



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: TVN0055

COMMODITY/SERVICE DESCRIPTION: MERCHANT CARD PROCESSING SERVICES

DATE ISSUED: AUGUST 31, 2015

REQUISITION NO.: RQM 7400 15072700455

PRE-PROPOSAL CONFERENCE TIME AND DATE: 3:00 PM ON THURSDAY, SEPTEMBER 10, 2015

COMMODITY CODE: 94635

LOCATION: MUNICIPAL BUILDING
124 W.8TH ST., RM 335.5
AUSTIN, TX 78757

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: 2:00 PM ON OCTOBER 8, 2015

Terry V. Nicholson
Senior Buyer Specialist

PROPOSAL CLOSING TIME AND DATE: 2:00 PM ON OCTOBER 8, 2015

Phone: (512) 974-2995
E-Mail: terry.nicholson@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Sandy Wirtanen
Buyer II

Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TVN0055	Purchasing Office-Response Enclosed for Solicitation # TVN0055
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 EXACT ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE OR CD

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4 – 6
0500	SCOPE OF WORK	7 - 12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	13 - 17
0610	COST SHEET (separate attachment)	2 pages
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	18 - 19
0700	REFERENCE SHEET – Complete and return if required	20 - 21
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	22
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	23 - 24

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of THIRTY SIX (36) months and may be extended thereafter for up to TWO additional 24-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the duration of the Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Treasury Department
Attn:	Accounts Payable
Address	P.O. Box 2106
City, State Zip Code	Austin, TX 78768

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at the following link:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Belinda Erwin

Phone: 512-974-7885

Email: Belinda.Erwin@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
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SOLICITATION NO. RFP TVN0055
MERCHANT CARD PROCESSING SERVICES
SCOPE OF WORK**

I. PURPOSE

The City of Austin, herein after referred to as “City”, seeks proposals from qualified and experienced companies for credit and debit card processing services, to provide credit card equipment and processing services for the City of Austin.

Required services shall include electronic authorization by Point-of-Sale (POS) terminal or computer, capture and electronic settlement of credit and debit card transactions for a variety of credit card types and transaction types to an account designated by the City, and online internet access capability.

II. BACKGROUND

The City accepts credit and debit cards at various City offices and locations for a variety of goods, services or fees. There are approximately 20 City Departments at over 80 Citywide locations using approximately 110 electronic capture terminals and 10 “virtual” terminals (“Virtual” terminals are non-swipe PC or internet based point of interface wherein the clerk/teller enters in the card information, usually when the card is not present). Typically, each location will require a separate merchant ID and statement.

For calendar year 2014, the City processed approximately 600,000 credit card transactions totaling \$48 million in dollar volume. Although the City cannot guarantee any volume level, the estimated growth rate in transaction and dollar volume is expected to be 20% per year. The anticipated revenue receipts and number of transactions for each charge type accepted are detailed in Section 0610 of this solicitation.

The following departments are currently accepting credit and debit cards for financial transaction:

- Animal Services (client services)
- Austin Convention Center Department (event fees)
- Austin Energy (Green Building Program Science Festival)
- Austin Fire Department (fire alarm permits)
- Austin Public Library (materials fines and fees)
- Austin Water Utility (rental agreements)
- Department of Aviation (parking)
- EMS Department (client services)
- Health and Human Services (health services)
- Human Resources (event registration fees)
- Municipal Court (fines, fees and charges)
- Office of Vital Records (document services)
- Parks and Recreation Department (reservations, fees, goods)
- Planning Development and Review (client services, permits)
- Small and Minority Business Resources (workshop registrations)
- Transportation Department (right of way permits)
- Watershed Protection

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A. Exceptions

The City of Austin Parking Meters and utility customer payments are not included in this solicitation.

The City currently contracts with JP Morgan Chase Bank for the use of their "Pay Connexion" platform for online transactions, which requires the use of their processor for the merchant processing of these transactions. Upon the expiration of this contract, the City will determine the Contractor for these services for the balance of this Merchant Card Processing Services agreement, which may require assistance from the awardee of this contract.

No specific departments or volumes are guaranteed to be in the resulting contract.

B. Transaction Requirements

The majority of payments are card-present, however card-not-present transactions resulting from mail-in or telephone transactions, as well as web-initiated transactions are also processed through the contract.

C. Current Provider

The City's current Contractor for these services is Paymentech, located in Houston, Texas.

