



**IDAHO SUPREME COURT**

**REQUEST FOR PROPOSALS**

**RFP 2022-01 ELECTRONIC PAYMENT  
PROCESSING SERVICES**

**Issued October 14, 2022**

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## RFP INSTRUCTIONS

RFP Title	RFP 2022-01 Electronic Payment Processing Services
RFP Project Description	The Idaho Supreme Court is seeking a qualified vendor to provide over-the-counter credit and debit card processing services to enable the collection of court fines, costs, and fees at state court locations throughout Idaho.
RFP Lead	Jennifer Carr Administrative Office of the Courts <a href="mailto:crfp@idcourts.net">crfp@idcourts.net</a> (208) 947-7405
Submit electronically	<a href="mailto:crfp@idcourts.net">crfp@idcourts.net</a>
RFP Publication Date	October 14, 2022
Deadline to Receive Questions	November 11, 2022, 5:00 p.m. Mountain Time
Response to Questions Published	December 9, 2022
Proposal Submission Deadline	January 20, 2023, 5:00 p.m. Mountain Time
Proposal Opening Date	Within two (2) business days of Proposal Submission Deadline
Oral Presentations and Demonstrations	Scheduled at the discretion of ISC
Notice of Intent to Award	TBD
Protest Submission Deadline	Seven (7) days following the Notice of Intent to Award
Award	If no protests were submitted, within two (2) business days following the Protest Submission Deadline. If protests were submitted, within two (2) business days following the ADOC's response to all protests.
Initial Term of Contract and Renewals	Initial term of one (1) year, followed by four (4) annual renewals unless notice of non-renewal is given per the terms of the Contract. The Contract may thereafter be extended or renewed only upon mutual written agreement executed by both parties.

# 1 OVERVIEW

## 1.1. Introduction

Through RFP 2022-01 Electronic Payment Processing Services, the Idaho Supreme Court (“ISC”) seeks proposals from qualified vendors to provide over-the-counter credit and debit card processing to enable the collection of court fines, costs, and fees at state court locations throughout Idaho. The vendor must offer a service fee solution for the acceptance of all types of electronic payments. ISC prefers a vendor that can demonstrate customization in its implementation approach while providing the highest degree of security. The ideal system would integrate all payment options and payment channels into a single central system having a single integrated reporting and reconciliation platform. The vendor must be Payment Card Industry (PCI) Level 1 compliant and demonstrate the ability to protect sensitive card holder data. ISC is looking for a web-based system that requires no additional data connections or telephone lines per courthouse. ISC’s specifications are more fully detailed in Section 9 (“Scope of Work”) of this RFP.

Idaho’s state courts currently utilize approximately 150 credit and debit card readers in locations across Idaho’s 44 counties to process payments. Over the last four years, the Idaho state courts have annually processed 60,116 credit and debit card receipts on average, with an annual average total of \$7,434,814. This information is provided solely for illustrative purposes and is not a guarantee of future receipts or total business that vendor can expect from being awarded the Contract. Whether to implement the vendor’s solution in a specific location is in ISC’s sole discretion, and ISC will work with vendor in good faith to determine how many card readers will be provided and used at each location selected by ISC.

## 1.2. Vendor’s Responsibility to Comply With Laws

In submitting a Proposal, executing a Contract, and fulfilling its contractual obligations, it is the Vendor’s responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. ISC will not be responsible for any failure by any Vendor to meet applicable legal requirements.

## 1.3. ISC Exempt from Procurement Laws

The ISC is exempt from the State of Idaho’s Purchasing laws and requirements, and thus, these instructions shall govern this RFP.

## 1.4. Dates Subject to Change

All procurement dates set forth in this RFP are subject to change by the ISC. Notice of any change of procurement dates will be posted at <https://isc.idaho.gov/iscrfp>. It is the Vendor’s responsibility to be aware of and abide by all applicable procurement dates.

## 1.4. Definitions

A. AOC - The Administrative Office of the Courts.

B. ISC – The Idaho Supreme Court.

C. Contract - The written agreement that ISC will enter with the Contractor, attached hereto as Appendix A, and incorporated into this RFP as if set out in its entirety, and located at <https://isc.idaho.gov/iscrfp>. The Contract includes as exhibits: (1) Terms and Conditions for Cloud-Based

Services; (2) this Request for Proposals; 3. Contractor's Proposal as accepted by ISC; and 4. other documents accepted by ISC.

