



ADDENDUM #1

December 11, 2023

TO: ALL POTENTIAL SUBMITTERS

FROM: Nina Alexander, Buncombe County Procurement Agent

SUBJECT: ADDENDUM #1 Payment Card Processing

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

The following questions were asked by potential bidders (listed in no particular order):

Section 1.0 Purpose and Background

1. Which County departments will be participating in this procurement?
 - a. Scenario 1: Tax
 - b. Scenario 2: Division of Social Services, Libraries, Permits & Inspections, Planning, Public Health, Register of Deeds, Solid Waste, Tax
 - c. Scenario 3: Agriculture and Land, Air Quality, Finance, Permits and Inspections, Planning, Public Health, Register of Deeds, Tax
2. Most of the information provided in this RFP is specific to Ad Valorem tax collection. What invoices (e.g., waste, Ad Valorem taxes, etc.) does the County intend for Payment Processing Service providers to present for electronic payment? Which software solutions (e.g., WasteWorks for waste bills, NCPTS for taxes) provide the invoices for each of these invoice types?

We use the following solutions/software listed below for our various business uses, with each solution acting as the system of record which would produce an invoice where needed. We also utilize some custom applications (built in-house) where needed.

- a. Accela for Permits and Inspections, Environmental Health, Planning, and Air Quality
- b. WasteWorks for Solid Waste
- c. NCPTS for majority of tax-related payments, Accela for Beer and Wine, OccTax for Occupancy Tax
- d. CureMD for Public Health/DSS
- e. VitalRecords for RoD birth/death/marriage licenses
- f. COTT for all other RoD

3. Is the County looking for a real-time data connection between NCPTS and the selected vendor? This would support data being reflected in both systems simultaneously and prevent duplicate payments, overpayments, and the need to operate in two systems for daily tasks.

Yes.

4. Which participating departments currently use a convenience fee (pass-through) model? Which use an absorbed fee model?

Currently, fees are absorbed across each participating department (expensed to the department), countywide, excluding online property tax payments. Participating departments include, but not limited to: Agriculture and Land, Air Quality, Division of Social Services, Finance, Libraries, Permits and Inspections, Planning, Public Health, Register of Deeds, Solid Waste, and Tax.

5. Please share the vendors that you are using now for the solution.

Forte.

6. Would the County share a copy of a recent invoice from Forte?

See Supplementary Document #1, absorbed fees are invoiced by merchant ID.

7. How long has the County been contracted with Forte?

Approximately 8 years.

8. Can you please share why the County has decided to go out to RFP? Have there been any specific service issues?

We are looking to explore the payment processor options available in the market. We pride ourselves on offering intuitive and cohesive services to the public and want to ensure we are continuing to provide the best service available.

9. Are there any issues or areas where the county would like to see improvements from Forte? For example, enhanced payment options, site functionality, etc.?

We are looking to explore the payment processor options available in the market. We pride ourselves on offering intuitive and cohesive services to the public and want to ensure we are continuing to provide the best service available. Allowing digital wallet payments such as PayPal, Apple Pay, Google Pay, etc. would provide further convenience to the public. Additionally, having options to customize the site would allow for more transparency and clarity of the payment process.

10. What is the goal for the County for this RFP? Lower rates, increased service, enhanced payment options, etc.?

Please see response to #8.

11. When does the County typically send first notices to taxpayers?

Tax Bills are mailed to taxpayers in August.

12. How many POS terminals does the County estimate that it will need?

We currently have 39 terminals.

13. Is the County able to provide a sample file format for the current NCPTS system?

We send the following data in a CSV file to the current vendor for NCPTS data:

Bill, Merchant ID, Total Due, -1 as Minimum Amount, USD as currency, Past Due Date, 0 as Late Fee, Current Year + 1 as Expiration, First Name and Last name as contact, Street address, city, state, zip, USA as country, bill number (but it uses the same field as Bill), Pin, bill description, tax year from bill, acreage.

There are several other fields in the CSV file that the current vendor requires but we don't pull data for them but set as empty string: phone, email, customer id, invoice type, pay types allowed, terms, memo, grouping Id

See attached Supplementary Documents #2 and #3

14. Is the County able to provide merchant statements for the departments absorbing fees?

See Supplementary Document #1

15. Which County departments utilize the Workday software?

All County departments utilize Workday.

2.2 Notice Regarding RFP Terms and Conditions

16. In RFP section 2.2, the County states that “any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.” As a software provider, we have terms and conditions that are not covered by the terms presented in the RFP. Is the County open to receiving terms and conditions from bidders in order to provide the payment processing services in scope for this RFP?

