

5/7/24

(Request For Proposal) TAC 527F

Addendum #3

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #3 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS / CLARIFICATION / CHANGES:

QUESTIONS:

- On RFP p. 2, under “Overview and Goals,” there is a reference to “future payment kiosks.” Will the selected Merchant Services provider be expected to provide the payment kiosks, or make our payment platform available via kiosk? **Payment kiosks are being solicited through a separate RFP. Bidders for that separate service are required to be able to work with our contracted merchant services provider at the time implementation of the kiosks begins.**
- On RFP p. 4, under “Anticipated Expansion Areas,” the City mentions it is pursuing a new enterprise open records system. Has this system already been selected? If yes, what is the system? Will the merchant services vendor need to integrate? **After the release of this RFP, it was determined that the enterprise open records system will *not* be using online payment functionality, so it is no longer in scope of this merchant and electronic payment services RFP.**
- What is the current fee schedule for processing fees paid by the City of Tulsa to its current vendor? **This information was provided in Addendum #2:**
 - **Non-utility transactions are charged 2.40% of total dollar volume processed.**
 - **Qualified utility transactions are charged \$1.45 per transaction.**
 - **Non-qualified utility transactions are charged 2.65% of total dollar volume of the nonqualified transactions processed.**
- If a vendor does not have examples of successful integrations with each of the City’s current software systems, but the vendor is willing and able to develop integrations, will this be sufficient to meet the integration requirements? **At a minimum, successful bidders must be able to demonstrate the ability to replicate existing integrations with the City’s ERP systems for online and IVR payments (Utilities, EPL/Energov) and existing integrations with external systems (RecDesk, Parkeon). Additionally, bidders *must* be able to onboard merchant processing for *all* current City systems in place, particularly Syntech/Fuelmaster, RecDesk, and Parkeon and show those successfully onboardings.**

- Does the “Performance Metrics and Contract Management” section (RFP p. 9-10) require any response from vendors, or has it been provided for information only? **Nothing required at this time.**
- Will the City accept electronic signatures such as DocuSign on proposal forms requiring signatures? **Yes**
- Will the City accept electronic notarization on proposal forms requiring notarization? **Yes**

1. Who is the current contract with? **Paymentus**
 - a. How long have they been the vendor? **Since May 2019**
 - b. How much longer is the current vendor under contract? **Contract is expiring this month**
 - c. Are there renewals left? **No**
 - d. How many renewals are left? **None**

2. Is the billing/contracting separate for the Tyler Payment Gateway and the Merchant Services Processing? **Yes**

3. Which integration APIs does the City of Tulsa have today for Merchant Services? **API utilized for Tyler Cashiering to Paymentus agent payment platform for Utility Billing card-based payments made in-person. API with NiceCXone for UB payments/updates of customer accounts through IVR system. API for transactions processes through Tyler Citizen Self Service to Munis (for real time update of UB customer payments) and EPL (for real time payment confirmation of online permitting payments). API with RecDesk for online payments of parks/rec transactions.**

4. Which merchant processors are the agencies currently using? **Paymentus and Paymentech**

5. Which merchant processors are the City of Tulsa’s ERP and third-party systems connected and certified to?

- a. Tyler Enterprise ERP (Munis) **Paymentus**
- b. Tyler Enterprise Permits and Licensing (EnerGov) **Paymentus**
- c. Tyler Enterprise Citizen Self Service (Munis and EnerGov) **Paymentus**
- d. Tyler Cashiering **Paymentus**
- e. Tyler Justice **not yet implemented**
- f. RecDesk (Parks and Recreation) **Paymentus**
- g. Flowbird/Parkeon (Parking Meters) **Paymentus**
- h. FuelMaster/Syntech (Compressed Natural Gas stations) **Paymentech**
- i. Nice CXone (IVR/Call Center) **Paymentus**

6. Can the you please provide an estimate of how many merchant accounts they would like supported through the life of the contract? **We currently have separate merchant accounts for each line of business (approximately 10) for help in reconciling bank deposits more easily. We are open to having fewer merchant accounts and will lean on the vendor to assist with making this possible while maintaining the integrity of our bank reconciliation process and needs.**