D. Contractor - The Vendor who is awarded the Contract.

E. Data Breach – Any: (1) unauthorized access to or acquisition of Non-Public ISC Data or end-user credit and debit card information following a Security Incident that compromises the confidentiality, integrity, availability, or security of the Non-Public ISC Data or end-user credit and debit card information; or (2) unauthorized access to Public ISC Data following a Security Incident that comprises the integrity, availability, or security of Public ISC Data.

F. ISC Data - All information and data developed, documented, derived, stored, installed or furnished by ISC under the Contract, including all data related to records owned by ISC. ISC Data does not include end-user credit or debit card information.

G. Non-Public ISC Data - ISC Data that is not subject to distribution to the public as public information, including all information exempt from public disclosure pursuant to Idaho Court Administrative Rule 32. It is deemed to be sensitive and confidential by ISC because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information. Non-Public ISC Data includes, but is not limited to, Personal ISC Data.

H. Offeror – A Vendor who has submitted a Proposal in response to this Request for Proposals.

I. Personal ISC Data - ISC Data alone or in combination with other data that includes information relating to an individual that identifies the individual by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record. Personal ISC Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).

J. Proposal – The Offeror's written response, including pricing information, to this Request for Proposals that describes the solution or means of providing the Services requested and which Proposal is considered an offer to perform in full response to the Request for Proposals.

K. Protected Health Information (PHI) - Individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

L. Public ISC Data – All ISC Data except Non-Public ISC Data.

M. Request for Proposals (“RFP”) – Means this document, all amendments to the RFP published by the ISC pursuant to Section 2.2, all modifications or exceptions accepted by ISC pursuant to Section 2.3, and all other documents, whether attached or incorporated by reference, utilized by ISC for soliciting Proposals for this RFP.

N. Security Incident – (1) The loss of availability of a system; (2) the unauthorized access to the Contractor’s network that the Contractor or ISC believes could reasonably result in the: (i) use, disclosure, alteration, destruction, or theft of Non-Public ISC Data or end-user credit and debit card information within the possession or control of the Contractor, or (ii) alteration or destruction of Public ISC Data; or (3) a security breach to the Contractor’s system, regardless if Contractor is aware of unauthorized access to Non-Public ISC Data or end-user credit and debit card information. A Security Incident may or may not turn into a Data Breach.

O. Services – The goods, services, parts, supplies, devices, terminals, equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests necessary for Vendor to provide over-the-counter credit and debit card processing at state court locations throughout Idaho selected by ISC in its sole discretion, and as described in this RFP.

P. State – The state of Idaho.

Q. Vendor – A person or entity capable of supplying Services to ISC.

## 2 QUESTIONS

### 2.1. Restrictions on Communications

Except as otherwise expressly permitted in this RFP, from the RFP Publication Date, until a Contract is awarded or the RFP is cancelled, Vendors are prohibited from communicating with ISC staff, evaluation committee members, or other associated individuals, except the RFP Lead, regarding this RFP.

### 2.2. Questions

2.2.1. The RFP Lead is the only contact for this RFP. All correspondence must be in writing. It will be the Vendors’ responsibility to check for any amendments to the RFP document(s) prior to submitting a Proposal. In the event it becomes necessary to revise any part of this RFP, amendment(s) will be made available at <https://isc.idaho.gov/iscrfp>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Proposal, or if failure to give such information would be prejudicial to uninformed Vendors. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to <https://isc.idaho.gov/iscrfp> to be valid.

2.2.2. Questions or other correspondence must be submitted in writing to the RFP Lead no later than Deadline to Receive Questions.

2.2.3. Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted on <https://isc.idaho.gov/iscrfp> as an amendment to this RFP.

## 2.3. Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.3.1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for ISC's consideration that is consistent in content, context, and form with ISC's requirement that is being questioned.
- Explanation of how ISC's acceptance of the recommended verbiage is fair and equitable to both ISC and to the party submitting the question.

