

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2024-01

ISSUED October 8, 2024

RFP TITLE: PAYMENT CARD MERCHANT SERVICES

Issuing Department: Administration
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2000

Sealed proposals will be received until: November 5, 2024 @ 10:30 a.m.

All inquiries should be directed to: Judy V. Wirsching, CFO
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2001 ext. 1103

ALL RESPONSES SHALL BE MARKED AS

“SEALED BID”

“REQUEST FOR PROPOSALS”

PAYMENT CARD MERCHANT SERVICES

FOR THE CUYAHOGA COUNTY BOARD OF HEALTH

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

PUBLIC NOTICE
REQUEST FOR PROPOSALS FOR
PAYMENT CARD MERCHANT SERVICES
RFP# 2024-01

The Cuyahoga County Board of Health is now soliciting sealed proposals to furnish Payment Card Merchant Services. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130, no later than 10:30 A.M. local time on November 5, 2024.

A pre-proposal conference is scheduled for October 17, 2024 at 10:00 utilizing the CCBH Microsoft Teams platform. Attendance is strongly recommended but not mandatory.

Pre-proposal conference details along with this notice and proposal may be viewed at the following Board website: www.ccbh.net by clicking on the “Business” tab on the home page. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy V. Wirsching, CFO

Published in the Cleveland Plain Dealer on Tuesday, October 8, 2024.

I. PROPOSAL INFORMATION

A. Background Statement

The Cuyahoga County Board of Health (CCBH) provides services to more than 875,000 residents and businesses throughout Cuyahoga County. Accredited by the Public Health Accreditation Board in 2019, CCBH employs approximately 185 dedicated public health professionals and is locally and nationally recognized for excellence and leadership.

Under the leadership of Dr. Roderick Harris, our Health Commissioner, CCBH staff are committed to the principles of equity, diversity and inclusion, implementing an array of community-driven strategies to improve health. Current programs include Creating Healthy Communities, Maternal and Child Health, Ohio Equity Institute, and Racial and Ethnic Approaches to Community Health, Overdose Data to Action, Lead Based Abatement, Family Planning Services, among others. CCBH's organizational vision is to create the conditions in which all people who live, learn, work and play in Cuyahoga County have the opportunity to be healthy.

B. Proposal Format

The Board discourages overly lengthy and costly proposals. In order for the Board to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one (1) original and three (3) copies in addition to one (1) electronic document of the proposal with all required information. All proposals submitted will become the property of the Board and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of the Board and the vendor.

C. Need Statement

The Cuyahoga County Board of Health (CCBH), invites qualified Vendors to submit responses to its Request for Proposal (RFP 2024-01) to furnish Payment Card Merchant Services. Proposals are to include pricing for all material, equipment, services, and fees to satisfy the RFP requirements. This RFP is part of a procurement process that helps us serve the Board's best interests. It provides a formal and unrestrictive opportunity for the Board to consider the services of responding vendors. With a request for proposal and competitive negotiation, price is not

required to be the determining factor, although it may be, and the Board has the flexibility to negotiate with one or more vendors to arrive at a mutually beneficial relationship. The scope of services section (see Scope of Work, Appendix 1) will describe the subject area for which the Board is seeking a solution. The section will describe the required tasks, and set out basic requirements, which must be met as stated for the proposal to be considered. vendors are free to propose any solution that meets the stated requirements.

II. PROJECT SPECIFICATIONS

Scope of Work

The scope of work will include the following:

Full description of Scope of Work can be found in Appendix 1.

SECTION I – INTRODUCTION (5 points)

A. Cover Page

This must include the RFP title, RFP number, complete vendor name and mailing address as shown in Appendix 5.

B. Cover Letter

Proposal Cover Letters should include a brief overview of the services being proposed and must include the telephone number of the person the Board should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all the provisions of this RFP. Any exceptions to the Board contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, ie. corporation, partnership, sole proprietor; Federal Tax ID, DUNS number and Unique Entity Identifier.

If applicable to the project, the vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant

A vendor/agency representative authorized to make contractual obligations must sign the cover letter.

C. Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

D. Executive Summary

Provide a high level overview of your product, the distinguishing characteristics of your proposal/product, and the ability of your company to provide accompanying services related to adoption, implementation, and maintenance of the product.

