



CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall Room 17
745 Main Street
Niagara Falls, NY 14302-0069

Telephone: 716-286-4371
 Fax: 716-286-4337

The City of Niagara Falls is soliciting Request for Proposals for the following services. Sealed proposals will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

Time

Date

11:00 A.M.

September 15, 2014

**FOR: Credit Card and Online Receipt of Payment Processing System for the City of
 Niagara Falls, NY**

Proposals shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
 DIVISION OF PURCHASING, City Hall Room 17
 745 Main Street
 PO Box 69
 Niagara falls, NY 14302-0069

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at www.niagarafallsusa.org (Purchasing link from the "Departments" tab). Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy

Proposals received after the date and time designated for openings will not be considered. Facsimile or electronically mailed proposals are not acceptable and will be rejected.

The envelope containing the proposal must be sealed and clearly marked with the proposal number, company name and address. Failure to do this may necessitate the premature opening of the proposal which may compromise its confidentiality.

Any and all proposals and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this proposal.

INVITATION FOR PROPOSAL

Sealed proposals will be received by the City Purchasing Division at City Hall, Room 17, 745 Main Street, Niagara Falls, New York, 14302 no later than September 15, 2014 at 11:00 A.M. for a Credit Card and Online Receipt of Payment Processing System for the City of Niagara Falls, New York.

The attached terms and conditions are the framework by which all proposals must be based.

TERMS AND CONDITIONS

Intent

It is the intent of the City of Niagara Falls, New York to contract for electronic processing of payments to the City. The City is desirous of contracting with a firm that has experience and expertise in the field of processing the receipt of payment using a credit or debit cards and online payments.

Submission of Proposals

An original and four (4) copies of all proposal documents shall be sealed and submitted to:

**City of Niagara Falls Purchasing Division
City Hall, Room 17
745 Main Street
Niagara Falls, NY 14301**

Evaluation Process

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the City. All proposals will be examined. Proposals that do not conform to the instructions contained in this document or do not address all questions and/or requirements as specified may be eliminated from consideration. However, the City reserves the right to accept such a proposal if it is determined to be in the City's best interest.

The award of the contract shall be made to the vendor whose proposal best meets the goals and objectives of the City as set forth in the Request for Proposals. Evaluation criteria shall include services, pricing, experience and other factors set forth in the Request. The City reserves the right to reject any and all proposals as a whole or in part.

Questions

Any questions regarding the RFP process should be directed to:

City of Niagara Falls Purchasing Division
City Hall Room 17
745 Main Street
Niagara Falls, NY 14301
Phone: (716) 286-4371

Proposal Format

Each proposal shall contain the following in the specified order:

Transmittal Letter
Introduction and Summary
Description of Services
Exceptions (if necessary)
Pricing
Terms and Conditions
Vendor Information
References

All proposals must be typed on standard 8 ½" x 11" paper.

The completed proposal shall be sealed for delivery to the City per instructions above. All documents included in the proposal and outside of the envelope must be labeled with the vendor's name and the title of the request for proposals.

Transmittal Letter

Responses shall contain a transmittal letter that must be typed on the Vendor's 8 ½" x 11" stationary and include the following:

- The identification of the vendor submitting the proposal.
- The name, title, phone number, fax number and email address (if available) of the person or persons authorized to contractually obligate the vendor with this proposal and in future negotiations.
- The names, titles, phone numbers and email addresses of the persons to be contacted for clarifications.
- An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
- An acknowledgment of receipt of all amendments to this request.

The letter must be signed by a person who is authorized to obligate the vendor in a contract offer.

Introduction and Summary

Each proposal shall include a general overview of the vendor's planned solution.

Description of Services

The proposal shall include a detailed functional description of the services to be provided and how these services are to be delivered.

Exceptions

Unless explicitly stated in the proposal, The City shall assume that all proposals are in full compliance with all specifications, without exception.

All items in the proposal that are not in full compliance or that vary from any of the specifications shall be clearly defined as exception. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the proposals.

The City reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the City.

Pricing

Pricing is to be in the form of per transaction, per transaction if convenience fee to customer, all set up costs, annual maintenance, and any other costs related to operation. Please include all possible costs that may be incurred by the City.

Terms and Conditions

To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be clearly identified, and placed in a sealed envelope clearly marked "Confidential Data." It shall be submitted with the proposal and shall be readily separated from the proposal. Any request to keep the entire proposal confidential cannot be honored. Pricing becomes public information at the time of the opening.

All proposals are open to negotiation until a contract is executed. The City shall not be liable for any costs incurred by the vendor in preparing a response to this solicitation. Vendors will submit proposals at their own risk and expense. The City makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the City.

No award or acquisition can be made until authorized officials of the City approve such action.

The City will not be obligated to the vendor for products or services until authorized City officials have a signed contract and/or issued a purchase order.

The City does not make payment upon signing of a contract or issuance of a purchase order. Payment is only made after receipt and acceptance of goods and/or services. Partial payment arrangements may be made but final payment will not be made until completion of all aspects of the contract resulting from this request for proposal.