7. What is your current processing time for funds to hit your bank account (time of transaction processed to time of deposit in City of Tulsa's bank account)? **Two business days**
8. Will you please provide merchant card processing statements for three recent months so that we can provide the most competitive pricing?
9. How many POS/In Person Devices will be needed? a. What model(s) is the City of Tulsa currently using? b. Is the City of Tulsa planning on replacing all with new devices? **Currently use SecureMag Encrypted swipe devices (22 deployed) for most in-person locations and IDTECH Shuttle Card devices for 3 setups that use laptops or tablets for POS need (rather than PCs). We are open to replacement of devices.**
10. Are kiosks/kiosk payments a separate RFP? **Yes**
11. Can agency implementations be staggered, or is your expectation for them all to go live at the same time? **We understand that implementation may need to be staggered**
a. Is there any agency priority for implementation? **Current setups (in-person, online, IVR) have first priority**

Will the City accept proposals for the Anticipated Expansion Areas and is the expectation that these new areas would be awarded as a part of this procurement for Merchant and Electronic Payment Services? **Anticipated expansion areas are noted merely for reference as they may go live during the life of the awarded contract.**

For all existing Systems / Hardware that lack integrations today, is the City seeking an integration? If not, how does the City intend to reconcile those payment transactions upon award? **At a minimum, successful bidders must be able to demonstrate the ability to replicate existing integrations with the City's ERP systems for online and IVR payments (Utilities, EPL/Energov) and existing integrations with external systems (RecDesk, Parkeon). Additionally, bidders must be able to onboard merchant processing for all current City systems in place, particularly Syntech/Fuelmaster, RecDesk, and Parkeon and show those successfully onboardings.**

Is the intent to begin Implementation on 07/01/2024? If so, what is the anticipated Go-Live timeframe for all Agencies and Departments within the City? **Timelines noted in RFP are for reference. Implementation will commence upon completion of an executed contract.**

Is the City seeking a City-Wide Cashiering solution, that is currently installed at City Hall, Permits / Licensing, and Municipal Court for revenue management and collection for card in-person transactions? **The City will continue to use Tyler Cashiering as its enterprise-wide solution. We are open, however, to any hardware changes necessary for card processing at in-person locations as we understand that current processing hardware may not be compatible with a new vendor.**

Does the City intend to replace all existing Point-of-Sale equipment with PCI-Validated P2PE devices? If not, how does the City envision vendors awarded this contract to continue to support those devices? **See above response related to hardware changes**

For all Third-Party, non-Tyler systems, what is the preferred integration model the City seeking? **See above response to integrations and minimum requirements**

May Respondents include Optional Value-Added Services in “Other Costs/Fees”, knowing these are not Additional or Hidden Fees for Merchant Processing, but capture Optional Value-Added Services offerings per Agency or Department within the City? **Yes**

Will the City accept proposals from vendors that are not currently compliant with ISO 27001 and 27018? **The City wants to ensure that sensitive data is protected to the highest level. In the absence of the requested certifications, we ask that respondents demonstrate their adopted cybersecurity protocols and standards and these will be compared and evaluated against other respondents.**

In Addendum #2, The City has expressed its understanding that a phased implementation approach would be necessary and indicated its desire to transition in-person transactions first. In the City’s estimated timeline of executing a contract 6/26/2024 (anticipated) and begin service delivery 8/1/2024 (anticipated), how does the City define service delivery? Does the City expect that all in-person transactions would be transitioned by 8/1/2024 or would the City consider service delivery as completion of Discovery, Integration Solution and the Program implementation plan to be complete by 8/1/2024? **Timelines are listed for reference purposes. Vendor implementation and service delivery will commence upon the completion of an fully executed contract and a mutually agreed upon schedule by the vendor and the City.**

4/24/24

(Request For Proposal) TAC 527F

Addendum #2

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS / CLARIFICATION / CHANGES:

CHANGES:

Bid Submission Due Date Was: **5/15/24**

Bid Submission Due Date Changed to: **5/22/24**.

Preproposal Conference Date Was: **Tuesday, May 2, 2024**.

Preproposal Conference Date Corrected to: **Thursday, May 2, 2024**.