SECTION II - PROJECT UNDERSTANDING (20 points)

A. Include complete details of the following in the proposal response:

Electronic Payment Processing

- 1) Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, indicate if there has ever been a compromise to any credit card systems or applications through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
- 2) Can you provide next day settlement for Visa, MasterCard, AMEX and Discover network transactions? What is the latest time that sales transactions can be transmitted to meet these settlement times?
- 3) Provide details on how settlement is made by your organization (direct account debit, ACH, or invoice). Describe how settlement amounts will be listed on the bank statement. Will they appear as one lump sum (meaning the settlement amount would include all ACH, credit, debit and business card transactions for that day)?
- 4) Describe your procedures to correct duplicate transactions.
- 5) Describe any limitations on the number of files/transactions: a) Number of transactions contained in a batch? b) Number of files transmitted daily?
- 6) Are charge backs or other debit adjustments netted from daily proceeds, or are they debited separately? Describe your chargeback/ACH Return process in detail.
- 7) Provide details on the receipt formats for customers, does your solution offer the ability for text message confirmations of payment/receipt or optional email receipts for example.

Online Information Reporting System

- 1) Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.
- 2) Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available and provide sample reports.

Card Acceptance/Interface Processing

- 1) Describe the hardware necessary for acceptance of credit and debit cards
 - a) with card present
 - b) when card not present
 - c) online payments
- 2) Describe all available equipment your firm provides clients for processing.
 - a) Does the firm provide this equipment on a lease or purchase basis? What are the costs.
 - b) Do you offer any equipment maintenance plan? If so, what is the turnaround time and costs involved.

Payment Card Industry Data Security Standards

- 1) Describe your PCI-DSS compliance status and program. How do you maintain your compliance with the PCI standards?
- 2) Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.
- 3) What is your role in supporting merchant PCI compliance and how do you help clients maintain compliance?

National Automated Clearing House Association (NACHA)

- 1) Describe your NACHA compliance status and program. How do you maintain your compliance with the NACHA rules?
- 2) Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable NACHA Rules? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.
- 3) What is your role in supporting NACHA compliance and how do you help clients maintain compliance?

B. Ability to meet General Requirements/Scope of Service

Demonstrate your ability to being able to meet each of the general requirements and scope of services outlined in Project Specifications and attached in Appendix 1.

SECTION III - METHODOLOGY (15 points)

Implementation Plan

- 1) Provide a detailed description of the implementation process, including testing and a suggested Implementation Schedule and Project Timeline. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.
- 2) Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
- 3) Describe support provided after implementation.
- 4) Describe how you will assess the progress of the project while it is underway.

SECTION IV - PROJECT MANAGEMENT (20 points)

As a potential vendor, it is important to be able to manage the project and ensure that the project team and all stakeholders have a common understanding of how the project will be operated.

Describe your project management approach including 1) The method used in managing the project and 2) The project management organizational structure including reporting levels and lines of authority.

Project Control-Describe your approach to project control, including details of the methods used in controlling project activities.

Project Reporting-Describe your methodology for reporting project status including details of written and oral progress.

Interface with Agency Staff-Describe your contact points with the agency staff including types of communications, and level of interface.

Risk Management-Identify the potential risks and problems which, in your experience, occur with projects of this type. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION V - QUALIFICATIONS & EXPERIENCE (20 points)

- A. **Vendor Qualifications**
- Identify the qualifications that you bring to this project.
 - Explain what differentiates your services from others in the market.
- B. **Prior Experience**
- Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this type of project.
 - Does the firm have demonstrated experience in completing similar projects on time?
 - Do the individuals assigned to the project have experience on similar projects?
- C. **Personnel**
- All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Each person's role is to be identified and documented in the following format:
 - Name
 - Position with company
 - Role in the project
 - Experience with the specific tasks being proposed
 - Work history on similar projects
 - Legal Relationship with the Prime Contractor
- D. **Vendor References**
- The vendor must submit 5 references, including names and phone numbers, for similar projects your firm has completed.
 - References should be able to attest to your work history, quality of work, timeliness in completing projects, and the impact of your work on their respective businesses. Refer to Appendix 2.
- E. **Contract Performance**
- If a vendor has had a contract terminated due to the vendor's non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have occurred in the past five years, so indicate.
- F. **Subcontractors**
- Subcontractors may be used to perform work under this contract only with prior approval of the Board project manager.
 - The substitution of one subcontractor for another may be made only at the discretion of the Board project manager, and with prior written approval from the project manager.

- c. Vendors will be responsible for the subcontractor's meeting all terms and conditions of the specifications.

G. Conflict of Interest

- a. Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.
- b. The Board reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor.
- c. The Board's determination regarding any questions of conflict of interest shall be final.

