

Request for Proposal

24-908

Professional Services for: Self-Service Payment Kiosks

Department: Finance

NIGP Commodity Code(s): 155-40, 287-28, 918-21, 918-36

RFP Schedule

EVENT	DATE
RFP Issue Date	10/02/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	10/16/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	10/25/2023

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

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org
*All questions should be emailed with **RFP 24-908** in the subject line.*

Submit proposals (sealed) to:

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



CITY OF
Tulsa
A New Kind of Energy.

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa is searching to secure a Respondent to provide self-service payment kiosks to allow citizens secure and convenient options to pay various City invoices and bills.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City's Finance department has determined that it needs to expand options provided to citizens who choose to pay bills in person. These citizens are currently restricted to limited hours and locations to make payments. The City is interested in exploring the features, functions, and pricing of installing payment kiosks to extend more convenient means to pay multiple bills securely at easily accessible locations.

Listed below are the number and dollar amount of cash, check and credit card transactions processed in FYE June 30, 2023, by cashiers at City Hall and the Municipal Court:

- 40,000 utility billing transactions worth \$14.1M
- 30,000 permitting and general billing payments of \$16.8M
- 48,000 citations and miscellaneous bill payments of \$14.4M

The City is considering a phased approach to employing payment kiosks that offer indoor and outdoor 24/7 service to our customers. The City envisions branded kiosks that integrate initially with the utility billing system, followed by the financial system and eventually the municipal court software system. The City uses Tyler Technologies ERP solutions for its financial and utility billing needs. The City contracts with Paymentus for its payment processing solution.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	10/02/2023
Deadline for Questions	10/16/2023
PROPOSAL DUE DATE	10/25/2023
Begin proposal evaluations	10/26/2023

Interviews with proposers (anticipated)	10/31/2023
Negotiations with apparent successful proposer begin (anticipated)	11/02/2023
Execute contract (anticipated)	11/15/2023
Begin service delivery (anticipated)	12/01/2023

IV. SCOPE OF WORK:

1. The Respondent shall offer secure, reliable, and convenient self-service kiosks that allow citizens the ability to easily look up their accounts and pay various City of Tulsa bills and invoices in real time.
2. The Respondent shall provide a service that includes software, hardware, security and maintenance, up to and including repair and replacement.
3. The Respondent shall offer customer support that is well versed in the functionality of the City's kiosks and easily accessible when needed to support operations.
4. The Respondent shall have extensive experience managing and maintaining kiosks for large municipalities and utilities around the country.
5. The Respondent shall provide kiosks that accept various tender types including cash, check, debit and credit cards.
6. The Respondent shall provide the City with the ability to track payments in real time and provide easy accessibility to detailed dashboards and reports that can be exported in CSV/XLS formats.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) Kiosk(s) branded with City logo
- 2) Training on maintenance of the kiosk as well as cash servicing procedures
- 3) Assistance with site selection and preparation
- 4) Testing and confirming the hardware including peripheral devices are ready for live operations

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, October 25, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled: **“RFP 24-908, Self-Service Payment Kiosks”.**

Proposals received late will be returned unopened.

- B.** Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

- C.** Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, October 16, 2023.**

Donny Tiemann, Project Buyer
dtiemann@cityoftulsa.org

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

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

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

VII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents must submit or address the following questions or information requests:

Qualifications and Experience

- A.** Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?
- B.** Provide a detailed description of the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies. What has that experience taught you that you would bring to bear in this project? List the number of public sector clients that currently use your kiosk technology. Provide client name, contact names, address, email address and telephone numbers of references from at least five organizations that employ your kiosk solutions.

Staff Capacity and Oversight

- C.** Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- D.** Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?
- E.** Please provide information on any subcontractors that will be used, if any, on this project and describe the work they will be performing.