This Solicitation in no way obligates the City to the eventual rental, lease, or purchase, etc. of any product or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

Vendor Information

The successful vendor must be a reputable, established and financially stable provider of the goods and/or service requested. The City requires assurance that the vendor has a high probability of remaining in business during the term of the contract resulting from this request.

References

A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Other pertinent references may be given at the vendor's discretion.

Indemnification and Hold Harmless Clause

Any contract, prior to signature, must include a clause/section wherein "*defense, indemnity and hold harmless*" provisions in form and content reviewed and approved by the City Attorney are included in protecting the City's interest. Such clause acceptable to the City of Niagara Falls would be the following: "The Contractor agrees to defend and indemnify the City of Niagara Falls, New York, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor, or its sub-contractor, under this contract; provided, however, that Contractor shall not be required to indemnify the City with respect to such risks to the extent caused by the negligence or intentional misconduct of the City or the City's contractors, over whom Contractor has no authority or control."

The Contractor by agreeing to defend the City of Niagara Falls as set forth above, agrees that if the City of Niagara Falls receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services, then this contractor agrees to pay all attorney fees and expenses of attorney, that shall be the choice of the City of Niagara Falls.

Insurance and Certificate Requirements

Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the City's interest and/or as evidence of compliance with New York State law.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the City of Niagara Falls, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion," insurance in the kinds and amounts as outlined in the attached "Instructions for City of Niagara Falls Standard Insurance Certificate."

Scope

The City of Niagara Falls, New York requests proposals from qualified financial institutions to provide a Credit Card and Online Receipt of Payment Processing System for Government. The primary objective is to secure receipts and collection of funds in a timely manner, while providing a convenient option for payment to customers. The system must include an option for charging a convenience fee to the customer for compliance with requirements relating to government and the collection of taxes and fees.

The City expects to use a phased in approach to this process. The selected provider will work with the City to develop and implement a program with process and management efficiencies. Respondent should describe the capabilities of meeting these expectations with their proposal.

Contract Period

The contract resulting from this request for proposals shall be for three (3) one-year periods with an option to extend for two (2) additional one-year periods. The City may terminate the contract upon thirty (30) day written notice to the vendor

Mandatory Requirements

Vendors responding to the RFP should submit proposals that provide discussions addressing the following items:

1. **Payment Options:** City of Niagara Falls, New York requires the system to provide for the processing of online, over the phone, and Point of Sale (POS) transactions.
2. **Type of Card:** Vendors should identify in their proposals what type of card will be accepted for transactions. The City of Niagara Falls, New York requires credit and debit card processing, as well as the acceptance of major credit cards (Visa, MasterCard, American Express etc.). Please discuss the differences between processing a credit card transaction and processing a debit card transaction.
3. **Fees:** Vendors should disclose any fees that City of Niagara Falls, New York would incur from the program being proposed, a thorough description of the fee structure, and indicate if volume or dollar amount of transactions impact the fees. Also identify all fees and costs associated with initial setup, hardware and maintenance.

The City requires the ability to assess a "convenience fee" to the customer for transaction processing. Discuss the possibility to accept payments which deduct the vendor processing fee from the payment to the City.

4. **Billing:** Vendors should describe in detail their billing plan. Discuss all options including convenience fee, net of transaction, or summary at the close of the month independent from individual transaction level.
5. **Receipt of Funds:** Vendors should provide a timeline from the POS transaction to the credit to the City bank account along with a discussion on any issues related to collection of funds by the City. Please provide options for credits to multiple bank accounts of the City.

Mandatory Requirements (continued)

6. **System Interface Options:** The City financial software is New World Systems, and tax collection software is New World System. Vendors should provide file import and export options and specifications. Please discuss experience with either of the City systems, as well as ability to upload the City's chart of accounts to the processing system.

7. **Multiple Locations:** The Vendor should discuss options for processing of transactions at multiple locations, and the ability to identify the transaction by location or department in which it was processed. Indicate the system options available to segregate multiple transactions from the same location based on an internal code. For example, a department may process various types of transactions which require independent revenue classifications. Please describe how the processing system will provide detail to account for each transaction appropriately.

8. **Reporting:** All reports are required to have multiple sort options. Please provide a listing of all data fields provided on delivered reports. If custom reports are required, describe the process to accommodate reporting requirements including cost to the City. All monthly reports will be sent to the City Controller. Reporting which is location specific will be sent to both the City Controller and the City Department assigned to the transaction location.

9. **Security:** Vendors should detail security measures in place to protect cardholder information. Discuss the role of system administrator for both the City and the Vendor.

10. **Disputes/Reversals:** Vendor should describe how disputes are handled and how and when the City's account is impacted. The Vendor should also discuss the process for reversing a transaction to credit a customer's account as well as explain the timing and impact of a denied transaction.

11. **Experience:** Vendors should include in their proposals a discussion on their experience with credit card processing systems and provide references of other municipal or government accounts that have a comparable size, preferably within New York State, and include contact names and telephone numbers.

Training & Implementation

Please provide an overview of all training required to implement the system as well as any recommended or required ongoing training. Describe who will provide the training to the City.

**INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

Construction and Maintenance
Purchase of, or lease of merchandise or equipment
Professional Services
Property Leased to others or Use of Facilities or grounds
Concessionaire Services
Livery Services
All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.

Revised 05-03-2012