SECTION VI - PRICING (20 Points)

Cost Proposal

Estimated proposal prices are not acceptable.

In order for offers to be considered responsive, the vendor's representative authorized to make contractual obligations must sign the pricing document.

The pricing document is vendor generated and shall be inclusive of all costs associated with the project.

Pricing proposal will be submitted with the technical proposal.

Provide pricing by card type and in detail. Include all fees and charges in the process from authorization, settlement to bank deposit and charge backs.

Pricing should be included for all necessary equipment.

SECTION VII - REQUIRED FORMS

The vendor must complete and submit the following forms:

- ☐ Non-Collusion Affidavit, Appendix 3 (requires notarization).
- ☐ Certification of Compliance with Section 3517.13 of the Ohio Revised Code, Appendix 4.

Ohio Revised Code Section 3517.131(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions.

Any questions you may have as to whether or not you are in compliance should be directed to your legal counsel.

Blank copies of the above are included in Appendix 3 and 4 of this RFP.

Original signatures required as indicated on the forms. Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.

SECTION VIII - ADMINISTRATIVE INFORMATION

A. RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the Board.

Name	Judy Wirsching, CFO
Department	Administration
Address	5550 Venture Drive, Parma, OH 44130
Phone	216.201.2001 x 1103
Fax	216.676.1311
Email	jwirsching@ccbh.net

B. Location of work

Work to be performed, completed and managed at vendor's place of business and/or service area.

C. Pre-proposal conference

The pre-proposal conference for all participating vendors scheduled as indicated below.

Date:	October 17, 2024
Time:	10:00 A.M.
Location:	Virtual Conference via Microsoft Teams

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 230 099 556 983

Passcode: qoZTGY

Dial in by phone

[+1 469-208-1353,,591865929#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 591 865 929#

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. It is encouraged that interested vendors attend. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net. No questions will be accepted or answered after the pre-proposal conference. Questions and answers will be posted and may be viewed on the Board's website: www.ccbh.net under the "Business – Request for Proposal/Quotation (RFP/Rfq)" tab found on the Home page.

Vendors with a disability needing accommodation should contact Judy V. Wirsching at (216) 201-2001 ext. 1103 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

D. RFP Addenda

The Board reserves the right to issue addenda to the RFP at any time. The Board also reserves the right to cancel or reissue the RFP. If an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

E. Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned unopened, to the vendor. The official closing time will be determined by the time clock located in Board Administrative offices. All proposals and accompanying documents will become the property of the Board and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the Board.

F. Proposal Opening

Proposals will be publicly opened at the due date and time specified in this RFP, at the Administration Office, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130. At this time, all proposals will be opened, the vendor name read from the proposal cover page, and logged. **No dollar amounts or other details of the proposal will be disclosed at this time.** The submittal of a proposal will be considered by the Board as constituting an offer to perform the required services at the stated costs.

G. Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

H. Multiple Proposals

The submission of multiple proposals for the same service will be considered noncompliant and those proposals will be disqualified. We are relying on the vendor as an expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within the budget. A potential vendor submitting a proposal for direct services cannot submit a proposal for administrative and quality management support for the grantee.

I. Proposal Rejection

The Board reserves the right to reject any or all proposals at any time without penalty. Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact.

J. Response Property of the Board

All materials submitted in response to this request become the property of the Board. Selection or rejection of a response does not affect this right.

K. No Obligation to Buy

The Board reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the Board to purchase. The Board is not bound to accept the lowest priced proposal or any of the proposals submitted.

L. Cost of Preparing Proposals

The Board is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

M. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the vendor and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

N. Disclosure of Proposal Contents

All documents submitted to the Board as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the BOARD will make a determination of application for disclosure on an ad hoc basis.

O. Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Board. It is the policy of the Board, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

P. Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Introduction (5 points)
- Project Understanding (20 points)
- Methodology (15 points)
- Project Management (20 points)
- Qualifications and Experience, including Agency Attachments (20 points)
- Pricing (20 points)

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria. Due to the fixed cost budget for this project, lowest cost is not considered.

Further details on how the proposal will be scored can be found in Appendix 6.

Q. Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the Board. If the Board elects to initiate contract negotiations, these negotiations cannot involve changes in the Board's requirements or the vendor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. The terms of the proposed contract will be negotiated based upon the merit of the application, availability of funding, and conditions of award. Failure of a selected vendor to satisfactorily negotiate a contract within a reasonable time may result in the vendor forfeiting its award.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

R. Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days of notification to the designated vendor, the Board may terminate negotiations with the vendor and negotiate a contract with the next highest ranked vendor.