2.3.2. In the event that a Proposal contains modifications or exceptions to any RFP requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 2 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. ISC will not consider any modifications or exceptions that are not identified specifically on Attachment 2.

2.3.3. ISC has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. ISC will only negotiate non-material modifications or exceptions. Modifications or exceptions which the ISC determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on ISC's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror's Proposal being found non-responsive, after which it will receive no further consideration.

2.3.4. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of ISC; however, ISC shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in ISC finding the Proposal non-responsive.

2.3.5. Except as otherwise provided within the RFP, ISC will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

### 3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

#### 3.1. General Instructions

3.1.1. Proposals must be submitted electronically, as detailed below, no later than the Proposal Submission Deadline. Except as otherwise addressed in this RFP, all submission materials must be submitted at the same time (in a single electronic package). If multiple submissions are received, only the latest timely submission will be considered.

3.1.2. Alternate proposals are not allowed.

3.1.3. All electronic files must be pdf format.

#### 3.2. Electronic Submission

3.2.1. Electronically submitted Proposals must be submitted to [crfp@idahocourts.net](mailto:crfp@idahocourts.net). When submitting, UPLOAD YOUR TECHNICAL PROPOSAL, SEPARATE COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS.

3.2.2. Be advised that ISC is not responsible for a Vendor's failure to timely submit a responsive Proposal due to any technical or technological difficulties.

3.2.3. Offerors are further advised to submit response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's Proposal, as ISC may print uploaded documents for evaluation in the manner received.

3.2.4. It is the Vendor's responsibility to ensure that its Proposal is electronically submitted to [crfp@idahocourts.net](mailto:crfp@idahocourts.net) prior to the Proposal Submission Deadline. Late submissions will not be considered under any circumstances. The official time used in the receipt of electronic submissions will be the time the submission is received at the email address. No responsibility will be assumed for delays in or for the failure of any computer or electronic equipment.

#### 3.3. Submission of Material Offeror Asserts is Exempt from Public Disclosure

3.3.1. Idaho Court Administrative Rule 32 ("ICAR 32") generally allows the open inspection and copying of court records. All, or most, of the information contained in your Proposal will be a public record subject to disclosure under ICAR 32. Please note that there is no general exemption for trade secrets under ICAR 32. Trade secrets are exempt only to the extent they fall under one of the exemptions expressly listed under ICAR 32. If you consider any material that you provide in your Proposal protected from disclosure, you MUST so indicate by marking as "exempt" EACH PAGE containing such information. Marking your entire Proposal as exempt is not acceptable or in accordance with this RFP and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable and WILL NOT BE HONORED. Prices that you provide in your Proposal will not be exempt from disclosure. ISC, to the extent allowed by law and in accordance with this RFP, will honor a designation of nondisclosure. Any questions regarding the applicability of ICAR 32 should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Proposal.



3.3.2.If your Proposal contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Proposal with all exempt information removed or blacked out. ISC will provide this redacted Proposal to requestors under Idaho Court Administrative Rule 32. Offerors must also:

3.3.2.1. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”

3.3.2.2. Provide a separate document with your Proposal entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow ISC to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

3.3.2.3. Vendor shall indemnify and defend ISC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents or portion of a document as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by ISC shall constitute a complete waiver of any and all claims for damages caused by any such release. If ISC receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**3.4. Modification of Submitted Proposal**

3.4.1. An Offeror may modify or change a previously submitted Proposal at any time prior to the Proposal Submission Deadline by amending its Proposal and resubmitting it (e.g. adding or removing attachments, modifying pricing, etc.).

**3.5. Withdrawal of Submitted Proposal**

3.5.1. An Offeror may withdraw a previously submitted Proposal at any time prior to the Proposal Submission Deadline by submitting a signed letter to the RFP Lead stating the same and including the language: “WITHDRAWAL OF PREVIOUSLY SUBMITTED PROPOSAL.”

3.5.2. After the Proposal Submission Deadline passes, the Offeror agrees that its Proposal shall be good and may not be withdrawn for a period of one hundred fifty (150) days from the Proposal Opening Date.

**4 PROPOSAL FORMAT**

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

#### **4.1. Table of Contents**

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections.

