and
 6. Waiver of subrogation in favor of the County.
- B. Business Auto Liability Insurance - Business auto liability insurance that insures against claims for bodily injury and property damage, with a minimum combined single limit of \$1,000,000 per accident and including coverage for claims arising out of:
1. Liability arising out of the ownership, maintenance, or use of any auto;
 2. Contractual liability including protection for Prospective Proposer from bodily injury and property damage claims arising out of liability assumed under this RFP.
 3. Waiver of subrogation in favor of the County; and

4. The County will be included as an additional insured.
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- C. Workers Compensation Insurance and Employers' Liability- Workers' compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers' liability insurance with minimum limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease; and \$1,000,000 policy limit for bodily injury by disease. Prospective Proposer shall secure a waiver of subrogation in favor of the County for Employers' Liability.
 - D. Umbrella Excess Liability or Excess Liability Insurance - \$5,000,000 each occurrence; \$5,000,000 aggregate other than products/completed operations and auto liability; \$5,000,000 products/completed operations aggregate; and this insurance shall include all of the following coverages on the applicable schedule of underlying insurance: (1) Commercial general liability; (2) Business auto liability and (3) Employers' liability. Prospective Proposer shall secure a waiver of subrogation in favor of the County.
 - E. The Prospective Proposer will maintain Technology Professional and Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the claims arising out of the Scope of Work undertaken by Prospective Proposer in this RFP, including, but not limited to:
 - (1) Technology Services Liability;
 - (2) Technology Products Liability;
 - (3) Network Security Liability;
 - (4) and Breach Response Costs including notification and credit monitoring;
 - (5) Information Security and Privacy Liability;
 - (6) Regulatory Defense and Penalties;
 - (7) Payment Card Industry fines and assessments;
 - (8) Website Media Liability;
 - (9) Bodily Injury and Property Damage Liability;
 - (10) Theft, alteration, damage to or destruction of electronic information and hardware;
 - (11) Cyber extortion;
 - (12) Computer Fraud;
 - (13) Funds Transfer Fraud;
 - (14) Social Engineering / Fraudulent Instruction Coverage

The above coverages shall be maintained with sublimits not less than \$1,000,000 per occurrence or claim.

The County and its elected and appointed officials, officers, directors, and employees shall be included as additional insureds on the Prospective Proposer's commercial general liability, business auto and umbrella or excess liability insurance policies with respect to liability arising

out of the Scope of Work under this RFP. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

1. On-going operations;
2. Bodily injury or property damage claims related to the County's general supervision of Work as provided by the Prospective Proposer under this RFP; and
3. Completed operations.

Prospective Proposer shall furnish certificates of insurance and complete policies acceptable to County, evidencing all policies required above. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the County.

4.2 Additional Terms and Conditions

All or part of this RFP and the successful proposal may be incorporated into the contract.

The County reserves the right to add, delete, or modify terms and conditions during the contract negotiations. These terms and conditions will be within the scope of this RFP and will not affect the proposal evaluations.

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the County's rights under any contract resulting from the RFP, will be considered null and void. The County is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the County's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.3 Contract Approval

This RFP does not, by itself, obligate the County. Upon written notice to the vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the County.

5.0 Evaluation Criteria and Procedure

5.1 Evaluation Criteria

The County's final selection will not be dictated on any single factor including price. The RFP review team will evaluate proposals and will include both objective and subjective analysis. Proposals will be evaluated based on: fees, reporting capabilities, technical approach, integration and proposed timeline.

Fees (15%): Proposer's overall transactional fees to customer and other County fees based on annual volume in attachment 2.

Reporting Capabilities (25%): Proposer's experience, clarity and ease of use in providing reporting capabilities for transactional data.

Technical Approach (20%): The available technology and resources necessary to provide current and future credit card and other forms of electronic payments throughout Sussex County Government.

Integration (35%): Proposer's ability to fully integrate with current and future versions of payment software, Tyler Technologies.

Proposed Timeline and Schedule (5%) – Proposer's ability to meet the implementation timeline.

5.2 Evaluation Procedure

The evaluation and selection process shall be conducted in accordance with 29 Del. C. §6982(b). After the written technical proposals have been scored, the County shall determine all applicants that meet the minimum qualifications to perform the required services. The County, at its sole discretion, reserves the right to have system demonstrations from those Proposers judged to be reasonably susceptible of being selected for award.

