Online Payment System (OPS) Request for Proposal March 4, 2009

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CITY OF PORTSMOUTH, NH

REQUEST FOR PROPOSAL RFP #48-09 Online Payment Service Phase I

INVITATION TO PROPOSE

Sealed Proposals for "**Online Payment Service Phase I**" **RFP #48-09** must be received by the purchasing department for the City of Portsmouth located at 1 Junkins Avenue, Portsmouth, NH 03801, not later then <u>2:30 P.M.</u> on March 27, 2009.

Scope – The City of Portsmouth is currently seeking proposals from qualified vendors to provide for the collection and processing of municipal payments. The City seeks an integrated service that includes credit card, debit card and electronic check or ACH acceptance for the collection and processing of municipal payments within City buildings and remotely. Customers should be allowed to pay various types of bills; potentially including: parking tickets, water & sewer bills, property tax bills, garage passes or any other City fees.

The City currently uses software from various vendors to process over-the-counter transactions for these bills, including: Pentamation, MuniSmart, T2 and McGann. Most of these vendors offer some functionality for on-line payments either directly or through a third party. Currently, no electronic payments are taken from the general public.

There will be no pre-proposal meeting.

Any related addenda to this RFP, including written answers to questions, will be posted on the City of Portsmouth website at <u>http://www.cityofportsmouth.com/finance/purchasing.htm</u> under the appropriate heading.

The City reserves the right to accept or reject any or all proposals, to modify the timeline, to waive technical or legal deficiencies, to negotiate with all qualified vendors, or to cancel in part or in whole the RFP if it is in the best interest of the City to do so.

1. ONLINE PAYMENT SYSTEM – General Instructions

1.1 Introduction

The City of Portsmouth (hereafter the "City") is currently seeking proposals from qualified vendors authorized to do business in the State of New Hampshire, to provide a service for the collection and processing of municipal payments. The purpose of the RFP is to provide the City with proposals and recommendations for an integrated service that includes credit card, debit card and electronic check or ACH acceptance for the collection and processing of municipal payments. Customers should be allowed to pay various types of bills; potentially including: parking tickets, water & sewer bills, property tax bills, garage passes or any other City fees. The City will want to offer these types of payment options within City buildings for customer convenience (possibly at a 'Payment Kiosk') or through a face-to-face transaction as well as remotely using a secure browser based interface accessible via the Internet.

The City currently uses software from various vendors to process over-the-counter transactions for municipal bills, including: Pentamation, MuniSmart, T2 and McGann. Most of these vendors offer some functionality for on-line payments either directly or through a third party.

Currently, payments are accepted as cash or check and no electronic payments are taken from the general public.

The City also wishes to provide the customer with up-to-date information regarding their accounts via the web, so that a customer may see the status of the past years' bills.

1.2 Statement of Decision

This RFP is not an offer to enter into an agreement or contract with responding vendors. Only the execution of a written contract will obligate the City in accordance with the terms and conditions in such contract. This RFP represents the City's request to receive proposals from vendors that are interested in providing a merchant service solution and associated services and processing.

1.3 Reservation of Rights

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals, to modify the timeline, to waive technical or legal deficiencies, to negotiate with all qualified vendors, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so.

1.4 Proposal Timeframes

Task	Date
Release of RFP	March 4, 2009
Deadline for Submission of Questions and Request for Information	March 13, 2009
City Response to Questions	March 20, 2009
Deadline for Proposals	March 27, 2009
Oral Presentations (If Needed)	April 27, 2009
Tentative Date for Finalizing Contract	May 29, 2009

Dates indicated above are subject to change at the sole discretion of the City.

1.5 RFP Inquiries, Addenda & Requests for Information

All vendor questions and any requests for information regarding this RFP must be addressed via e-mail to <u>purchasing@ch.cityofportsmouth.com</u> by the published deadline. Questions must be clear and concise for each issue to be addressed. If necessary, a representative from the City of Portsmouth may contact vendor representatives to gather additional details prior to replying to inquiries. No questions will be answered past the published Deadline for Submission of Questions.