S. Recommendation of Award

Once the Board evaluation team has made its selection, a Notice of Recommendation of Award letter will be issued to the recommended vendor(s), advising of the expected award date.

T. Notice of Intent to Award

Prior to approval of the award by the Board, the Administration will issue a written Notice of Intent to Award and send copies to all unsuccessful vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors' names and addresses submitting proposals will be available upon request from the RFP contact person.

U. Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The Board will attempt to respond to questions and concerns in this debriefing.

V. Protests

A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

1. Name, address and telephone number of the protester;
2. The signature of the protester;
3. Identification of the contract at issue;
4. A detailed statement of the legal and factual grounds of the protest; and
5. The form of relief requested.

W. Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with the Board and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

X. Contract Processing

The Board's Administrative Counsel shall prepare the contract required by this RFP specification. This contract shall be fully responsive to the requirements defined in these RFP specifications.

Y. Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Z. Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be approved by the Board at a regularly scheduled Board meeting after which it must be executed by the Health Commissioner and approved by Administrative Counsel before the goods or services as set forth in this RFP specification can be provided.

SECTION IX - CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.
2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.
3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.
4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.
5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.
6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contract. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.
7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.
8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective

laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.

9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his/her right to execute it, or his/her right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.

11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.

12. If applicable, the successful Respondent will comply with the provisions of the Ohio Revised Code (4115.03 through 4115.16) requiring the payment of prevailing wage. Information on prevailing wage may be obtained from the Prevailing Wage Coordinator of Cuyahoga County, 1642 Lakeside Ave., Cleveland, Ohio 44113, (216) 443-5530. Not listed in contract terms must update new address

13. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

14. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

15. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.

16. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.

17. Confidential Information: During the term of this contract, confidential information shall be held by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

18. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.

19. Change in Services: If awarded a contract, providers will be reimbursed for defined services delivered to eligible consumers as outlined in the service contract. Any change of staffing, service location, or service protocols is not permitted without the written consent of the Board. Any such change in service delivery is not eligible for reimbursement and may result in termination of the service contract.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization
2. Worker's Compensation Certificate (if required)
3. Certificates of Insurance (if required)
4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance
5. IRS Form W-9: Request for Taxpayer ID and Certification
6. Certification of Personal Property Tax
7. Suspension and Debarment

Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

- a. For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.
- b. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
- c. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

During the full term of the contractual agreement, the contractor shall have in effect and maintain such insurance as defined herein. Where applicable, to be determined by the Board's Administrative Counsel, the applicable insurance shall name the Board and its employees as a co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees and any subcontractor performing work covered by the contractual agreement against: 1) general auto liability claims; 2) professional liability claims; 3) personal injury claims; 4) accidental death claims; 5) property damage claims; 6) economic loss claims; 7) general liability claims; and such other types of claims including but not limited to D&O, employee dishonesty, workers compensation claims which may arise from operations under the contractual agreement whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies and any declarations pages shall be made available to the contracting authority for review at or before the time of execution of the contract. Such insurance shall include coverages for general liability, professional liability (where deemed necessary), workers compensation, D&O coverage and employee dishonesty (if deemed

applicable) in such reasonable and adequate amounts as shall be determined by the Administrative Counsel at the time of negotiation of the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

A. A certified power of attorney for the agent to sign the bond.

B. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

If applicable, liquidated damages shall be assessed in the amount of \$800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect:

If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

APPENDIX 1

SCOPE OF SERVICES

The Vendor Shall:

1. Provide a competitively based discount for the processing of major credit and debit cards: Visa, MasterCard, Discover and American Express
2. Allow the Board to authenticate and validate the card using online payments, mobile payments, and in-person payments using chip cards, magnetic stripe cards, contactless payments, near-field communications and mobile payments through digital wallets such as Apple Pay, Google Pay, and Samsung Pay. Card readers should use Payment Card Industry Data Security Standards (PCI-DSS) encrypted ethernet network connection to communicate with the authorizing gateway and the cashier point of sale system and support EMV chip card technology.
3. Allow the Board to accept payments using an interactive voice response technology (IVR).
4. Support recurring payments including the ability to automatically charge customers on a regular basis.
5. Deposit payments electronically into specified Board bank accounts by merchant ID ensuring that float on Board funds is minimized.
6. Provide online access and reporting to view and download daily transactions, account reconciliation and settlement reports by merchant ID, by payment card type and by transaction. Online access to view, hold, or void transactions before they settle or refund specific transactions.
7. Be compatible with existing Board software and able to interface using API.
8. Provide REST API for wallet (saved card) and single transactions.
9. Provide credit card and bank account tokenization support.
10. Offer "System Admin" level web application for viewing logs and API errors.
11. Provide comprehensive documentation and support for their API, including sample code, SDKs (Software Development Kits), and technical support resources to assist with integration and troubleshooting.
12. Provide monthly statements per merchant ID that clearly summarize all revenue related activity including all chargeback information by data and card type. All processing fees