QUESTIONS

- Could the City expand on the type of payments and related departments within the "City Hall" payments mentioned on page 2 of the RFP document?
-
- **City Hall is a centralized payment collection location for Court fines, general billing invoices, some permitting and licensing fees, and other miscellaneous payments. In the near future, all City Hall payment processors will be able to also collect Utility Billing payments.**
- When does the City want the new vendor to be live with services? Which departments would be transitioned to the new vendor first?
-
- **The City would be seeking a quick turnaround time with a new vendor, understanding that a phased approach would likely be necessary. Existing in-person payment acceptance locations would be transitioned first, followed by more complex implementations requiring integration.**
-
- In addition to the processing fees provided, what other costs are part of the current service ?
-
- **Current recurring billed costs are processing fees only. Additional/replacement hardware is quoted and billed as needed. Development needs are scoped, quoted, and billed as requested.**
- Can the City provide its current transaction costs per service type?

-
- Non-utility transactions are charged 2.40% of total dollar volume processed.
- Qualified utility transactions are charged \$1.45 per transaction.
- Non-qualified utility transactions are charged 2.65% of total dollar volume of the non-qualified transactions processed.
- Can the city confirm the transaction volumes for the following:
-

Payment	Method	Channel	Volume	Transaction
Utility	Credit	Online	96,000,000	69,100
Permit/Licensing	Debit	Online	15,000,000	5,700
Utility	Credit	IVR	41,500,000	1,000
Utility	Credit	CSR Assist	2,100,000	400
Municipal Courts	Debit	Online	14,000,000	12,000

<u>IN-PERSON</u>	<u>METHOD</u>	<u>\$</u>	<u>TRX</u>
City Hall	Debit	\$154,000.00	1,000
	Credit	\$621,000.00	3,300
Permits/Licensing	Credit	\$496,000.00	1,900
	Debit	\$101,000.00	500
Parks & Rec	Debit	\$104,000.00	1,400
	Credit	\$106,000.00	1,000
Municipal Court	Debit	\$942,000.00	4,300
	Credit	\$963,000.00	4,400
Streets & Stormwater	Debit	\$31,500.00	460
	Credit	\$188,400.00	48,600
Animal Welfare	Debit	\$2,600.00	25
	Credit	\$14,100.00	150
Parking Meters	Card	\$71,000.00	50,000
TOTAL IN-PERSON		\$3,794,600.00	117,035

ONLINE

Utility Billing	Debit	\$27,000,000.00	200,500
	Credit	\$20,400,000.00	105,600
	eCheck	\$21,400,000.00	115,500
Permits/Licensing	Debit	\$1,500,000.00	5,700
	Credit	\$6,000,000.00	16,000
Public Works	Debit	\$3,000.00	5
	Credit	\$35,000.00	40
Police Records	Debit	\$5,300.00	1,500
	Credit	\$8,200.00	1,600
	eCheck	\$700.00	80
Parks & Rec	Debit	\$104,000.00	1,400
	Credit	\$106,000.00	1,800
Municipal Court	Debit	\$1,400,000.00	12,000
	Credit	\$650,000.00	5,500
	eCheck	\$120,000.00	1,000
TOTAL ONLINE		\$78,732,200.00	468,225

IVR

Utility Billing	Debit	\$4,600,000.00	30,500
	Credit	\$4,150,000.00	21,000
	eCheck	\$3,000,000.00	26,100
TOTAL IVR		\$11,750,000.00	77,600

CSR/AGENT ASSISTED

Utility Billing	Debit	\$2,000,000.00	13,100
	Credit	\$2,100,000.00	14,000
	eCheck	\$1,300,000.00	8,000
TOTAL CSR/AGENT ASSIST		\$5,400,000.00	35,100

TOTAL - ALL CHANNELS/METHODS		\$99,676,800.00	697,960
-------------------------------------	--	------------------------	----------------

4/19/24

(Request For Proposal) TAC 527F

Addendum #1

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS (Page 18)** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS / CLARIFICATION / CHANGES:

CHANGES:

Under: **RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

Cloud/SaaS Model

Was: Respondents must provide a solution that is available in a cloud or SaaS-based environment and that is FedRAMP compliant.