III. SCOPE OF WORK

A. Contractor Minimum Qualifications

1. Merchant processing of credit and debit card transactions has been on-going consecutively for at least the last five years.
2. Three governmental clients that are currently receiving merchant card services can be provided as references.
3. Documentation of Payment Card Industry Data Security Standards (PCI-DSS) compliance.

B. Contractor Minimum Requirements

1. Settlement for the full amount of valid transactions shall be deposited through the Automated Clearing House Association (ACH) within two (2) business days following the transaction day.
2. All ACH credits and debits must reference the merchant ID number.
3. All ACH credits and debits will be made to a bank account at a financial institution designated by the City.
4. Contractor shall be certified to work with authorize.net to process the City's transactions.
5. Contractor shall be certified to work with Plug-n-Pay gateway to process the City's transactions.
6. Pricing is to be based on an interchange plus dues and assessments pricing model (see Section 0610). The interchange, dues and assessments to be used are those published by the Visa and MasterCard associations on their respective websites.

C. Types of Cards Accepted

Contractor must be able to process all Visa and MasterCard credit and debit cards, as well as accommodate various other card types (e.g. American Express and Discover). Note, the City has a separate agreement in place with American Express, however will require that the Contractor process American Express transactions and submit all valid transactions directly to American Express for settlement.

D. Authorization

1. All transactions submitted by the City that are valid, that satisfy applicable rules, regulations and laws will be processed.

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2. Electronic authorization and capture capability for transactions at the City's departments, including internet (computer) and Point of Sale (POS) terminals, 24 hours per day, 7 days per week, will be provided.

NOTE - the City is responsible for the installation and maintenance of all necessary telephone and Ethernet lines.

3. An initial response time of not more than 30 seconds for each transaction that shall average no more than 12 seconds for a standard transaction on a monthly average will be experienced.
4. Backup procedures for alternative authorization in the event that any location is unable to access the system via computer or POS terminal will be provided under this contract.
5. A means of alternative authorization during network downtime and a means of authorization for paper-based transactions as necessary will be provided under this contract.

E. Settlement

All funds received from credit and debit card sales must be deposited to an account at a financial institution designated by the City.

Settlement for the full amount of valid transactions will be electronically deposited through the Automated Clearing House Association (ACH) as soon as possible to the City's designated instructions, but no later than two (2) business days following the transaction day. This is a minimum qualification.

A separate electronic deposit for each merchant ID must be provided.

Fees, chargebacks, or any miscellaneous debits **SHALL NOT** be subtracted from the amounts deposited; these items shall appear individually and service charges shall be handled separately.

Contractor is required to have staff specifically assigned to handle error resolution, research, and provide administrative assistance with regard to settlement of funds.

F. Chargebacks

Chargebacks occur when a cardholder disputes a charge and asks the card-issuing bank to refuse to honor the charge. All chargebacks must be processed in accordance with the applicable card regulations governing chargebacks. Chargeback notifications from the Contractor are required to be provided to the City in an expedited manner. The City will decide if chargeback notifications will be received via email, fax, or US mail for each specified merchant ID.

G. Data Activity and Settlement Reporting

All reports outlined below shall be provided both in writing (hard copy US mail) and via internet access.

1. Staff at each individual location shall be capable of printing a report from either the computer or POS terminal printer on a daily basis at a minimum and will include the following information about each transaction:
 - i. Operator identification number;
 - ii. Last four digits of cardholder number;
 - iii. Date and time of transaction;
 - iv. Unique trace or other unique reference number;
 - v. Card type (e.g., MasterCard/Visa/Discover/AMEX);
 - vi. Accepted/declined status;
 - vii. Sale/return code;
 - viii. Authorization/approval code;
 - ix. Dollar amount of transaction;

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- x. Settlement batch total; and
 - xi. Settlement batch detail.
2. Individual merchant ID statement reports shall be provided monthly to each City department for transactions processed and fees charged to the City for the previous month. At a minimum, the monthly statement report shall contain:
- i. Detailed description of the transaction,
 - ii. Name of card brand,
 - iii. Dollar amount of transaction,
 - iv. Transaction fee amount, and
 - v. Corresponding detail concerning calculation of the transaction fee amount (e.g., interchange type assigned).
3. The Contract Manager shall be provided with a monthly summary report by merchant ID of transactions and transaction fees within 15 days of the following month. An annual report for the previous year shall be provided to the Contract Manager within 45 days of calendar year end.
- The annual report shall contain the following:
- i. Total transactions processed by merchant ID,
 - ii. Total transactions processed for the City in total,
 - iii. Total transaction fees paid by merchant ID, and
 - iv. Total transaction fees paid by the City.
4. An online reporting tool and resource is required, and its availability and functionality should be addressed and described in detail in the response. Responses must describe any additional reports that are available, providing samples as exhibits when possible. Fees associated with information/transaction reporting must be included on 0610.