Any related addenda to this RFP, including written answers to questions, will be posted on the City of Portsmouth website at <u>http://www.cityofportsmouth.com/finance/purchasing.htm</u> under the appropriate heading. Addenda and updates will <u>NOT</u> be sent directly to vendors. It is recommended that any vendor submitting a bid check the web site daily for addenda and updates after the release date. Vendors should print out, sign and return addenda with their bid proposal. Failure to do so may subject a vendor to disqualification.

The City anticipates that vendors requested to demonstrate a system may request test data from the City. In order to protect the confidentiality of the City's business, all information that is provided to vendors during the RFP process, in any form, shall not be duplicated and must be returned to the City at the end of the RFP process. Information shall be treated as confidential by vendors and should only be used for the purpose of providing responses to this RFP. Vendors shall not disclose any information gathered during the RFP process to anyone except the City's authorized officers and vendor's authorized officers directly connected with the RFP process.

1.6 Form and Structure of Proposal

Seven (7) hard copies and one (1) electronic version (PDF version on CD) of the vendor's proposal must be submitted in a sealed envelope as follows: **Online Payment Service Phase 1,** RFP # 48-09, Purchasing Department, City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801. The proposal must be delivered in a binder along with an electronic

copy via CD on or before the date specified. The proposal must be organized in the following manner:

- Vendor Cover Letter Include primary contact information
- Executive Summary Overview of the solution being proposed
- Table of Contents
- Technical Proposal In this section the vendor shall detail how its system and service will meet the general and detailed specifications set forth in the RFP. The vendor shall:
 - Describe in detail how the municipality's processing program will be operated on a day-to-day basis and provide transaction flow diagrams.
 - Describe how its system will provide a confirmation of payment transactions.
 - Describe how its system solution will provide a clear disclosure of convenience fees to cardholders prior to completing the card transactions.
 - Describe how its system will provide a reporting mechanism that consolidates reporting for all payment channels and types. It must provide visibility and manageability to aggregate payment information in detail.
 - Describe how its system process will handle any copy requests or chargeback's for indiscriminate null payments to the City.
 - Describe how its system will integrate with existing and possible future revenue collection systems within the City.
 - Identify all parties involved with delivering the services specified in this proposal and explain how those parties are integrated in a payment processing solution.
 - Identify any manner in which the proposal does NOT meet the City's requirements specified in Sections 2 and 3 of the RFP.

Vendor may, and is encouraged, to provide current samples of published materials that are responsive to the City's requested information above.

- Pricing Any costs to the City for services including equipment software, professional services, warranties, maintenance services, project management, installation and training, must be clearly itemized. Use the format specified in Appendix A of this RFP. The vendor may charge the payer a "convenience fee" only if this convenience fee is clearly designated, as specified elsewhere in this RFP.
- Company Information Company information shall include: complete legal name of the vendor, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to: Software programming, Networking and Telecommunications, Product support, Product trainers, Sales, Project Managers, and Administration.

- Releases Please provide a listing of all major software releases/upgrades for the past two (2) years, including a minimum of five (5) customer references that have received all software upgrades within each release series.
- Support Describe the availability of routine technical support, emergency 24-hour technical support, policy on providing software upgrades, and enhancements. The methods or means by which vendor plans to provide support services, to the City and the payers, are important given that vendor may not be located locally, and that the solution will be a non-City hosted solution.
- Implementation Schedule Provide an estimate of the amount of time needed to complete the implementation of the system and the training of the City's personnel (specify any lead time required before work can begin). Ideally the City would like the installation to begin after June 1, 2009 and be completed no later than July 31, 2009. As part of this proposal, vendors are asked to specifically address these schedule considerations.
- References Provide a minimum of five (5) customer references for implemented systems in which the size and scope were as large as or larger than the current proposal. For each reference, please include contact name, agency, address, city, state, zip code, telephone, fax, and e-mail, including dates of installation and version release.

1.7 Evaluation Methodology

Each response will be reviewed and evaluated based on criteria and priorities defined by the City and detailed in this RFP. These criteria will include, but are not limited to, the following:

- The ability of the product/service to satisfy the functional requirements outlined in this RFP.
- Experience of the vendor with assignments of similar size, scope, and complexity.
- Special knowledge relevant to the project.
- Special equipment or facilities relevant to the project.
- Size, staffing, resources, and financial capability of the vendor.
- Proposed costs.
- Schedule for implementation and deliverability of services.
- Proposal completeness, timeliness, and compliance with RFP guidelines and format.

