



Request for Proposal

for a

Merchant Services

Date issued: October 19, 2016

1. INTRODUCTION

1(A) City Information

The City of Enumclaw (the “City”) is located in South King County and is known as the gateway to Mount Rainier. The City has a population of approximately 11,500 and encompasses just over (4) square miles in King County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City’s has approximately 97 regular full-time employees and provides an array of services including police, water distribution, sewage collection and treatment, street construction and maintenance, natural gas services, solid waste and parks and recreational facilities including a pool and community center. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City’s address is 1339 Griffin Ave. Enumclaw, WA 98022

The City has nine (7) central departments: Administrative Services, Finance, Police; Public Works; Municipal Court; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Enumclaw, visit <http://www.cityofenumclaw.net>.

1(B) RFP Purpose/Summary

City of Enumclaw is seeking a relationship with a qualified and experienced organization to provide Merchant Services with an interface to Eden Financial System and Incode Utility Billing and Cashiering.

The City is seeking a vendor to enable its customers to electronically process all consumer credit card and debit card payments made across multiple payment environments, including through the Internet, Interactive Voice Response (IVR) systems, Point of Sale, and Bill presentment and payment.

To aid in the success of each deployment, the vendor will provide professional services for project management, systems integration and payment optimization and will work with the City's back office systems, specifically Eden, Incode Utility Billing and Cashiering, to provide an easy transition and implementation process.

The City of Enumclaw currently does over 6,500 credit card transactions annually.

1(C) RFP Cover Sheet

**CITY OF ENUMCLAW
Credit Card Payment System
Response Cover Sheet**

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Has your company operated at least one (1) year without interruption? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has an owner of your company been convicted of a crime within the past ten (10) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does any employee or official of the City have any financial or other interest in your firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate vendor from submittal):
If no describe differences: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there any claims pending against this insurance policy?
If yes, describe _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does your company maintain Professional Liability Insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has your company been in bankruptcy, reorganization or receivership in the last five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has your company been disqualified by any public agency from participation in public contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is your company licensed to do business in the State of Washington? | <input type="checkbox"/> | <input type="checkbox"/> |

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME(PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

ENUMCLAW BUSINESS LICENSE – To be obtained at award by the apparent successful vendor and at the vendor's expense. The successful vendor is responsible for compliance with Enumclaw business license requirements per EMC 5.02. Vendors may call 360-825-3593 for business license information.

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP Timeline

Day/Date	Description
Wednesday, October 26, 2016	Advertisement announcing RFP placed in Seattle Times and Tacoma News Tribune. RFP placed on City of Enumclaw website. RFPs available to vendors via email notification and access to website.
Wednesday, November 9, 2016 By 2:00 p.m.	All questions due on the Question Submittal Form shown in Section 6.
Monday, November 14, 2016	All pertinent questions posed by the above date on the required Question Submittal Form, Section 6, will be answered and posted as an addendum on the City website.
Friday, November 18, 2016 By 2:00 p.m.	RFP responses due to the Finance Department at City Hall located at 1339 Griffin Ave., Enumclaw, WA 98022. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

2(B) This section intentionally left blank

2(C) RFP Coordinator

Rocky Bilyeu	Accountant	<p>Physical Address: 1339 Griffin Ave Enumclaw, WA 98022</p> <p>Mailing Address: 1339 Griffin Ave Enumclaw, WA 98022</p> <p>Email address: Rbilyeu@ci.enumclaw.wa.us</p> <p>Any and all communication to the city relative to this requirement must be via email.</p>
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2(D) RFP Evaluation Criteria

An evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Enumclaw reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Enumclaw.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFP

questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

2(D)1 The ability, capacity and skill of the vendor to perform the contract or provide the service required.

2(D)2 The character, integrity, reputation, judgment, experience and efficiency of the vendor.

2(D)3 Whether the vendor can perform the contract within the time specified.

2(D)4 The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a vendor shall be deemed to be such a failure.

2(D)5 The previous and existing compliance by the vendor with laws relating to the contract or services.

2(D)6 Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.

2(D)7 The vendor is not qualified for the work or to the full extent of the RFP.

2(D)8 There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.

2(D)9 The vendor failed to settle bills for labor or materials on past or current public or private contracts.