Yes, we are open to receiving terms and conditions from bidders and will conduct a contract review during the process.

2.3 RFP Schedule

17. In RFP section 2.3, the County specifies a contract effective date of 7/1/2024 (or later). Is this intended to be the date that the Payment Processing Service goes live?

We are open depending on the scenario(s) that the vendor is selected for. Scenario one will have more flexibility on an earlier go-live date than Scenario two or three.

Section 2.5 Proposal Submittal

18. Will the County please confirm that the RFP due date is 1/9/2024? A due date of 12/21/2023 is given on p. 4.

The correct due date is 01/09/2024. The date indicated on page 4; Section 2.5 is not accurate.

19. Will the County accept electronic signatures such as DocuSign on proposal forms requiring signatures?

Yes, an image of a signature placed on the document using secure software that verifies the user is valid.

20. Does the County require a specific format for the cost proposal?

No.

21. Given the County's capacity of 9 MB for email attachments, will the County allow Vendor to submit more than one file/email to ensure a comprehensive response inclusive of all required Proposal Contents as defined in Section 2.6?

Bidders may share a link to a shared file. If this isn't possible, you may send multiple files; Please number them.

2.6 PROPOSAL CONTENTS

22. What specific information is the County looking to be provided in subsection g) when the funding model and fees are detailed in i), j), k), and l)?

For these items, we are looking to obtain an understanding of the fee structure model to compare the affordability between vendors.

- I) What are the costs to absorb/pass on fees?
- II) What additional fees are there outside of transactions? Are there fees to set up, monthly fees, reporting fees, etc.?
- III) What are the fees for credit cards vs eChecks vs phone transactions?
- IV) What are the fees for ACH transactions/return fees?

23. In RFP section 2.6, item (l) requires bidders to "specify all applicable fees associated with electronic check conversion." Can the County please clarify what it defines as "electronic check conversion?"

We are referring to eChecks and the conversion process of paper checks into electronic checks.

5.0 SCOPE OF WORK

24. Does the County prefer to also include cash payment options?

Include cash payment options in the response to the RFP.

25. Should vendors provide direct responses to each line item in the “Scope of Work – Requirements” for each applicable Scenario?

Yes.

26. For RFP section 5.0, Scope of Work, you all have listed out the number of transactions for different services along with the transaction amounts. Could you break those numbers down by current payment method? For each scenario, provide:

- a. Number of ACH / eCheck transactions, and dollar amount
- b. Number of Credit Card/Debit Card transactions, and dollar amount
- c. Number of Cash transactions, and dollar amount?
- d. For web, IVR, point of sale?
- e. Include transaction numbers

Note all tables addressing #26 are FY23 transactions.

Scenario 1 (all web, property tax payments):

| Transaction Type | Transaction Amount | Number of Transactions |
|--------------------|---------------------|------------------------|
| AMEX | \$2,354,364 | 1,117 |
| DISC | \$278,564 | 257 |
| ECHECK | \$40,702,567 | 13,022 |
| MAST | \$3,183,870 | 3,524 |
| VISA | \$10,785,119 | 9,952 |
| Grand Total | \$57,304,484 | 27,872 |

Scenario 2 (all POS) Method:

| Transaction Type | Transaction Amount | Number of Transactions |
|------------------|--------------------|------------------------|
| AMEX | \$337,403 | |

| | | |
|--------------------|---------------------|---------------|
| | | 3,701 |
| DISC | \$19,598 | 755 |
| MAST | \$3,448,775 | 21,154 |
| VISA | \$7,608,697 | 62,822 |
| Grand Total | \$11,414,472 | 88,432 |

Scenario 3 Transaction Type:

| Transaction type | Transaction Amount | Number of Transactions |
|--------------------|---------------------|------------------------|
| IVR | \$3,090,304 | 4,241 |
| WEB | \$33,114,682 | 23,812 |
| Grand Total | \$36,204,986 | 28,053 |

Scenario 3 Payment Method:

| Transaction type | Transaction Amount | Number of Transactions |
|--------------------|---------------------|------------------------|
| AMEX | \$132,698 | 379 |
| DISC | \$52,862 | 197 |
| ECHECK | \$31,064,210 | 3,674 |
| MAST | \$1,473,222 | 7,130 |
| VISA | \$3,481,994 | 16,673 |
| Grand Total | \$36,204,986 | 28,053 |

27. Can the County please provide a list of invoice types (e.g., real estate tax, personal property tax, waste collection, building permits, etc.) in scope for this RFP?