Changed to: Respondents must provide a solution that is available in a cloud or SaaS-based environment and that is **preferably** FedRAMP compliant.

Security

1. **Was:** Please provide a list of applicable security certifications that your company has achieved. At a minimum, Respondents must provide certification and/or compliance with the following standards:
 - a. PCI DSS (note level of certification)
 - b. ISO 27001 and 27018
 - c. SOC 1 & 2 Type II
 - d. FedRAMP Certified
 - e. NIST-800 compliant Information Security Program

2. **Changed to:** Please provide a list of applicable security certifications that your company has achieved. At a minimum, Respondents must provide certification and/or compliance with the following standards:
 - a. PCI DSS (note level of certification)
 - b. ISO 27001 and 27018
 - c. SOC 1 & 2 Type II
 - d. NIST-800 compliant Information Security Program

Request for Proposal

TAC 527F

Professional Services for: Merchant and Electronic Payment Services

Department: Finance

NIGP Commodity Code(s): 946-35, 946-70, 946-25

RFP Schedule

EVENT	DATE
RFP Issue Date	4/15/2024
Pre-Proposal Conference Virtual – TEAMS Meeting	Thursday, May 2, 2024 2:00pm
Deadline for Questions <i>Submit to assigned buyer via email.</i>	5/6/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	5/22/2024

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with RFP TAC 527F in the subject line.

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure services to provide merchant and electronic payment services. The City’s goal is to provide card-based and other digital and electronic payment options to its citizens that make payments in-person, online, by phone, and through future payment kiosks across the numerous and diverse lines of business that the City currently operates within. The City seeks to streamline and consolidate payment processing options wherever possible, improve productivity, and increase service offerings to our constituents

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City currently offers card-based, ACH, online, and IVR payment services through several different departments. While many departments utilize the City’s primary ERP vendor, Tyler Technologies, as their system of record for billing and collections, some departments use other third-party or disparate systems. ***It is expected that successful Respondents will be able to integrate with the City’s ERP and all required third-party systems currently in use and provide examples of successful integrations with these systems.***

Current state of payment processing by City Department

Below is a summary of City processing by department/line of business. This information includes processing type (in-person, online, IVR, etc.) and annual volume in both dollars and transactions for calendar year 2023, and current systems / platforms and hardware (if applicable) in use for each line of business. It is expected that prospective Respondents will be able to integrate with these systems and platforms.

A. PAYMENT CHANNEL VOLUME

<u>IN-PERSON</u>	<u>METHOD</u>	<u>\$</u>	<u>TRX</u>
City Hall	Debit	\$154,000.00	1,000
	Credit	\$621,000.00	3,300
Permits/Licensing	Credit	\$496,000.00	1,900
	Debit	\$101,000.00	500
Parks & Rec	Debit	\$104,000.00	1,400
	Credit	\$106,000.00	1,000
Municipal Court	Debit	\$942,000.00	4,300
	Credit	\$963,000.00	4,400
Streets & Stormwater	Debit	\$31,500.00	460
	Credit	\$188,400.00	48,600
Animal Welfare	Debit	\$2,600.00	25
	Credit	\$14,100.00	150

Parking Meters	Card	\$71,000.00	50,000
TOTAL IN-PERSON		\$3,794,600.00	117,035

ONLINE

Utility Billing	Debit	\$27,000,000.00	200,500
	Credit	\$20,400,000.00	105,600
	eCheck	\$21,400,000.00	115,500
Permits/Licensing	Debit	\$1,500,000.00	5,700
	Credit	\$6,000,000.00	16,000
Public Works	Debit	\$3,000.00	5
	Credit	\$35,000.00	40
Police Records	Debit	\$5,300.00	1,500
	Credit	\$8,200.00	1,600
	eCheck	\$700.00	80
Parks & Rec	Debit	\$104,000.00	1,400
	Credit	\$106,000.00	1,800
Municipal Court	Debit	\$1,400,000.00	12,000
	Credit	\$650,000.00	5,500
	eCheck	\$120,000.00	1,000
TOTAL ONLINE		\$78,732,200.00	468,225