2(D)10 The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.

2(D)11 The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.

2(D)12 More likely than not, the vendor will be unable, financially or otherwise, to perform the work.

2(D)13 At the time RFP award, the apparent successful vendor must obtain a City of Enumclaw business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.

2(D)14 Such other information as may be secured having a bearing on the decision to award the contract.

2(D)15 Any other reason deemed proper by the City.

2(E) Notices and Response Criteria

2(E)1 Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2(E)8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well -suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(E)11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Coordinator. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no

reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Bid Bond – A bid bond is not required.

2(E)16 Performance Bond -- A performance bond is not required.

2(E)17 Payment Bond – A payment bond is not required.

2(E)18 Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Enumclaw.

2(E)19 Terms of Payment

The City's terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to: City of Enumclaw, Accounts Payable, 1339 Griffin Ave, Enumclaw, WA 98022.

2(E)20 Title VI of the Civil Rights Act of 1964

The City of Enumclaw in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

3. SCOPE OF SERVICES

The following are requirements for the Hosted Credit Card Payment System that must be provided:

- Easily integrate data with the City's back office systems; Eden Financials, Incode Utility Billing and Cashiering System.
- Transactions deposited within 24 to 36 hours to the City's bank account.
- Must be PCI compliant at all levels.
- Single reporting system across all payment types and services.
- Department specific reporting supported through password controls to facilitate reconciliation.
- Online Automated Clearing House (ACH) returns and credit card chargeback reporting.
- Customize transaction-identifying data fields per e-commerce service to accommodate all the unique needs of each department including standard reporting and ad-hoc reporting.
- Access online payment management tools to enable the City to administer all e-payments such as voids, credits, adjustments, reporting, customer service and verifications in real-time.
- On-line status indicator of electronic payment services.
- Convenience fee and non-convenience fee support.
- Supports all major credit cards and branded debit cards.
- Transaction integrity checking reducing the risk of double payment.
- Once implemented the City can select or change processors, add or remove financial institutions without any loss of time or investment in prior implementation efforts.
- Separate monthly invoice for billing of any fees.
- Implementation and support of an Interactive Voice Response (IVR) banking system.

4. ADDITIONAL INFORMATION

Please provide your responses as indicated in the RFP Response Submittal checklist in Section 7.

4(A) General Questions

4(A)1. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

4(A)2. Provide the key contact name, title, address, telephone and fax numbers. Also identify the person(s) authorized to contractually bind the organization.

4(A)3. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

4(A)4. Please include reference names of three (3) former customers, if any, (title, email address and phone numbers) and the reasons for disengagement of your services.

4(A)5. Are you on either the Federal debar list or your home state debarred list?

4(B) This section intentionally left blank

4(C) Technical requirements

Credit/Debit Card Services: The Financial institution will provide the City with the ability to accept payment through the use of credit/debit cards. The City currently accepts MasterCard and Visa credit cards for most City services in person, on-line and for collection of recreation, business licenses, utility bills, permit fees and other services. This may expand for other types of collections as well. The City currently has three locations that accept credit cards, with the possibility of more locations in the future. The City will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges.

4(C)1. Please provide calculation for payments based on transactions of 5, 10, 25, 50 and 100 dollars. This should show how the City will be charged for a transaction.

4(C)2. Provide a funds availability schedule by card type. Is it negotiable?

4(C)3. What is the settlement deadline?

4(C)4. What daily and/or monthly reconciliation reports are available?

4(C)5 Do you offer recurring billing processing?

5. PRICING SCHEDULE

The pricing below MUST remain firm for ninety (90) days after award.

Pricing*						
Description	Visa		Mastercard		American Express	Discover
	Debit	Credit	Debit	Credit	Credit	Credit
Discount Rate (Unbundle Below)						
Authorization Network Fees						
Interchange Rate						
Processing Fees						
Other Fees included in bundle						
Transaction Fees						
Credit (Qualified) Percentage						
Mid Qualified Percentage						
Non Qualified Percentage						
Per Item						
Other Transaction Fees						
Other Fees						
Annual Fee						
Application Fees						
Batch Fees						
Cancellation Fee						
Chargeback Fee(each)						
Equipment Fee, Programming						
Equipment Fee, Replacement						
Equipment Warranty Program Fee						
Monthly Minimum Fee						
Monthly Statement Fees						
Non Sufficient Funds (each)						
Supplies						
Training Fees						
Voice Authorization Fee (Each)						
Other Fees Not Listed Above						
E-Check Conversation (ECC)						

*Proposed pricing shall not be bundled; if bundled fees are used, proposer must submit itemized costs for each charge.