- a. Property tax
- b. Beer & Wine tax

- c. Occupancy tax
- d. License tax
- e. Other taxes (rental car, heavy equipment rental, etc.)
- f. Disposal Fees/Waste collection
- g. Donations
- h. Public Health/HHS/DSS
- i. Library charges
- j. Planning fees
- k. Register of Deeds – recording fees, excise tax, licenses, etc.
- l. Air Quality permits and fees
- m. Building permits

28. The County currently offers a Tax Lookup service with a connection to pay the bill (<https://tax.buncombecounty.org/>) and a NC – Tax Bill Pay site (<https://billpay.forte.net/buncombeconctax/>). In order to propose the most comprehensive and comparable solution, is the County seeking to replace one or both of these applications and if only one, which one?

[Tax.buncombecounty.org](https://tax.buncombecounty.org/) is a County site that will remain active no matter the service provider and will link users to the electronic payment site. The [billpay.forte.net](https://billpay.forte.net/buncombeconctax/) site is the current online payment processor site. The [billpay.forte.net](https://billpay.forte.net/buncombeconctax/) site is not a County site.

29. Is the expectation that Vendor is providing customer service to the end users of the services and/or only to individuals employed by the County?

Both. For example - if a customer is paying online and experiencing issues, the vendor should provide customer service for this. On the other hand, if a County employee is working on data analysis utilizing the vendor portal and having issues, the vendor should provide customer service for this.

Scenario 1:

30. Scenario 1: Can the County please break down both the transaction amount and the number of transactions by payment method (credit, debit, eCheck)?

- a. Addressed in #26.

31. Scenario 1, #30: Is the expectation that Vendor is providing customer service to the end users of the services and/or only to individuals employed by the County?

- a. Addressed in #29.

32. Scenario 1 #31 (b): Vendor agrees to be responsible for security of all Personal and Non-Public Data at rest in our systems, but such security may not always include encryption. Vendor asks the County to edit this clause to be at least commensurate with industry standards as indicated below:

Data Encryption / Data at Rest - All data personally identifiable information stored within our systems (data at rest) must be encrypted to prevent unauthorized access, theft, and misuse. This

encryption is crucial when data is moved between organizations to ensure continuous protection. The encryption methods should align with industry best practices and should be regularly reviewed to maintain efficacy against evolving threats.

[Acceptable](#)

Scenario 2

33. Scenario 2: Which County departments currently accept point-of-sale payments?

| Department | Transaction Amount | Number of Transactions |
|-----------------------------|---------------------|------------------------|
| Division of Social Services | \$27,367 | 219 |
| Library | \$17,760 | 745 |
| Permits & Inspections | \$1,140,811 | 3,521 |
| Planning | \$3,231 | 53 |
| Public Health | \$330,580 | 1,152 |
| Register of Deeds | \$357,781 | 9,824 |
| Solid Waste | \$2,352,840 | 68,797 |
| Tax Collections | \$7,184,102 | 4,121 |
| Grand Total | \$11,414,472 | 88,432 |

34. Scenario 2: Are the point-of-sale transactions presented here exclusively credit/debit card payments? If not, what other payment types are accepted at the point of sale?

[Exclusively credit/debit, please see breakdown in #26.](#)

35. Can you share what types of payments are typically made in Scenario 2? (Debit/credit card, other?) The amount and per transaction volume is significantly lower, however # of transactions is significantly higher than Scenario 1 and 3.

[Please see #26 for payment type breakdown. Solid Waste has smaller dollar transactions at a larger volume. See #34 for breakdown of departments.](#)

36. Scenario 2, #2: Requirement #2 states, "Meet the current North Carolina Property Tax System (NCPTS) file format structure for ad valorem property tax payments received by vendor." Please provide more information on the NCPTS file format structure and integration method.

[Please see #13 and attached Supplementary Documents #2 and #3.](#)

37. Scenario 2, #32: Requirement #32 states, "Vendor must supply all POS terminal/printers, which are compatible with the County hardware and software at the beginning of the contract and update as necessary." Please provide the number of devices the vendor will need to replace.

[We currently have 39 terminals.](#)

Scenario 3

38. Scenario 3: Can the County please break down both the transaction amount and the number of transactions by payment method (credit, debit, eCheck)?

[Please see #26.](#)

39. Scenario 3: Can the County please break down both the transaction amount and the number of transactions by payment channel (web, API, phone, etc.)?