Product Description

- F.** Provide a detailed description of the kiosk hardware including the software and hardware employed. Please address the kiosk's functionality, payment processing solution as well as the fees and tender types accepted.
- G.** Please provide a detailed description of the full customer experience including account lookup methods and payment options for multiple entities and debt types. Address how customers could search, pay bills and confirm updated balances from various departments. Address how soon payments are posted to respective accounts. Where needed, use screen shots or diagrams to reflect how the user interfaces with the kiosk.
- H.** Address reporting capabilities including the timing of transaction updates, standardized and ad-hoc reports, reconciliation tools, search functionality, ability to filter and export files.
- I.** Describe your experience and recommendations for installing and integrating solutions with back-end systems. You may use diagrams to help us understand your integration method.
- J.** Provide a detailed description of the service, maintenance, training and support provided before, during and after implementation. Address the type of service provided during and after core working hours. Include a description of how the City can report issues, Service Level Agreement's on how soon issues are addressed and means to tracking support tickets.

Address what the City can expect from your firm and what is expected from the City.

- K. Address in detail security features, including detection and resolution of security vulnerabilities, encryption, fraud prevention, storage, software upgrades, fixes, and testing. Please include SOC 1, SOC2 and PCI compliance attestations.
- L. Describe any features not specifically addressed in the RFP but provided by your firm including web payments, mobile kiosks, text-to-pay functionality, multilingual capabilities and ADA compliant accessibility.

Service Delivery and Timeline

- M. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- N. Provide a description of your implementation process and timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.
- O. Address what the Respondent expects from the City and the deliverables the City should expect from the vendor.

Project Management and Reporting

- P. Describe your proposed method of project management for this project.
- Q. In addition to any metrics identified in the RFP, describe the key performance indicators (KPIs), performance metrics, and/or compliance metrics you have used or plan to use to track the delivery and success of this project or service.
- R. How will you communicate with the City of Tulsa in a responsive and proactive manner?

Pricing and Cost Proposal

- S. Cost proposal: In addition to the price summary sheet, complete a price schedule, budget, or cost proposal in its entirety that will enable the effective delivery of the proposed project or services.
- T. Narrative and justification: Present a detailed cost narrative that explains the basis and rationale for the costs proposed. Identify and explain any costs that are not listed or addressed in this proposal, including fees due from users or paid to 3rd parties. Include a description of any anticipated pricing changes over the next five years.

VIII. EVALUATION OF PROPOSALS:

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

In this RFP, a panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City.

All Bids will be evaluated using the following criteria:

Category	Total Points
<i>Qualifications and Experience</i>	10
<i>Staff Capacity and Oversight</i>	10
<i>Product Description</i>	35
<i>Service Delivery and Timeline</i>	15
<i>Project Management and Reporting</i>	10
<i>Pricing and Cost Proposal</i>	20

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

IX. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma’s Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the

link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- J. The selected Respondent "Seller" and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

- K. **Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

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

State of Organization: _____

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

- | | |
|--|--|
| ☐ Sole Proprietorship | ☐ Limited Partnership |
| ☐ Partnership | ☐ Limited Liability Partnership |
| ☐ Corporation | ☐ Limited Liability Limited Partnership |
| ☐ Limited Liability Company | ☐ Other: _____ |

Respondent's Address: _____

Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

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

Exhibit A

Price Sheet Summary

Respondent's Legal Name: _____

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

Please present a Fee Schedule for the services:

Implementation & Integration \$ _____

Annual Fees – Indoor Kiosk \$ _____

Annual Fees – Outdoor Kiosk \$ _____

Payment Processing Fees \$ _____

Other Fees: \$ _____

Other Fees: \$ _____

Other Fees: \$ _____

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

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

AFFIDAVIT
NON-COLLUSION AND INTEREST

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

City of Tulsa General Contract Terms

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

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

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

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ►

Printed Name:

Title:

Date:

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RESPONDENT CHECKLIST

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

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Responses to Proposal Questions	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
City of Tulsa General Contract Terms (required form)	
Acknowledgment of Receipt of Addenda / Amendments	
Additional Information (Optional)	

Please Return Entire RFP Packet.

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 24-908

RFP DESCRIPTION: Self-Service Payment Kiosks

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