H. Monthly Billing

- 1. The City will be debited for any and all merchant processing fees once per month according to individual merchant ID (one debit per merchant ID) via Automated Clearing House (ACH). The financial institution and bank account to be debited will be designated by the City. Separate ACH debits are allowable and preferred for chargebacks. Contractor is required to reference the merchant ID on all ACH debits.
- 2. Fees will not be netted against transaction dollar volume and monthly debits should correspond to the monthly statement as described in this RFP.
- 3. Contractor's relationship manager will be required to review all monthly billing statements to ensure accuracy.

I. Service Providers/Gateways

- 1. Fees associated with set up and processing through the City's existing gateways (see Section III-B, items 4 and 5 above) should be included in 0610.
- 2. The City reserves the right to add or delete gateways in the future.
- 3. Contractor is required to assist the City with future gateway implementations.

J. Equipment and Supplies

Most locations will process transactions via "swipe" through a card reader device. Currently the City owns and utilizes VX510 and VX520 credit card terminals.

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1. Contractor shall be capable of either reprogramming/reconfiguring the City's existing capture terminals, or provide replacement authorization and capture terminals, printers, and required supplies.
2. EMV (Europay MasterCard Visa) capable credit card terminals are required for processing of card-present transactions. Terminals must be EMV capable, level 2 capable for corporate card transactions and must have auto-close capability. Certain departments will require a PIN pad for PIN-based debit transactions. All equipment is required to be PCI DSS compliant.
3. It is the City's preference for all credit card equipment to be new. Supplies shall be delivered within 3 business days of request to the individual locations. New terminal installations shall be completed within 3 business days after receipt of the terminal by the City.
4. City locations processing transactions via an Ethernet connection will require point-to-point encryption.
5. Contractor shall provide all equipment setup and maintenance.
6. All applicable costs must be outlined in 0610.

K. Convenience Fees

Contractor shall have the capability to impose a Convenience Fee as authorized by Section 339.001 of the Texas Finance Code.

L. Security

Contractor shall have security controls and safeguards in place to protect credit and debit card transaction information and funds. Contractor must provide a fully Payment Card Industry Data Security Standards (PCI-DSS) compliant solution. PCI compliance is to be maintained by the Contractor, with any changes in compliance reported to the Contract Manager immediately. Contractor must provide current documented PCI compliance.

M. Training/Customer Services

1. Contractor shall provide initial training for users, and follow-up training as requested by the City. All training shall be provided at no cost to the City and shall be conducted on City premises as designated by City staff.
2. User access to a 24-hour customer service help desk must be provided. A toll-free customer service help desk number is required for departmental use if assistance is needed.

N. Addition or Deletion of Departments, Locations, and/or Merchant IDs

The City reserves the right to add or delete City departments, locations and/or merchant ID's as required.

O. Implementation

The City requires as seamless a transition as possible upon execution of the contract. To accomplish this, the Contractor shall work with the Contract Manager to develop a mutually agreeable timetable for managing and executing the transition. As part of the transition, the City requires the Contractor to actively manage the process of data transfer (if necessary) and reconciliation, communication and education, and shall supply any necessary criteria for approval by any governing regulatory authorities, including the Internal Revenue Service.

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Contractor shall provide weekly update reports relating to the various activities inherent in the transition. The report should include, at minimum, the task, the parties responsible for completion of the task, the target completion date, and the current status of the task team. The City shall also receive weekly conference calls during the early phase of transition to facilitate decisions and confirm the process is effectively underway and to address any problems or issues that arise relating to data transfer, reconciliation of data, or other significant processes that may in any way impact participants. The frequency of these communications will continue through the transition process at the discretion of the City.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER:
MERCHANT CARD PROCESSING SERVICES**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of one (1) page or less, which gives in brief, concise terms, a summation of the proposal. Conciseness and clarity of content are required throughout the proposal. Failure to provide complete responses to any or all of the RFP may result in the proposal being disqualified.

Proposals should be organized according to the sections below, utilizing the bolded and underlined section headers.