1.8 Selection Process

The City will review submitted material and rank the vendors in accord with the methodology. At its discretion, the City may elect to interview any vendor, visit a vendor, or inspect prior work done by any vendor. The City will notify the three highest ranked vendors of their standing. The three highest ranked vendors may be required to provide an on-site demonstration of their product's functionality and be re-ranked following the demonstration.

The City shall then initiate negotiations with the highest ranked vendor. If a satisfactory agreement cannot be negotiated with the vendor considered the most qualified, then negotiations with that vendor shall be terminated and negotiations undertaken with the second most qualified vendor. Failing accord with the second most qualified vendor, negotiation shall terminate with it and then be undertaken with the third most qualified vendor.

1.9 GENERAL CONDITIONS OF THE RFP

1. All RFP submission materials become the property of the City.

2. The City has the option to select a vendor without conducting interviews and each applicant should initially submit their best proposal.

3. No vendor which has submitted a proposal pursuant to this RFP shall have the right to assign its submitted proposal or, if selected, the contract without the prior written consent of the City. The City's refusal to consent to an assignment shall not entitle the assigning vendor to cancel the submitted proposal and/or contract if fully executed, or give rise to any claim for damages against the City.

4. This RFP shall be construed in accordance with and governed by the laws of the State of New Hampshire, without regard to New Hampshire conflicts of laws principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in Courts located within the State of New Hampshire. Vendor, its successors and assigns, if any, by submitting its proposal subjects itself to the jurisdiction of any such state or federal court and EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

5. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and may become part of the contract that is negotiated between the City.

2. GENERAL SPECIFICATIONS

The City anticipates that the proposal made by the successful vendor will meet the following specifications. If the proposal does not meet any one of these specifications, the vendor shall so note such non-compliance in the proposal.

2.1 Overview

The selected vendor is required to:

- Comply with standard best practices and procedures as well as any Local, State and Federal guidelines, regulations and laws.
- Have immediately available to their technicians the following documentation:
 - Vendor Emergency Response Procedures and Contact Numbers
 - o Reference manuals for all current hardware and software
 - o Operating manuals for all equipment
 - Backup and restoration procedures
- Designate an "Incident Response Team" to respond to and resolve incidents.
- Plan the implementation in such manner as to provide no downtime to the City's business operations. This will include a phased approach to implementation, with cutover of all sites in a closely managed migration

2.2 Security and Compliance

Vendor is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard the City's and public information assets, including, but not limited to full compliance with the latest PCI standards. This does not replace the obligation of the vendor to comply with all of the City's security policies and standards.

Vendors will be responsible for securing any City or City designated property and equipment where they have been working. If there are no means available to secure the property or equipment, the vendor will be responsible for immediately informing the City or City designated contact.

2.3 Mandatory Technical Requirements

The vendor must meet the following mandatory technical requirements:

- At least five (5) successful installations of their product
- The system implementation must be fault-tolerant and this fault-tolerance must be described in detail as a part of the vendors response to this RFP.
- The system must be able to run on Internet Explorer 5.0 or greater, Opera, Mozilla, Netscape, Firefox, or any other web browser with more than 5% market share.
- The system will not be hosted by the City.
- The system must be open architecture and ODBC compliant to allow data extraction and facilitate reporting.

2.4 Compliance with Other Laws

- The vendor shall comply with all federal, state, and local statutory and constitutional antidiscrimination provisions. The vendor shall not discriminate against employees, applicants for employment, or third party vendors or subcontractor on the basis of race, creed, color, national origin, sex, age, disability, or marital status in recruitment, employment, job assignments, promotions, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation.
- The vendor awarded contract shall comply with all federal, state, and local laws, statues
 or ordinances relative to the performance and execution of the work. This requirement,
 includes, but is not limited to, protection of public and employee safety and health;
 environmental protection; waste reduction and recycling; the protection of natural
 resources; permits; fees; taxes; and similar subjects.
- The responsibility to identify all codes, and/or agencies having jurisdiction over any implementation practice will be the sole responsibility of the vendor regardless of subcontractor involvement. At a minimum, the execution of this RFP and all its acts of the vendor selected to perform work described herein shall conform with the following guidelines, mandates and standards: Federal Communications Commission; OSHA; Electronic Industries Association; American National Standards Institute; National and Local Electrical Codes; State, City and The City ordinances as applicable; Telecommunications Distribution Standards; applicable regulations of the New Hampshire State Department of Labor; and federal and state anti-discrimination laws. This listing is not exclusive.