6.0 Proposal Response Format

6.1 General Instructions

The following instructions must be followed when submitting proposals:

1. The deadline for submitting proposals is established in Section 1.0 and proposals are due no later than 3:30 PM EST on June 15, 2023.
2. Proposals should be submitted to:

Katrina Mears
Manager of Business Services, Finance
2 The Circle
PO Box 589
Georgetown, DE 19947
3. Each written proposal must be submitted in a sealed envelope, addressed to Katrina Mears, Finance Department, 2 The Circle, PO BOX 589, Georgetown, DE 19947. Each sealed envelope containing a proposal must be plainly marked on the outside as “Credit Card Processing Services” and bear the name and address of the respondent. If sent by mail, the sealed envelope should be sent by certified mail and be indicated as received on the certified receipt prior to the Bid Opening. Late bids will not be accepted.
4. All responses to this RFP must contain the following items.
 1. Signed cover – page (Attachment 1)
 2. Copy of the Contractor’s insurance
 3. Detail bid sheet by type of transaction
 4. Reference list of at least three clients for whom the Contractor has successfully completed projects with in the past twenty-four months comparable to the those listed in 3.0 Scope of Work.

6.2 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. A review committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Proposers determined to be reasonable for award and any demonstrations, oral presentations or site inspections, if required in this RFP.

6.3 Right of Rejection

The County reserves the right to reject any proposals, in whole or in part. The County may reject any proposal that is not responsive to all the material and substantial terms, conditions, and performance requirements of this RFP.

The County may waive informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice other offers.
- Do not change the meaning or scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision.

The County reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Proposer determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.4 Clarification of Offers

Communications by the proposal evaluation committee are permitted with any Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

6.5 Contract Negotiation

After final evaluation, the County will negotiate with the Proposer of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Proposer fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Proposer of the next highest-ranked proposal.

6.6 Failure to Negotiate

If the selected Proposer:

- Fails to provide the information required to begin negotiations in a timely manner.
- Fails to negotiate in good faith.
- Indicates it cannot perform the contract within the budgeted funds available for the project;
or
- If the Proposer and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all Proposers.

6.7 Notice of Intent to Award

After the completion of contract negotiations, the County will issue a written Notice of Intent to Award and send copies to all Proposers. The Notice of Intent to Award will set out the names of

all Proposers and identify the proposal(s) selected for award. The scores and placement of other Proposers will not be part of the Notice of Intent to Award.

Successful Proposers names in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Proposer and the County sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the County during normal business hours within seven calendar days of the date of the Notice of Intent to Award.



Attachment 1: Request for Proposal Cover Page

This signature sheet must be returned with your proposal as the cover page.

- i. The undersigned is an authorized representative of the firm and is designated to submit this RFP.
- ii. To be considered for selection, the Contractor must submit a complete response to this request for proposal.
- iii. In submitting this proposal, it is agreed that Sussex County reserves the right to waive informalities and to reject any and all proposals.
- iv. Attached hereto and made a part of this proposal.

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone number: _____

Fax number: _____

E mail address: _____

Entity Type (check one): **Individual** _____
 Corporation _____
 Partnership _____
 LLC _____



Attachment 2: Volume Breakdown (2022)

Method	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
In Person	Visa	349	411	532	534	530	486	475	525	697	504	440	377
	MC	89	106	108	94	134	101	72	105	130	98	101	81
	AMEX/Other	24	47	70	40	42	47	50	43	63	47	52	33
IVR	Visa	667	888	399	536	801	340	463	1035	921	825	1014	339
	MC	123	165	56	106	165	59	80	213	196	177	187	56
	Amex/Other	52	45	21	23	52	37	24	64	78	50	75	28
Online	Visa	1022	1053	627	963	1027	515	889	1705	1867	1410	1418	743
	MC	244	234	147	185	260	95	184	467	514	398	434	155
	Amex/Other	108	149	81	91	141	75	100	272	276	195	196	83
E Check		1129	1170	714	981	1179	691	960	3162	4525	1958	1749	932
Totals		3807	4268	2755	3553	4331	2446	3297	7591	9267	5662	5666	2827



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