1.1. Part I - Business Organization:

- 1.1.1. State full name and address of your organization and identify parent company if you are a subsidiary. Provide a detailed summary organization chart. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Detail annual credit card processing volume for the last five years.
- 1.1.2. The Proposer must state his compliance with terms of this Request for Proposal (RFP). Provide a statement of your compliance with the City's Terms and Conditions in addition to all applicable rules and regulations of Federal, State and Local governing entities.
- 1.1.3. Identify any subcontracting contemplated and the proposed role of each subcontractor identified in relation to the services offered. This information must include, but is not limited to the following:
 - 1.1.3.1. Subcontractor's prior experience with the Contractor.
 - 1.1.3.2. Services to be provided by the subcontractor.
 - 1.1.3.3. Subcontractors experience and capabilities in providing the identified services.

1.2. Part II – Financial Viability:

- 1.2.1. Provide a copy of the last two (2) years of your organizations audited financial statements.

1.3. Part III – Statement of Work, Processing Services, and Reports Provided:

- 1.3.1. Provide acknowledgement and describe the ability to process all Visa and MasterCard credit and debit cards. Outline the basic differences among the various credit and debit card acceptance conditions and processing procedures. Confirm the ability to accommodate other card types (e.g., American Express and Discover).
- 1.3.2. Describe in detail the Respondent's ability to meet the individual reporting requirements outlined in Section III, subsection G of the Scope of Work (Section 0500).
- 1.3.3. Define in detail how each item in the Scope of Work will be provided or addressed by your Merchant Card Processing Services Program. Provide all details as required by each item in the Scope of Work and any additional information you deem necessary to evaluate your proposal on its best terms to meet the RFP Purpose, Program Description and Objective.
- 1.3.4. Describe the merchant transaction detail reports available to the City, providing samples when possible.
- 1.3.5. Provide an acknowledgment of the city's choice in designating the account and financial institution for settlement. Describe how quickly funds will be deposited, confirm the ability to have one deposit per merchant number, and confirm the ability to deposit the full value of transactions with chargebacks, miscellaneous debits and service charges handled separately.

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- 1.3.6. Provide a list of the name(s) and telephone number(s) of person(s) specifically assigned to handle error resolution, research, and administrative assistance with regard to settlement of funds.
- 1.3.7. Describe in detail the procedures to be followed by all parties in the event of a chargeback. Procedures and conditions should be highly detailed to allow planning for the recapture of lost revenue, including notification methods and a timeline for the merchant to address/resolve these chargebacks. An option for chargeback information via electronic notification is preferred and should be addressed in the response if available. Describe in detail the chargeback process your merchant bank utilizes. Include a timeline and information concerning notification to the City of the chargeback and required response times to recapture funds. **Fees associated with chargebacks must be included in 0610.**
- 1.3.8. Describe in detail Respondents acceptance of all billing requirements outlined in Section III, subsection H of the Scope of Work.
- 1.3.9. Document whether equipment offered is new or refurbished.
- 1.3.10. Provide in detail the point-to-point encryption service available for Ethernet processing and the anticipated steps/costs to encrypt existing terminals (if applicable) must be included in 0610.
- 1.3.11. Provide a detailed description of all equipment warranty terms and conditions.
- 1.3.12. Confirm Respondent's capability to impose Convenience fees if required as detailed in Section III, subsection K of the Scope of Work.
- 1.3.13. Provide a list of gateways currently authorized by Respondent.
- 1.3.14. Detail security controls and safeguards in place to protect credit and debit transaction information and funds.

1.4. Part IV - Implementation:

Provide confirmation of the requirements detailed in Section III, subsection O of the Scope of Work, along with a detailed assessment of all information and documentation required to complete the execution and implementation of the contract, including but not limited to the following:

- 1.4.1. Provide a detailed list of tasks, resources and information required, and a proposed timeline to implement go-live in your processing environment.
- 1.4.2. Provide all documents and/or agreements Proposer requires in order to finalize award. Be aware that no additional documentation will be accepted after the solicitation closing.
- 1.4.3. Provide a detailed description of the transition process including any systems and data conversions, departmental communications, and training proposed.

1.5. Part V - Project Management Structure:

Provide a general explanation and chart which specifies the implementation, training and system maintenance teams' reporting responsibilities.

1.6. Part VI – Applicable Prior Experience:

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1999. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

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1.7. Part VII – Personnel:

1.7.1. Identify names and qualifications of key personnel who will be assigned to this project/account, including resumes. This information shall be provided in the following order:

- Name
- Title
- Company name and area of responsibility
- City and state of primary residence
- Years and/or months employed by Respondent
- Years and/or months of experience in the payment processing industry
- Direct material interest in the City of Austin account if any.