2.5 Third-Party Vendor Coordination

The vendor is responsible for ensuring that all expenses related to using third-party vendors are billed to the vendor, not to the City. The vendor is accountable and responsible for maintaining all Third Party relationships, and ensuring that they adhere to all defined service level agreements as well as to the City's Safety and Security standards.

No subcontractor or third party vendor may be utilized by the contracting vendor without the prior written approval of the City.

2.6 Warranty / Service Level Agreement

- (1) The vendor will warrant the system to be free from defects in material and workmanship from the date of final acceptance by the City of Portsmouth as long at the contract is in force. In the event the system proves defective or is unable to meet specified performance criteria, the Vendor shall modify the system to resolve the problem or meet the performance criteria at no cost to the City.
- (2) During the contract period it is the vendor's responsibility to provide technical response within one hour and resolution to problem or performance issue within twenty-four hours of the time the problem/issue is reported. Technical support shall be available from 6AM until Midnight (Eastern Standard Time), 7-days per week, 52-weeks per year to the City and general public.
- (3) Should the system require any type of planned maintenance, the vendor shall supply 72-hour notice to the City and general public, via e-mail and posting on the payment website.
- (4) At no time shall the City be responsible for coordinating repairs among multiple vendors.
- (5) The vendor shall assume responsibility for the performance of all equipment, materials, labor, software, and programs.
- (6) The vendor shall provide all updates and upgrades to the system during the contract period at no cost to the City.

3. Detailed Specifications

The City anticipates that the proposal made by the successful vendor will meet the following specifications. If the proposal does not meet any one of these specifications, the vendor shall so note such non-compliance in the proposal.

Vendors may assume that the City will provide a daily file with updated balance and billing information by account.

3.1 Turnkey Solution

(1) The City requires a turn-key solution that will allow the searching, viewing and printing of account statements and the payment of these charges via the Internet using credit cards, debit cards and electronic check or ACH. Payers should be able to access their bills and current payment status for various current and delinquent accounts. The system will interface electronically with existing receivable information in the City's ERP System – Pentamation; Property Tax and Animal Licensing – MuniSmart; Garage Passes – McGann Professional; and Parking Enforcement System – T2; and in the future with the City's other billing systems.

3.2 Account Access, Status and Updates

- (2) PAYER ACCESS The payer should have secure access to their account information FREE OF CHARGE anytime from any Internet capable computer. Online support must be available and any issue that requires local government intervention must be routed to the proper contact.
- (3) The vendor will maintain a user access feature (user account/password) that only allows access to accounts for which a payer has responsibility. A payer may require access to bills for multiple parcels or accounts through the same login.
- (4) Individual payer access to the Internet site for the purpose of viewing/printing their bills shall be at no cost.
- (5) Payers should have the option of searching for their account(s) by various methods including name, location, parcel; printing their statement and mailing in their remittance or making payment via credit card, debit card, electronic check or ACH transaction.
- (6) The System will present the payer with information on payments, account balances and delinquent bills based on a 24 hour history lag. This payment information will include both payments made through the vendor's system and payments made through other systems applicable to the account and any bills made available through the system.
- (7) The System must deliver notification to the payer and billing department via email.
- (8) The system should provide duplicate notifications/receipts to the Payer and the associated City Department to enable same/next day posting of all payment transactions.
- (9) Any payer should have the ability to create a Standard User account for free and search/view/print a set number of accounts. The only cost incurred by individual payers is the convenience fee should they make an online payment. Access to view their bills and payment status should always be at no cost to payers.