must be separate from revenue deposits. The statement deposit activity must match the actual deposit activity in the Board's accounts.

13. Provide seven (7) days per week and 24 hours per day technical support with written service level agreements (SLA's). Provide business continuity/Disaster Recovery in case of unplanned outages in the vendor's merchant processing system.
14. Comply with all relevant industry standards, including but not limited to the Payment Card Industry Data Security Standards (PCI DSS), to ensure the security of all cardholder data. Provide evidence of compliance with these standards and conduct regular security audits and vulnerability assessments to ensure ongoing compliance.
15. Provide a current Service Organization Control (SOC) report that verifies the effectiveness and security of payment processing systems. The report must be issued by a reputable third-party auditor and cover all relevant controls related to the security, availability, processing integrity, confidentiality, and privacy of customer payment data. The report must be made available upon request, without signature of a non-disclosure agreement. The SOC report should be updated regularly.
16. Have at least five (5) years' experience processing credit payment records transmitted for processing and settlement from major credit/debit card processing networks, and with at least five (5) public sector customers.

APPENDIX 2

VENDOR'S REFERENCE SHEET

INSTRUCTIONS:

List a minimum of five (5) organizations (PUBLIC SECTOR) to whom you have provided like services to that are being requested in the specifications. Provide all data requested below for each reference listed. Use additional sheets if desired.

ORGANIZATION'S NAME:**CONTACT PERSON'S NAME:****ORGANIZATION'S FULL ADDRESS AND EMAIL ADDRESS:****CONTACT PERSON'S TELEPHONE NUMBER:****DATE SERVICE(S) PROVIDED:****SPECIFY THE SERVICES PROVIDED:****ORGANIZATION'S NAME:****CONTACT PERSON'S NAME:****ORGANIZATION'S FULL ADDRESS AND EMAIL ADDRESS:****CONTACT PERSON'S TELEPHONE NUMBER:****DATE SERVICE(S) PROVIDED:****SPECIFY THE SERVICES PROVIDED:****ORGANIZATION'S NAME:****CONTACT PERSON'S NAME:****ORGANIZATION'S FULL ADDRESS AND EMAIL ADDRESS:****CONTACT PERSON'S TELEPHONE NUMBER:****DATE SERVICE(S) PROVIDED:****SPECIFY THE SERVICES PROVIDED:**

APPENDIX 2

VENDOR'S REFERENCE SHEET CONTINUED

INSTRUCTIONS:

List a minimum of five (5) organizations (PUBLIC SECTOR) to whom you have provided like services to that are being requested in the specifications. Provide all data requested below for each reference listed. Use additional sheets if desired.

ORGANIZATION'S NAME:**CONTACT PERSON'S NAME:****ORGANIZATION'S FULL ADDRESS AND EMAIL ADDRESS:****CONTACT PERSON'S TELEPHONE NUMBER:****DATE SERVICE(S) PROVIDED:****SPECIFY THE SERVICES PROVIDED:****ORGANIZATION'S NAME:****CONTACT PERSON'S NAME:****ORGANIZATION'S FULL ADDRESS AND EMAIL ADDRESS:****CONTACT PERSON'S TELEPHONE NUMBER:****DATE SERVICE(S) PROVIDED:****SPECIFY THE SERVICES PROVIDED:**

APPENDIX 3

NON-COLLUSION AFFIDAVIT

*** THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED**

STATE OF OHIO)
) SS.
 COUNTY OF CUYAHOGA)

_____ being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal are true; and further that such contractor has not, directly or indirectly submitted this proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me this _____ day of _____ 2024.