1.7.2. Provide the average rate of turnover for the firm.

1.8. Part VIII – Cost Proposal:

Complete the Cost Proposal Form – 0610. The Form must be submitted in 1) an electronic format (e.g., saved onto a CD ROM) as well as 2) a matching printed output signed on each page by an authorized agent. In the event that the electronic data file differs from the printed data submitted, the printed signed form will be used as the final form.

Unless otherwise instructed, format of the Cost Proposal Form should not be modified. In particular, columns are not to be added and rows should not be inserted.

Should a contract be awarded, only the itemized fee charges listed on the Cost Proposal Form will be acceptable on the monthly account statements, with the exception of services requested by the City after the contract award is made. Therefore, all fees should be clearly stated and labeled. Fees shall not be “netted” against revenue.

Proposers should be certain the completed Cost Proposal Form contains all of the fee charges that will appear on the account statements for the services required. Additional lines are provided on the Cost Proposal Form for this purpose. A reference in the proposal to an attached fee schedule or verbiage will not constitute inclusion on the Cost Proposal Form. Any inserted fee charges must be placed in the appropriate section of the Cost Proposal Form, and include a detailed definition and an estimated volume amount from information inferred from the provided estimated volume for similar items.

Fees inserted without corresponding definitions and estimated volumes will not be accepted. Additionally, the City reserves the right to edit or otherwise correct the estimated volume for fee charges that are inserted by the Proposer. If required, the City reserves the right to contact the Proposer to obtain clarification of the inserted fee category. Should the City believe it is necessary to edit or otherwise correct volumes, the Proposer’s total contract dollar amount may be changed accordingly.

1.9. Part IX - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

1.9.1. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

1.9.2. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror’s Offer is disqualified from further consideration except as permitted in the Ordinance.

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1.9.3. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

1.10. Part X - Proposal Acceptance Period:

All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

1.11. Part XI – Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

1.12. Part XII – Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

1.13. Part XIII – Local Business Presence:

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

2. EXCEPTIONS:

Clearly state exceptions to any portion, including but not limited to, Terms and Conditions in this RFP. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

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4. EVALUATION FACTORS AND AWARD

4.1. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 4.2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

4.2. Evaluation Factors

<ul style="list-style-type: none"> • Business Organization and Financial Viability - Review of Parts I and II of responses. 10 Points

<ul style="list-style-type: none"> • Merchant Processing Service Program - Review of Parts III and IV of responses, including: 25 Points <ul style="list-style-type: none"> - Degree of adherence to the requirements identified in the Scope of Work - Program detail - Chargeback process - Proposed reporting - Implementation schedule
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<ul style="list-style-type: none"> • Project Management and Personnel - Review of Parts V and VII of responses, including: 10 Points <ul style="list-style-type: none"> - Management structure - Applicable experience of personnel assigned - Turnover rate
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<ul style="list-style-type: none"> • Applicable Experience and Qualifications – Review of Part VI of responses, including: 10 Points <ul style="list-style-type: none"> - Years of experience providing required services - Governmental experience - Experience in the co-development of process solutions

<ul style="list-style-type: none"> • Cost Proposal 35 Points
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<ul style="list-style-type: none"> • Local Presence Maximum 10 Points <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Team's Local Business Presence</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points Awarded</u></th> </tr> </thead> <tbody> <tr> <td>Local business presence of 90% to 100%</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Local business presence of 75% to 89%</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Local business presence of 50% to 74%</td> <td style="text-align: right;">6</td> </tr> <tr> <td>Local business presence of 25% to 49%</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Local business presence of 1% to 24%</td> <td style="text-align: right;">2</td> </tr> <tr> <td>No local presence</td> <td style="text-align: right;">0</td> </tr> </tbody> </table>	<u>Team's Local Business Presence</u>	<u>Points Awarded</u>	Local business presence of 90% to 100%	10	Local business presence of 75% to 89%	8	Local business presence of 50% to 74%	6	Local business presence of 25% to 49%	4	Local business presence of 1% to 24%	2	No local presence	0
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No local presence	0													

4.3. Interviews/Product Demonstration (Optional) – Interviews and/or product demonstrations may be conducted at the discretion of the City. Maximum of 25 additional points.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature _____
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____	Date _____
Director/Deputy Director _____	Date _____