IVR

Utility Billing	Debit	\$4,600,000.00	30,500
	Credit	\$4,150,000.00	21,000
	eCheck	\$3,000,000.00	26,100
TOTAL IVR		\$11,750,000.00	77,600

CSR/AGENT ASSISTED

Utility Billing	Debit	\$2,000,000.00	13,100
	Credit	\$2,100,000.00	14,000
	eCheck	\$1,300,000.00	8,000
TOTAL CSR/AGENT ASSIST		\$5,400,000.00	35,100

TOTAL - ALL CHANNELS/METHODS		\$99,676,800.00	697,960
-------------------------------------	--	------------------------	----------------

The City of Tulsa currently has no floor minimum transaction amount; and the maximum transaction amount is set at \$50,000.

Average annual processing fees:

- Non-Utilities: \$325,000
- Utilities: \$947,000

The City of Tulsa does not currently, nor does it intend to, pass any processing costs along to our citizens/users.

B. ANTICIPATED EXPANSION AREAS

The City of Tulsa Finance Department, which manages all the merchant and payment services discussed in this RFP, is approached frequently by other City departments that have interest in card, other electronic, and online payment options. City Finance generally approaches these requests on a volume and cost-benefit basis before engaging our contracted provider for a statement of work or level of effort. Below is a summary of projects that we are aware of that could come to fruition in a time horizon that is relevant to this RFP.

On a shorter horizon, the City of Tulsa is actively pursuing stand-alone payment kiosks for placement in City buildings and, eventually, remote sites throughout Tulsa. It is expected that these kiosks will initially accept payments for our Utility Billing customers and will eventually accept Municipal Court and other City-billed payments. Go-live for these kiosks is expected in later 2024 – early 2025. The City is also pursuing an enterprise open records system with expected implementation in 2024 or 2025. This open records system will have an online payment component. Our Water and Sewer Department also has an interest in expanding their ability to collect certain fees online. Further out, our Animal Welfare center is also pursuing a new software platform that could have an online payment component for pet licensing and donations; this potential expansion is in very early planning and discussion phases.

III. TIMELINE:

The schedule below provides **estimated dates** for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	4/15/2024
Pre-Proposal Conference	5/2/2024
Deadline for Questions	5/6/2024
PROPOSAL DUE DATE	5/22/2024
Begin proposal evaluations	5//28/24
Interviews with Respondents (anticipated)	6/06/2024

Negotiations with apparent successful Respondent begin (anticipated)	6/13/2024
Execute contract (anticipated)	6/26/2024
Begin service delivery (anticipated)	08/01/2024

IV. SCOPE OF WORK:

The City is requesting proposals to secure services to provide merchant processing services and online engagement and payment processing that can meet the current requirements of the City and is capable of expansion to meet future needs. The City requires access to all data, compliance with data retention/public record laws and protection of sensitive data.

V. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

Respondents must submit a detailed proposal that includes the following:

Overview

1. The Respondent shall describe your company and the markets that you provide services for.
2. The Respondent shall describe what distinguishes your company from your competitors in the public sector merchant services and online payment processing space?
3. The Respondent shall describe your approach to delivering a singular, multi-service, and multi-channel digital payment platform that is both innovative and scalable?
4. The Respondent recognizes any solution procured by the City of Tulsa will require 24/7/365 availability and 99.9% uptime. Tell us how your solution will meet these requirements with consistent performance in consideration of increases in user traffic and volume.
5. The Respondent shall describe your solution’s accessibility through mobile devices and include screenshots of examples used by other clients.
6. The Respondent shall provide at least three references for clients of a similar scope and size to the City of Tulsa that are currently using your solution. Include points of contact and a brief description of the project implemented.
7. The Respondent shall describe any use of subcontractors by your company and detail the work that they will perform. If applicable, will the City be required to enter into separate service agreements with subcontractors or will these agreements be managed by the contracted Respondent?