NOTARY PUBLIC

APPENDIX 4

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C. RFP # 2024-01

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

APPENDIX 5

SAMPLE PROPOSAL COVER PAGE

(Use this as the format for preparing the proposal Cover Page)

RFP # 2024-01

**PROPOSAL FOR
PAYMENT CARD MERCHANT SERVICES**

**Agency Name
Agency Street Address
Agency City, State, Zip Code**

CEO/Executive Director: _____

Board President: _____

Individual who will sign contract: _____

Agency EIN #: _____

Agency DUNS #: _____

Agency UEI #:

Proposal Contact: _____

Phone Number: _____

E-Mail Address: _____

APPENDIX 6

RFP EVALUATION FORM

Agency: _____

Total Score: _____

Reviewer: _____

CRITERIA	POINT VALUE	SCORE	REVIEWER COMMENTS
1. Cover Letter and Introduction-Executive Summary <input type="checkbox"/> Confirms that the vendor will comply with all the provisions of this RFP. <input type="checkbox"/> Is there a concise description of the vendor and their history. <input type="checkbox"/> Is there a concise description of the proposed service; <input type="checkbox"/> Does the agency have experience with this service and/or population; <input type="checkbox"/> Table of Contents provided	5		
2. Project Understanding <input type="checkbox"/> Responded to 7 questions under Electronic Payment Processing. <input type="checkbox"/> Responded to 2 questions under Online Information Reporting System. <input type="checkbox"/> Responded to 2 questions under Card Acceptance/Interface Processing. <input type="checkbox"/> Responded to 3 questions under Payment Card Industry Data Security Standards. <input type="checkbox"/> Responded to 3 questions under National Automated Clearing House Association. <input type="checkbox"/> Demonstrates ability to meet each of the scope of services outlined in Appendix 1.	20		

3. Methodology <input type="checkbox"/> Provides a detailed description of the implementation process, including testing and a suggested Implementation Schedule and Project Timeline. <input type="checkbox"/> Describes support provided during implementation, including training, technical assistance, user manuals and on-site visits. <input type="checkbox"/> Describes support provided after implementation. <input type="checkbox"/> Describes how they will assess the progress of the project while it is underway.	15		
4. Project Management <input type="checkbox"/> Describes project management approach. <input type="checkbox"/> Describes approach to project control, including details of the methods used in controlling project activities. <input type="checkbox"/> Describes methodology for reporting project status including details of written and oral progress. <input type="checkbox"/> Describes contact points with the agency staff including types of communications, and level of interface. <input type="checkbox"/> Provides potential risks/problems and solutions to avoid or minimize them.	20		
5. Qualifications and Experience (Including Agency attachments) <input type="checkbox"/> Provides qualifications; <input type="checkbox"/> Can agency demonstrate experience with and proven effectiveness with similar projects and/ or similar to the population proposed; <input type="checkbox"/> Provides five vendor/project references <input type="checkbox"/> Provides conflicts of interest statement.	20		

6. Pricing <input type="checkbox"/> Is cost reasonable for services being provided; <input type="checkbox"/> Are actual costs (i.e. not estimates) with detailed breakdown provided; <input type="checkbox"/> Provides pricing by card type and in detail. Include all fees and charges in the process from authorization, settlement to bank deposit and charge backs. <input type="checkbox"/> Pricing includes all necessary equipment. <input type="checkbox"/> Authorized individual to make contractual obligations must sign the pricing document.	20		
TOTAL	100		

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APPENDIX 7

CUYAHOGA COUNTY BOARD OF HEALTH REQUEST FOR PROPOSALS - CHECKLIST RFP # 2024-01

Proposal should include the following components submitted in the following order:

A. INTRODUCTORY PAGES

- _____ 1. Cover Page (see Appendix 5 – Sample Cover Page).
- _____ 2. Table of Contents
- _____ 3. Proposal Submission Requirements Checklist

B. SCORED NARRATIVE SECTION

- _____ 4. Cover Letter
- _____ 5. Introduction – Executive Summary (5 points)
- _____ 6. Project Understanding (20 points)
- _____ 7. Methodology (15 points)
- _____ 8. Project Management (20 points)
- _____ 9. Pricing/Budget (20 points)
- _____ 10. Qualifications & Experience, including Agency Attachments (20 points)

C. REQUIRED ATTACHMENTS

- _____ 11. Vendors Reference Sheet - *Appendix 2*
- _____ 12. Non-Collusion Affidavit – *Appendix 3* (must be notarized)
- _____ 13. Certification of Compliance with Section 3517.13 of the O.R.C.- *Appendix 4*
- _____ 14. Cover Page- *Appendix 5*
- _____ 15. Technical Responses to RFP
- _____ 16. Pricing Document
- _____ 17. Current W-9
- _____ 18. Additional supporting attachments (*Optional*)