3.3 Payment Options

(10) Payers will have the option of printing their bill (with payment stub) and mailing in their remittance, or making an on-line payment via credit card, debit card, electronic check or ACH/electronic check transaction in a secure (HTTPS) online environment. The vendor's system shall provide processing for all forms of online or electronic payment and provide a manner in which payments not paid through the vendor's system shall be visible to the customer. The system shall provide posting of all payment transactions in a time specified in the vendor's proposal, however, time is of the essence in this process. All payment amounts will be validated against the most recent receivables file.

3.4 Processing and Convenience Fees

- (11) The vendor must provide payment processing of credit card and electronic check or ACH payments at rates/fees below or equal to those offered by other national payment processors.
- (12) Any convenience fee being charged to a payer for conducting a payment will be conspicuously and clearly stated at least twice during the session, prior to confirmation of payment AND the payer must affirmatively consent to the fee before completing the payment transaction. It must be clearly stated that these fees are not associated with the City.
- (13) Any fees must be separately and distinctly stated on any statements or receipts provided to the payer i.e. credit card statements, payment receipts.
- (14) Payer's approval (electronic or otherwise) of such fees must be obtained prior to initiating credit authorizations.
- (15) The convenience fees collected shall be retained by the vendor(s).
- (16) Convenience fees shall not be changed without approval of the City and shall be subject to an annual review by the City.
- (17) The City will be identified as the "merchant of record" on all payment transactions. The Vendor must be identified as the "merchant of record" on all convenience fee transactions. Note that these transactions must be identified separately.

3.5 Payment Processing and System Interface

- (18) The Vendor will provide a process and a file to update data in existing systems as an automated posting transaction. The payment information shall be provided to the City in an electronic file in a suitable format to be electronically interfaced with the City's billing software, similar to the current process used for lockbox processing. Separate payment files should be submitted for each department or bill type.
- (19) The system should interface with existing billing information as provided by the City.

- (20) The system shall provide the City with a specified account number or identifier (e.g. parcel number or other number as determined by the Municipality) in order for the City to post the payment to the appropriate accounts receivable.
- (21) Payment information shall be provided to the City in an electronic file in a suitable format to be electronically interfaced with the City's billing software. An electronic payment file should be submitted separately for each department or bill type.
- (22) If the City receives an account number which cannot be posted to the City billing system (e.g., an invalid account number), the Vendor will assist the City in identifying the payer who submitted the payment. The Vendor will notify the City of the payer's information name, address, telephone number and e-mail address.
- (23) Information should be organized in a convenient statement or set of statements for customer and City review.
- (24) The City shall be able to designate what type of payment is allowed by transaction type i.e. Property Tax payments may only be made by electronic check and Water Bill payments may be made by credit card, debit card or electronic check.
- (25) The City shall be able to change the types of payments allowed at any time. The City shall be able to designate by transaction type whether partial payments will be allowed or if payment in full of the transaction is required.
- (26) The online bill/statement should be presented to the payer in a format similar to the original bill that is mailed by the local government. (current bill is printed on 8-1/2 X 11) The payer should be able to view the entire statement (including multiple pages and two-sided) in a convenient PDF format and have the option to print or save the bill on demand.
- (27) The system must present statements and data that incorporate customized business rules. The system will not allow a wrong payment amount to be submitted. For example, if a payment requires a prior installment or a delinquency to be paid first, the system will force these requirements and amounts cannot be edited by a User.

3.6 General System Features and Reporting

- (28) The system should already be deployed and tested.
- (29) The system shall include a secure web site allowing Users to view/print and pay bills online and view historic payment status for the prior 12-months information.