#### **4.2. Format**

Proposals shall follow the numerical order of this RFP beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP Section followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror's response. Except for brochures, financials, work samples, or other similar submission items, all Proposals must be submitted in Adobe Acrobat PDF format. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; ISC will not be responsible for any failure to consider information outside of or imbedded in the Proposal.

#### **4.3. Evaluation Codes**

**(M) Mandatory Response** - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror's Proposal non-responsive and no further evaluation will occur.

**(ME) Mandatory and Evaluated Response** - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E) Evaluated Response** - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

Note: ISC may waive minor informalities as well as minor deviations. ISC also reserves the right to seek clarification on any (M), (ME), or (E) requirement.

## **5 PROPOSAL REVIEW, EVALUATION, AWARD, AND CONTRACT**

### **5.1. Opening**

Proposals will be opened on the Proposal Opening Date. Within two (2) business days after the opening, the ISC will publish the names of the Offerors at <https://isc.idaho.gov/iscrfp>. No other information will be disclosed at that time.

## 5.2. Overview of Evaluation Criteria

The objective of ISC in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended. Responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror’s capabilities to satisfy ISC’s requirements. It is the Offeror’s responsibility to furnish sufficient information to ISC to determine whether or not the Services offered in the Proposal conforms to ISC’s specifications.

5.2.1. All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

### 5.2.2. Evaluation Criteria

#### Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	100 points
Organization and Staffing (Section 8)	100 points
Scope of Work (Section 9)	350 points
Oral Presentations or Demonstrations	200 points
<u>Cost Proposal</u>	<u>250points</u>
<b>TOTAL POINTS</b>	<b>1,000 points</b>

## 5.2. Technical Proposal

5.2.1. The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by ISC in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).

## 5.3. Oral Presentations/Demonstrations

5.3.1. Product Demonstration. At ISC’s discretion, up to three (3) Offerors, with the highest raw score after the evaluation of the Technical Proposal is complete, may be asked to make demonstrations of the Offered Services. ISC may provide demonstration scenarios in accordance with the specifications of this RFP. If ISC holds demonstrations, they will be mandatory for all invited Offerors and will be evaluated.

## 5.4. Cost Proposal

5.4.1. The Cost Proposal will be evaluated concurrently with the Technical Proposal. The cost evaluation will be based on the lowest overall cost for ISC and its customers, as set forth in Attachment 4.

### **5.5. Responsibility**

ISC reserves the right to make reasonable inquiry about or from the Offeror or from third parties to determine the responsibility of an Offeror. Such inquiry may include, but is not limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of an Offeror to promptly supply any requested information may result in a finding of non-responsibility. Nothing herein shall prevent ISC from using other means to determine Offeror's responsibility.

### **5.6. Award**

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total points. In the event of a tie, the Offeror with the highest ranked Technical Proposal will be awarded the Contract.

### **5.7. Notice of Intent to Award**

After the ISC determines which Offeror will be awarded the Contract under Section 5.6, the ISC will issue a letter to each Offeror that submitted a responsive Proposal, informing each such Offeror of ISC's intent to award the Contract.

### **5.8. Protests**

Any Offeror who is aggrieved with the ISC's intent to award may submit a protest addressed to the Administrative Director of the Courts ("ADOC"). The protest must be submitted in writing within seven (7) calendar days after such aggrieved Offeror receives the Notice of Intent to Award. The protest must set forth in specific terms the alleged reason(s) the selection is erroneous. The protest will be resolved by the ADOC at their earliest convenience, and the ADOC's response will be deemed to fully resolve any dispute set forth in the protest(s).

### **5.9. Contract**

5.9.1. Any ensuing contractual relationship between ISC and Contractor will be governed by the Contract attached hereto as Appendix A. Except as otherwise permitted in this RFP and accepted by ISC, no additional or supplemental terms and conditions submitted by the Offeror as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this RFP and any ensuing contractual relationship. If you condition your Proposal on such additional terms and conditions, your Proposal will be deemed nonresponsive. IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE CONTRACT, ADDRESS THEM IN WRITING AS PROVIDED IN SECTIONS 2.2 and 2.3.