User Experience:

1. Using screenshots and examples from your solution/platform, provide the following examples:
 - a. A City payment processing staff member's experience accepting an in-person payment.
 - b. A customer's experience completing an online transaction and payment from end-to-end.
 - c. A customer's experience making a payment through your supported IVR system (a call tree may be used for this example).
 - d. A customer wishing to review/pay multiple City of Tulsa bills across different departments on the same platform.
2. Detail how citizens can perform functions such as profile management, stored payments, and username/password changes without outside or agency assistance. Please provide any relevant screenshots from your solution/platform.
3. Describe the "guest access" experience for users of your platform.
4. Detail any paperless or electronic billing functionality that your solution supports.
5. Describe any outward communication features that your platform offers and in what formats these features are available (i.e. email, SMS, push notifications)

Payment Processing

1. The platform that the City of Tulsa is looking to implement must allow for payment processing across multiple channels: in-person/POS, online, and IVR. Please describe your solution's management of and processing across all these channels:
 - a. Describe card, electronic, and digital payment acceptance through an existing in-person POS system and with online payments
 - b. Provide an overview of your IVR system:
 - Relevant security features
 - Integration with our ERP system
 - Hosting of multiple services
 - Configuration/scripting
 - Language options
 - Transaction reporting and disbursement
 - Administrative features
 - Compliance
 - Agent assistance availability
 - Costs
2. Describe your system's ability to:
 - a. Process credit and debit cards across all major brands and through all of the above described channels
 - b. Process eCheck/ACH payments through all the above-described channels.
 - c. Accept and process digital payments such as Apple Pay, Google Pay, Venmo, and PayPal through all the above-described channels.
 - d. Store payments for future use
 - e. "Carting"/multiple payment functionality
 - f. Accessing bills and payments due across multiple locations/departments

- g. Provide immediate payment confirmation and real-time updates of customer accounts, bills, invoices, etc.
3. Describe your merchant processing setup and reporting. Do you support multiple merchants and sub-merchant accounts?
4. How are chargebacks and returned items handled and managed and what costs are associated with them?

Administrative Portal

1. Please detail the administrative portal that will be made available for the City of Tulsa's use, providing screenshots of the portal to illustrate the following functionality:
 - a. Transaction searches
 - b. Issuing refunds or voids
 - c. Access controls and user management
 - d. Any analytics offered within the portal
2. Please detail and provide examples of reporting that is available standard within the platform.
3. Please detail and provide examples of ad-hoc and reconciliation reporting available within the platform.
4. What security features does your administrative portal use or support (i.e. MFA or authentication apps)?

Cloud/SaaS Model

1. Respondents must provide a solution that is available in a cloud or SaaS-based environment and that is preferably FedRAMP compliant. Please describe the architecture of your environment, how your environment meets these requirements, and the cybersecurity measures in place to protect the integrity of City of Tulsa data.
2. Please describe the hosted nature of your solution and how installations, builds, maintenance and upgrades will be managed on behalf (and not by) the City of Tulsa.

Security

- 1 Please provide a list of applicable security certifications that your company has achieved. At a minimum, Respondents must provide certification and/or compliance with the following standards:
 - a. PCI DSS (note level of certification)
 - b. ISO 27001 and 27018
 - c. SOC 1 & 2 Type II
 - d. NIST-800 compliant Information Security Program
- 2 How will your company manage PCI compliance on behalf of the City of Tulsa?
- 3 Describe your means of detecting security breaches. What is your breach management process?
- 4 Describe your risk-management strategy and processes.
- 5 Describe your disaster recovery processes and procedures.
- 6 Is all payment data tokenized and encrypted both in-flight and at rest?

- 7 Does the encryption comply with NIST Special Publication 800-131A Revision 1 specifications for strong encryption methods?
- 8 Does the respondent perform continuous platform monitoring?
- 9 Disclose any security breaches you have had, regardless of whether or not they have had an impact on solution operation on client data. If current clients were impacted, describe how many and the extent of the effect

Implementation

1. Describe your implementation methodology and an estimated timeline for end-to-end deployment.
2. What City of Tulsa resources would be required as part of your implementation plan and what level of effort from these resources is anticipated (key people involved and time commitments)?
3. Detail how you will ensure that specifications and business rules for individual departments will be met.
4. Detail training and documentation provided during the implementation process.