- (30) The vendor will provide the City with a monthly analysis statement showing charges and payments for all account services.
- (31) The system must be scalable, and the Vendor must be prepared to integrate with any future systems the City may implement.
- (32) The processing services must provide all equipment and software for the purpose of accepting Visa, Master Card, American Express, Discover and any other credit or debit cards in development of the system; as well as electronic check or ACH payments.
- (33) The system should be deployed in a customized fashion for the City in the following ways:
 - a. **Graphics/Branding** the system should be branded/co-branded using graphics as an internally associated application.
 - b. Online Statements the system should produce customized online statements based on the specific content of the City and statement type. Standard Users should have the ability to access an immediate overview of their account and can "drill down" to complete statements in PDF/HTML formats that can easily be viewed on screen, saved to a computer, and printed on demand.
 - c. **Payment Rules** the system should be truly "smart", which means that literally any consistent business rule can be integrated on behalf of any local government client. Rules may include: conditional payment (i.e. must pay oldest delinquent first), only except full payment per installment including all penalties due (i.e. can accept partial payment on outstanding balance if payment is at least 50% of the balance) and date/time related (i.e. payment must be completed by 11:59:59 EST or Penalty & Interest is due) should be easily imbedded into the system.
 - d. **Data Sources & Elements** the system should draw data from one or multiple data sources and hide or display any data element that the City wishes, based on bill type, status, date or other condition.
- (34) The Vendor and its partners shall ensure the security and confidentiality of all financial information that the system obtains from payers. Vendor, partners or other parties shall not use this information, for any purpose other than processing of the payment and reporting of transactions to the City.
- (35) The systems, software, processes and partners must adhere to the stringent requirements of the national Cardholder Information Security Program (CISP) and maintain full PCI compliance. This insures that all transaction information will be protected from those not directly involved in the processing of a payment.
- (36) The City must have the ability to add, edit and delete Standard Users and increase or decrease the number of accounts a particular user may have access to.

- (37) Uptime / maintenance to meet the terms of the Warranty/Service Level Agreement in Section 2.6.
- (38) The bill presentment/Internet payment application shall be linked to the City web site.
- (39) Any question involving the validity of any payment shall be decided by the City.
- (40) All payments will be electronically deposited into a City specified bank account(s) within as short a time as possible. (Preferred timeframes are - 24 hours for ACH/Electronic Checks and 48 hours for credit cards based on a Monday through Friday, 3:00 PM EST work day).
- (41) Vendor shall provide the City with operational and financial activity reports in a mutually agreed upon format. Such reports will indicate, among other things, the invoice number, payer's account number or other relevant identifier, the amount paid, and the date/time of payment. These reports shall be available in a format and at such a time as to allow them to be used to reconcile the electronic payment files.
- (42) Vendor staff will be available for consultation on the above scope of services with local government staff on an as-needed basis, 24 hours-a-day, seven days a week. Consulting on projects or initiatives for work outside this scope of services shall be performed on terms agreed to by the City.

END

Cost / Fee Amount

Appendix A

Cost / Fee to City Schedule

Cost / Fee Description	Cost / Fee Amount			
Setup costs/fees				
Hardware costs/fees				
Software Development costs/fees – initial proposal				
Software Development costs/fees – future				
Software Customization costs/fees – initial proposal				
Software Customization costs/fees – future				
Recurring costs/fees				
Other cost/fee – please specify				

Cost / Fee to Payer Schedule

Cost /	Fee	Description
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Convenience Fee per "shopping cart checkout"

Convenience Fee per Mastercard transaction

Convenience Fee per VISA transaction

Convenience Fee per AMEX transaction

Convenience Fee per Discover transaction

Convenience Fee per Debit Card transaction

Convenience Fee per other card transaction (define please)

Convenience Fee per ACH transaction

Convenience Fee per electronic check transaction

Other cost/fee – please specify

Appendix B

Current City Software Vendors and Applications

Vendor	Application
Sunguard Pentamation 3 West Broad St.	Water Billing & Sewer Billing
Suite 1	Approx 8,000 per month
Bethlehem, PA 18018 (800) 292-4526	Miscellaneous Accounts Receivable
MuniSmart – Harris Computer Systems 56 Banair Road	Property Tax Billing – 17,000 per year
Bangor, Maine 04401 (888) 942-6222	Animal Licensing - 2,200 per year
T2 Systems, Inc. 7835 Woodland Drive Suite 250	Parking Enforcement – T2 Flex
Indianapolis, IN 46278 (317) 524-5500	Approx 60,000 tickets per year
Amano McGann 651 Taft Street NE Minneapolis, MN 55413 (612) 331-2020	Garage Passes - McGann Professional
	Maximum of 700 passes per month