[Please see #26.](#)

40. In Scenario 3, the County states that, "upon mutual agreement, Vendor must be able to add in other County Department(s) electronic payment services during the contract period." What County Departments are included, and what other departments and payments might the County wish to add in the future (web, API, phone)?

| |
|--------------------------------|
| Agriculture and Land Resources |
| Air Quality |
| Division of Social Services |
| Finance |
| Library |
| Permits & Inspections |
| Planning |
| Public Health |
| Register of Deeds |
| Solid Waste |
| Tax Collections |

[Depending on the scenario the vendor is selected for, it is possible that departments may be added in the future. There are no foreseeable changes at this time.](#)

41. Please provide your most recent Processing Statement.

[Merchant statement provided, see Supplementary Document #1.](#)

We have also received the following exceptions for consideration. Responses to these suggestions are listed below.

6.0 General Terms and Conditions

Specific Clauses

27. Data Breach Notification: Vendor does not share confidential information within Data Breach Notifications. Please strike the following bullet from 27.e)1.: “Names and contact information of others involved.”

This is fine if general incident notification is made in a timely manner.

Entire Section

The Parties (i.e., the Vendor and the County) do not intend for Vendor to provide, design, or create custom products or services exclusively for the County pursuant to this Contract. Any reference to “Ownership” or “Work Product” should not include or apply to Vendor’s product(s) or service(s) generally available to other customers that may or may not be customized by Vendor to meet specific needs of the County, including specifically the Payment Processing solution. All intellectual property developed, originated, or prepared by Vendor in connection with providing the Payment Processing solution shall remain vested exclusively in Vendor, and this Contract does not grant to the County any shared development rights of intellectual property.

Acceptable.

Proposed Additions

Please include an addition for Comparative Fault. Example language below:

- a. “The Parties agree that the indemnities above shall continue in effect even in the case where a portion of the damage is caused by the acts or omissions (including negligence) of the County. However, the Parties further agree that Vendor in no way waives any defense otherwise available to it in any such event, including the right to assert comparative fault of the County.”

There is no comparative fault in North Carolina, therefore this cannot be added.

Please include new clauses for the limitation of liability and damages. Example language below:

- b. “To the extent allowable by law, in no event shall either Party’s aggregate liability under this Contract exceed the Fees paid to Vendor under this Contract.”

At this time, the County would like to retain the existing language in the RFP, but we are open to negotiation later in the process.

- c. “Neither Party shall not be responsible in any event for damages resulting from loss of data, loss of profits, and/or loss of use of product, or for any incidental, special, or consequential damages, even if advised of the possibility of such damages. This limitation of a Party’s liability shall apply regardless of the form of action, whether in contract or tort, including negligence.”

At this time, the County would like to retain the existing language in the RFP, but we are open to negotiation later in the process.

6.0 General Terms and Conditions

(17) Insurance:

This section indicates that the “Vendor will grant the county a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions.”

Vendor asks the County to consider the following changes, depicted as redlines below, to align the insurance terms with both the services covered by the solicitation and the eventual contract with the policies and terms that are available at commercially reasonable rates in the commercial insurance market. Additionally, Vendor has revised the notice of cancelation section to reflect that commercial insurers generally won’t agree to provide notice to parties other than the policy holder. This notice obligation should be on the Contractor to notify the State.

“Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Where allowable by law, the policy will include a waiver of subrogation for the Commercial General Liability, Workers Compensation, and Automobile policies. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered by Contractor within thirty (30) days’ prior written notice. in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier’s liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County’s governmental immunity.

Acceptable.

(22) Entire Agreement

The Vendor asks the County to incorporate by reference, as part of the entire Agreement, Vendor’s standard Payment Processing License and Services Agreement which includes terms and conditions to align with North Carolina’s Money Transmitter Act, PCI-DSS, Nacha operating rules, and the card network associations. This can be found at <https://www.tylertech.com/client-terms/payment-processing-license-and-services-agreement> .

Acceptable.

6.0 (27) (a) Data Breach Notification

Vendor asks County to edit this clause as indicated below:

Within seventy-two ~~one (1) day (twenty-four~~ (72~~24~~) hours of confirmation of a ~~discovering~~ System Breach or Data Breach, ~~information that leads the Contractor to reasonably believe that a Breach may have occurred~~, it shall alert the County that Systems/Data may have been breached and specifics known at the time.

North Carolina has instituted a law requiring communication by local governments of a significant incident (N.C.G.S. 143B-1379) to State authorities for Incident Response coordination and communication.

We are under contract with our cybersecurity insurers to provide 24-hour notification of a critical/covered incident.

We will require more rapid notification than 72 hours post confirmation to activate and exercise our incident response plans, coordinate with our insurance provider, and have resources in place should it be determined an actual breach occurred.

[download \(nc.gov\)](#)

ncleg.gov/EnactedLegislation/Statutes/HTML/BySection/Chapter_143B/GS_143B-1379.html

END OF ADDENDUM #1
RFP Payment Card Processing