5.9.2. By submitting a Proposal, Offeror represents that it accepts and is willing to comply with the requirements of this RFP and sign the Contract attached to this RFP as Appendix A, except for those modifications/exceptions identified on Attachment 2 in compliance with Section 2.3 of this RFP.

**5.9.3.** The Contract is not effective until the authorized representatives of the selected Offeror and ISC have signed the Contract (which signatures may be electronic). The selected Offeror shall not provide any goods or render Services until the Contract has become effective. Furthermore, ISC is in no way responsible for reimbursing the selected Offeror for goods provided or Services rendered prior to Contract execution and the arrival of the effective date of the Contract.

**5.10. Rejection of Bids and Proposals and Cancellation of RFP**

5.10.1. Prior to the issuance of a Contract, ISC shall have the right to accept or reject all or any part of a Proposal when: (i) it is in the best interests of ISC; (ii) the Proposal does not meet the minimum specifications; (iii) the Proposal is not the highest ranked Proposal; (iv) a finding is made based upon available evidence that an Offeror is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by ISC (minor deviations, as determined by the ISC, may be accepted as substantially meeting the RFP requirements). Deviations will be considered major when such deviations appear to frustrate the competitive RFP process or provide an Offeror an unfair advantage.

5.10.2. Prior to the issuance of a Contract, ISC shall have the right to reject all Proposals, or to cancel this RFP entirely, for any reason whatsoever or no reason at all. Reasons that may lead to the ISC rejecting all Proposals or cancelling this RFP entirely include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Services are no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Proposals were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the RFP process were not met; (viii) insufficient competition; or (ix) it is in the best interests of ISC.

## 6 MANDATORY SUBMISSION REQUIREMENTS

The Technical Proposal begins with the mandatory items identified in this list and the following sections.

**NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

- (M) Signature Page: All Proposals must be submitted with an ISC-supplied Signature Page. Submit a completed, scanned signature page. Your Signature Page should be included at the FRONT of your Technical Proposal.
- (M) Cover Form: Complete, sign, and submit **Attachment 3, Cover Form**.
- (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive.
- Section 7:** Provide response to all (M), (ME) and (E) sections, and any other required submittal items.
- Section 8:** Provide response to all (M), (ME) and (E) sections, and any other required submittal items.
- Section 9:** Provide response to all (M), (ME) and (E) sections, and any other required submittal items.
- (ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 4, Cost Proposal**. Submit the Cost Proposal in a separate file.
- Redacted copy of Technical Proposal and list of redactions made pursuant to Idaho Court Administrative Rule 32, as detailed in **Section 3.3**.
- Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

## 7 BUSINESS INFORMATION

### 7.1. (ME) Business Profile

Provide a profile of your business including Offeror's business history, description of current service area, and customer base.

### 7.2. (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Please include your documented experience in providing similar services to other governmental entities.

### 7.3. (M) Organizational Chart

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

### 7.4. (ME) Demonstrated Success

Provide specific data demonstrating previous success with implementing electronic payment processing services of a type similar to that which ISC is requesting.

### 7.5. (E) Customer Satisfaction

Over the last ten (10) years, approximately what percentage of customers have chosen to remain with your company when given an option (e.g. exercising option renewals, extending agreements, selecting your company again upon re-solicitation, etc.)

### 7.6. References

Provide contact information for at least three (3) references.

## 8 ORGANIZATION AND STAFFING

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

### 8.1. (ME) Project Lead

Identify the person who will be the dedicated Project Lead if Offeror is awarded a contract. Provide a description of the proposed Project Lead's experience and qualifications. You may submit a resume in response to this section.

### 8.2. (ME) Key Personnel and Qualifications

Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Project Lead). Please include the experience and qualifications of the customer service representative who will be assigned to this contract. Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

### **8.3. (M) Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of **Section 8.2, Other Key Personnel and Qualifications**.

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

## **9 SCOPE OF WORK**

**All sections of the Scope of Work are required contract services.** Use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement marked (M) or (ME) below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the ISC in order to achieve full compliance with all tasks and deliverables.