Description	#Item	12 Mo Avg	Charge	Rate	Fees
Visa	4801	\$ 99,964			
Mastercard	806	\$ 16,810			
Discover Network	26	\$ 511			
Pin Debit	971	\$ 20,170			

Main Interchange category	Interchange level	Average Monthly Sales Volume	Other Fees	Interchange rate per transaction
Non-PIN Debit	VI - US Regulated	\$ 24,990		
Enhanced/Rewards	BI -Signature Preferred - Card Not Present	\$ 23,163		
Enhanced/Rewards	VI - Signature Preferred - Retail	\$ 15,005		
Emerging Market	VI - CPS Retail 2 (Emerging Market)	\$ 10,390		
Non-PIN Debit	MC - Reg Incent FRD adj POS (DB)	\$ 9,988		
Emerging Market	VI - CPS Retail 2 (Emerging Markets) Debit	\$ 6,643		
Downgrades	VI - Signature Preferred - Standard	\$ 6,108		
Non-PIN Debit	VI - US Regulated Comm (DB)	\$ 3,603		
Non-PIN Debit	VI - CPS Retail 2 (Emerging Markets) Debit Cap	\$ 2,366		
Downgrades	VI - Signature Business card-Card not Present	\$ 2,246		
	Total Monthly Transactions			
	Total 12 Month Not To Exceed			

Equipment

Use the average monthly transactions as a guide to provide a five-year equipment and supplies cost estimate. The city of Enumclaw is expecting that the proposer will quote all costs to install, maintain, and use the equipment. The city would like to use its current, equipment if possible. They are recently purchased First Data FD130Duo's. Please indicate if these will work with your system.

The agency is requesting the equipment be quoted in detail:

- Initial expenditure for the machines and software
- Any training, warranty, or extended warranty recommended or required
- Repair costs and coverage
- Upgrades anticipated
- Replacement cost of equipment
- Cost of any and all supplies associated with debit/credit card processing equipment

Year 1:	\$
Year 2:	\$
Year 3:	\$
Year 4:	\$
Year 5:	\$
Total Cost Not To Exceed:	\$ _____

6. QUESTION SUBMITTAL FORM

Questions regarding this RFP must be submitted in writing, in MS Word format on the form provided in this Section 6 (below) and returned via: email to the RFP Coordinator listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have more than one question.

Answers to all pertinent questions from all Vendors will be returned to all RFP participants without identifying the Vendor making the inquiry.

START BELOW HERE --- use "CUT" and then "PASTE" to another MS Word document

HOSTED CREDIT CARD PAYMENT SYSTEM RFP#2536	RFP Questions Form
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RFP Section and Paragraph:		RFP Page Number:	
Submitted By:		Date Submitted:	
Email:		Phone:	
Company Name:			

Question:

All vendors are required to direct their questions to the RFP Coordinator listed in Section 2(C). Only one question per form is permitted.

7. RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format:

1. Vendor shall create one original response (**labeled “original”**) with original signature (See Tab 1) and **two (2) identical copies** (for a **total of three (3)** responses).
2. The **original and each of the two (2) identical copies** shall be submitted in its own three-ring binder of sufficient size to contain the response.
3. The **original and each of the two (2) three-ring binders** shall be sent to the Purchasing Coordinator at the address shown in Section 2C, on or before the due date shown in Section 2A and in a box of sufficient size to hold all the responses.
4. In addition to the copies specified above the Vendor **MUST** include a CD of the entire response which shall be placed inside the front cover of the original response.
5. The RFP name must be shown on the lower left-hand corner of the box.
6. The **original and each of the two (2) copies** shall be indexed with tabs as follows:

Tab #	Section	Description
1	1C	RFP Cover Sheet
2	4A	Answers to General Questions
3	4C	Answers to Technical Questions
4	5	Pricing Schedules (Section 5)

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.