Integration

1. Describe the approach you will take for integrating to the City of Tulsa's ERP systems (Tyler Technologies platforms) and all third-party systems. **Please provide specific examples of projects, with references, where implementations to the following systems and platforms have been successfully completed:**
 - a. Tyler Enterprise ERP (Munis)
 - b. Tyler Enterprise Permits and Licensing (EnerGov)
 - c. Tyler Enterprise Citizen Self Service (Munis and EnerGov)
 - d. Tyler Cashiering
 - e. Tyler Justice
 - f. RecDesk (Parks and Recreation)
 - g. Flowbird/Parkeon (Parking Meters)
 - h. FuelMaster/Syntech (Compressed Natural Gas stations)
 - i. Nice CXone (IVR/Call Center)
2. Describe, in detail, your solutions use of API integrations.
3. Describe, in detail, your solutions use of flat file integrations.
4. Describe post-deployment integration resources that will be made available.

Post Launch Support

1. Detail your support model and resources that will be available to the City of Tulsa after go live/deployment.
2. Describe ongoing client success resources. Will the City be assigned a dedicated point of contact for account management post-go live?
3. Detail your company's support resolution and escalation process. What methods of contact are available and at what hours of the day and what days of the week? What are your standard SLAs for handling and routing service issues?
4. Describe any ongoing training in new features and functionality – how is this training handled and how would it be made available to City of Tulsa staff?

5. Explain how you will assist in driving platform adoption and increased revenue adoption.
6. What Key Performance Indicators and metrics are tracked to assist the City of Tulsa in gauging the success of the platform deployment?

Requirements

Respondents should illustrate in their proposal how they will support the City of Tulsa in achieving its goals:

- Merchant processing services to include card-based, ACH/e-check, and other digital payment options (including, but not limited to: Apple Pay, Google Pay, Venmo, PayPal, Amazon Pay, etc.)
- Establish integrations with all current City systems and platforms.
- Access to digital transactions across web and mobile devices. Offer consolidated and personalized citizen services through a singular platform.
- Gained operational efficiencies through reduction of manual processing and entry by City staff.
- Simplified, easy-to-use, and robust administrative platform with a range of reporting and analytics.

Deployment, updates, and expansion with minimal resource requirements from City staff.

Please feel free to detail any additional notable features or functionality of your system that have not already been addressed in this document.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the selected Respondent. These performance metrics will highlight key priorities that will be analyzed with the selected Respondent collaboratively during the life of the contract. The City looks forward to working with selected Respondent to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the City and selected Respondent prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, May 22, 2024, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC 527F, Merchant processing services, online engagement, and payment processing**".

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:
One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- C.** Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, May 6, 2024**.

Donny Tiemann, Project Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Proposals will be evaluated using the following criteria:

Category	Total Points
<i>Pricing</i>	25
<i>Ability to integrate to City ERP and third-party systems and quality of integrations</i>	20
<i>Platform security and compliance certifications</i>	20
<i>Overall platform experience (user and administrative) and reporting capabilities</i>	15
<i>Implementation timeline and methodology</i>	10
<i>Post implementation support model</i>	10

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

IX. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
 - B. All data included in this RFP, as well as any attachments, are proprietary to the City.
 - C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
 - D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
 - E. The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
 - F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
 - G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.
- The City shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City’s own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
 - I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: Click or tap here to enter text.

Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Cost Proposal

The City of Tulsa's preferred pricing structure is a "flat fee" percentage of total volume and/or fee-per-transaction. Please outline your cost proposal below.

FEE	Cost/Transaction	Cost/Other
Subscription Fee		
Online/Mobile Transaction Fee		
IVR Transaction Fee		
Credit/Debit Card Processing Fees <i>Please detail any specialized pricing structure for utility vs. non-utility-based transactions*</i>		
ACH Processing Fee <i>Please detail any specialized pricing structure for utility vs. non-utility-based transactions*</i>		
Digital Payment/Wallet Processing Fee (Specify payment types and costs for each if different) <i>Please detail any specialized pricing structure for utility vs. non-utility-based transactions*</i>		
eBilling Fee		
Other Professional Service Fees		
Hardware Fees		
Other Costs/Fees		

*** Please specify criteria for qualified vs. non-qualified transactions as applicable**

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____

Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ▶

Printed Name:

Title:

Date:

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 5-9)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP TAC 527F

RFP DESCRIPTION: Merchant and Electronic Payment Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.