### **9.1 (ME) Requirement**

#### **9.1.1 *Describe in detail how you will meet the following requirements.***

- The solution must provide over-the-counter credit and debit card processing to enable the collection of court fines, costs, and fees at state court locations throughout Idaho. Idaho's state courts currently utilize approximately 150 credit and debit card readers in locations across Idaho's 44 counties to process payments. Over the last four years, the Idaho state courts have annually processed 60,116 credit and debit card receipts on average, with an annual average total of \$7,434,814. This information is provided solely for illustrative purposes and is not a guarantee of future receipts or total business that vendor can expect from being awarded the Contract. Whether to implement the vendor's solution in a specific location is in ISC's sole discretion, and ISC will work with vendor in good faith to determine how many card readers will be provided and used at each location selected by ISC.
- The solution must connect to or use a computer system provided by the Idaho Courts, or otherwise not result in an increase in data connections or telephone lines.
- Except for the computer system provided by the Idaho Courts, Offeror must provide all hardware necessary for the solution. Offeror will remain the owner of all hardware it provides, and Offeror must be fully responsible for addressing any issues with such hardware it provides, to include but not limited to, installation, repairs, and replacements.
- The solution must be fully web-based.
- The solution must work with a virtual desktop architecture where desktop operating system is cloud-based (e.g. Citrix, Windows Virtual Desktop).
- The solution must not require the installation of legacy browser plugins (e.g. Java, Silverlight, ActiveX, etc.).



- If the solution uses the local system's web browser, the solution must support Microsoft Edge (Chromium). No other browsers may be required and/or installed to support the solution.
- The solution must work on systems using Microsoft Windows 8.1 and Windows 10, and subsequently released versions of Windows, including Windows 11.
- The solution must support Near Field Communication (NFC) and Europay, Mastercard and Visa (EMV) chip-enabled credit card payments.

9.1.2 Provide all hardware requirements, software requirements, and configuration options with documentation and architecture diagrams.

## **9.2 (ME) Implementation**

Contractor is fully responsible for the deployment and implementation of the solution. ISC staff will not be available to deliver or install any equipment, devices, or software; Contractor must provide all implementation services.

***Describe your plan to successfully implement the solution and all hardware in each location. Describe your project management approach for the implementation.***

Offeror must confirm all implementation services, to include shipping and installation of hardware, are the sole responsibility of the Offeror.

***Provide a preliminary timeline for implementation.*** Note: the formal project timeline will be finalized during a kick-off meeting to be held with the Contractor following the Contract Award.

## **9.3 (ME) Training**

Describe in detail your plan for providing the required training, including methodology; specifically describe the training that will be provided to Idaho Courts' clerks. Describe any additional training that will be provided (must be included in the offered price).

## **9.4 (ME) Compliance**

**Describe in detail how the proposed solution meets each of the following compliance requirements.**

- a. Offer must comply with the ISC's Terms and Conditions for Cloud-Based Services, attached hereto as Attachment 5, and which is also attached to the Contract.
- b. Offeror must complete the Vendor Security Requirements Questionnaire, attached hereto as Attachment 6, and include the completed questionnaire as part of Section 9 of its Proposal. ISC will evaluate Offeror's responses as part of ISC's evaluation of Section 9 of Offeror's Proposal.
- c. The solution must be approved and validated by the PCI Security Standards Council as a PCI-listed Point-to-Point Encryption (P2PE) solution.

- d. The solution must not require the Idaho Courts to complete any PCI compliance requirements except for SAQ P2PE (Merchants using Only Hardware Payment Terminals in a PCI SSC-listed P2PE Solution, No Electronic Cardholder Data Storage).
- e. Offeror must provide documented evidence from a PCI Qualified Security Assessor (QSA) validating the PCI compliance requirements that the Idaho Courts must adhere to and/or complete.
- f. Offeror must describe how the solution securely captures and transmits end-user credit and debit card information.
- g. Offeror must validate the solution does not store end-user credit and debit card information on any Idaho Court systems.
- h. Offeror must validate the solution protects end-user credit and debit card information during transmission with strong encryption.
- i. Offeror must validate any vendors installing the payment application, systems, and/or terminals are a PCI Qualified Integrator or Reseller.
- j. Offeror must validate that during the installation and/or setup of the solution, all vendor-support default passwords will be changed.
- k. Offeror must validate that any patching and/or updates to the solution will be conducted by the Offeror, in coordination with and the approval of the Idaho Courts.
- l. Offeror must describe any remote access requirements to support the solution.
- m. Offeror must acknowledge they will adhere to any existing and/or future remote access policies established for the Idaho Courts.
- n. If the Offeror's solution is owned, maintained, and hosted by the Offeror, the Offeror must validate they are PCI DSS service provider compliant.
- o. Offeror must validate that they will always maintain PCI DSS compliant for their service.
- p. Offeror must describe their monitoring processes for suspicious activities.
- q. Offeror must describe their monitoring processes for Data Breaches.
- r. Offeror must describe their support to the Idaho Courts and their constituents in the event of a Data Breach.

- s. Offeror must describe insurance carried to cover Data Breaches related to their solution.
- t. Offeror must confirm they will issue Data Breach notifications to all persons whose Personal ISC Data or end-user credit and debit card information was part of a Data Breach. Offeror must confirm they will be wholly responsible for all costs associated with these Data Breach notifications.
- u. Offeror must confirm they will provide credit monitoring for all persons whose end-user credit and debit card information was part of the Data Breach.

**9.5 (ME) Support.**

Describe in detail your customer support plan, to include the following:

- a. Offeror must provide all support for hardware, and associated payment software applications.
- b. All installation activities for software and/or drivers must be fully completed by the vendor.
- c. Offeror must be fully responsible for addressing any issues with hardware, to include but not limited to, installation, repairs, and replacements.
- d. The solution must provide an export capability of all payment transactions for a specific location.
- e. Offeror must describe the process for communicating and implementing platform changes and upgrade, including how upgrades are delivered and how these impact the fee arrangements.

**9.6 (ME) Reporting.**

- a. Offeror must provide a description of their operational settlement procedures, including the timing of when batches are sent to your organization for processing and final settlement; the time lag between batch submissions and deposit into the ISC Court Technology Fund; and cutoff times that must be met to ensure settlement by the times listed.
- b. Offeror must describe their rate and billing statement review practices, including the frequency of these reviews and the detail of the analysis (i.e. rate review with usage and fees per MID).
- c. Offeror must provide a listing of user reports available to support discrepancy resolution, charge-back processing, and daily/monthly account reconciliation and reporting.

**9.7 (ME) Other Services Offered.**

Please describe the full suite of capabilities that your solution offers, including, but not necessarily limited to:

- a. The level of integration the solution may provide with Idaho Court systems (e.g. API capability, payment receipts, Tyler Technologies' Court Case Management System, etc.).
- b. The capability of your solution to offer interactive voice payments (IVR) (i.e. automated telephone payments). If your solution has such capability, please describe it fully.
- c. The capability of your solution to offer recurring (monthly) bill payment options.

## ATTACHMENT 1 – OFFEROR QUESTIONS

RFP 2022-01 Electronic Payment Processing Services

**Instructions:**

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to Contract, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for ISC’s use only.
4. Once completed, this form is to be e-mailed to the RFP Lead at [crfp@idcourts.net](mailto:crfp@idcourts.net). The e-mail subject line is to state the RFP number followed by “Questions.”

RFP 2022-01 Electronic Payment Processing Services

Question	RFP Section	RFP Page	Question	Response
1				
2				
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15				

Question	RFP Section	RFP Page	Question	Response
16				
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23				

# ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM

RFP 2022-01 Electronic Payment Processing Services

**Instructions:** Complete this form and submit with your Proposal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Contract). See RFP **Section 2.3** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.3.1**.

The determination of materiality will be made at ISC’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of ISC, and as otherwise provided in RFP **Section 2.3.4**.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

## ATTACHMENT 3 – COVER FORM

RFP 2022-01 Electronic Payment Processing Services

**(M) Attachment 3, Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 2, in compliance with Section 2.3 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and sign the Contract attached to this RFP as Appendix A?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of the above term, ISC has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the	<input type="checkbox"/> Yes <input type="checkbox"/> No



amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	
Firm(s) and/or staff responsible for writing the Proposal.	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at <a href="https://sam.gov">https://sam.gov</a> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for one hundred fifty (150) calendar days from the Proposal Opening Date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 4 – COST PROPOSAL

RFP 2022-01 Electronic Payment Processing Services

**(ME) Attachment 4, Cost Proposal must be completed and submitted with your Proposal.** The Offeror must provide a fee schedule for the services described in the RFP, based on an interchange plus fee structure, which specifically identifies flat fee percentages and per transaction merchant markup fees. ISC will charge an additional convenience fee to be determined by ISC. Please discuss any special rules pertaining to convenience fees or credit/debit card fees. Include any one-time fees, set-up fees, training fees, research fees and all other fees that will or could be charged (e.g., interchange rates by location, regular and ad hoc reporting costs).

Per Idaho Code, the Offeror agrees to deposit all fees in the Court Technology Fund. The Offeror agrees to not net merchant fees prior to deposit into the Court Technology Fund, and will invoice ISC separately for all merchant fees.

The Offeror agrees that proposed fees stated in the RFP are guaranteed and fixed for the initial one-year period and for four (4) annual renewals. Fees and terms for additional renewals (if the parties mutually agreed to renew) following the fifth year, will be subject to renegotiation. Fee changes are to be submitted for consideration 120 days before the end of each contract term.

Fees included on this Attachment will be considered all-inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the contract as specified in this RFP. Vague references to fees based on "managerial discretion" or "competition" are not acceptable.

No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the Proposal Submission Deadline, no price change will be allowed. All Proposals must be in U.S. Dollars.

Price is an evaluation criterion for Proposals, but it will not necessarily be the predominant basis for Contract award.

**Any fee not fully documented in your proposal will not be allowed during the course of the contract, except as indicated this RFP.**

[sample 1- hourly rates]

Description	Estimated Hours	Unit Price (Hourly Rate)	Extended Price (Estimated Annual Cost)
Service A	XX	\$ per hour	\$
Service B	XX	\$ per hour	\$
<b>TOTAL ESTIMATED ANNUAL PRICE</b>			<b>\$</b>

[sample 2- software/service including implementation]

Description	Fully-burdened Cost
Implementation (including all services detailed in Section 9)	\$
Year 1 Service	\$
Year 2 Service	\$
Year 3 Service	\$
Year 4 Service	\$
Year 5 Service	\$
<b>TOTAL 5-YEAR COST</b>	<b>\$</b>

Additional fees to be paid by Customers. *ISC recognizes that pricing for credit card processing includes Visa/MasterCard interchange and assessments. Vendor agrees to pass through Visa/MasterCard interchange and assessments directly for each merchant account and, in the event of increases or decreases to Visa/MasterCard interchange and/or assessments at any transaction qualification level, the new rate(s) will be passed through directly. Please provide all costs as interchange plus fee pricing.*

Description	Interchange plus fee
Credit/Debit Card – Flat Fee	
Credit/Debit Card – Percentage Fee	
Credit/Debit Card – Minimum Fee	
Debit Card – Chargeback Fee	
Credit Card – Chargeback Fee	
E-check – Flat fee	
E-check – returned item fee	
Other customer fees	

Other fees/miscellaneous fees

Description	Cost

If the Offeror intends to charge for services not appearing on the list provided by ISC, the Offeror shall list those services along with the price for each. Offeror shall not charge for any fees not included in the Price Proposal.

Company Name: \_\_\_\_\_

Name of Individual submitting bid: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

# **ATTACHMENT 5 – TERMS AND CONDITIONS FOR CLOUD-BASED SERVICES**

RFP 2022-01 Electronic Payment Processing Services

Please review the Terms and Conditions for Cloud-Based Services located at <https://isc.idaho.gov/iscrfp>.

# **ATTACHMENT 6 – VENDOR SECURITY REQUIREMENTS QUESTIONNAIRE**

RFP 2022-01 Electronic Payment Processing Services

Please review the Vendor Security Requirements Questionnaire located at <https://isc.idaho.gov/iscrfp>.

## **APPENDIX A – CONTRACT**

RFP 2022-01 Electronic Payment Processing Services

Please review the Contract located at <https://isc.idaho.gov/iscrfp>.