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DISTRICT 2, VICE MAYOR

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DISTRICT 3

PATTY MAHANY
DISTRICT 4

CITY MANAGER
NATHAN N. BONAPARTE, JR.

PURCHASING MANAGER
F. WILLIAM SMITH

PURCHASING DIVISION
REQUEST FOR PROPOSALS
Date Issued: November 21, 2011

SOLICITATION NUMBER: RFP 11/12-03

MERCHANT SERVICES

OPENING DATE AND TIME: December 20, 2011 at 2:00 p.m.

The City of Sanford, Florida hereby requests sealed proposals to from firms to compete in the process to select a qualified contractor to provide Merchant Services for credit card processing services for City.

At the indicated date and time for opening, or shortly thereafter only the names of the Responding Firms will be publically released.

Submission documents, including specifications, terms, conditions, general instructions, etc. are now available and may be obtained by:

Downloading at City of Sanford's web site: www.sanfordfl.gov/purchasing

Submissions delivered after the date and time indicated above will be returned unopened to the sender. Submissions not enclosed in a sealed envelope will be rejected.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Office ADA Coordinator at (407) 330-5626 forty-eight (48) hours in advance of the meeting.

PLEASE NOTE: Submission Documents, addenda issued, short lists, and subsequent awards, if any, may be found on the City of Sanford's web site (www.sanfordfl.gov/purchasing) select Sanford Bid Information.

Respectfully,

F. William Smith, Purchasing Agent

GENERAL INSTRUCTIONS - RFP

INTRODUCTION: The City of Sanford hereby invites qualified Providers to submit sealed proposals to provide merchant services for credit card processing services City-wide. This Request for Proposal (RFP) details the City's goals and the services required.

Through this contract the City intends to obtain the highest level of service for each of its departments/divisions regardless of their size or location, to minimize costs and to improve operational efficiencies. The City is interested in utilizing the best current and forward looking technology.

This RFP identifies current and required services for each of the locations detailing transaction history over the past twelve months. It specifies all required qualifications for processors, stipulates service requirements, details historical transaction activity at all locations, establishes contract standard provisions to be incorporated in the contract, and provides all submission instructions. The RFP also provides for the Proposer to add other alternatives and ideas which will fulfill the objectives of the City.

The City reserves the following rights:

- A. To reject any and all proposals either in part or in their entirety, to waive informalities, and to effect an award or to make no award as deemed to be in the best interests of the City.
- B. To negotiate with each firm included in the designated "short list" of firms which submitted a response to this request. The intent of the negotiations will be to establish a contract which is in the best interests of the City.
- C. To declare any Proposer ineligible or to "break-off negotiations at any time during the process where developments arise which adversely affect the Proposers responsibility or if an impasse is reached in which additional discussions are considered or expected to be unproductive.
- D. To conduct any investigation and consider any evidence relevant to the qualifications and capabilities of the bidder to perform the work contemplated. The investigation may include, but is not limited to, a detailed review of references, current and previous entities for whom similar work has been performed, an inspection of the proposer's equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the proposer.

NOTE: To ensure that your submission is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submitting your response. **Please note that failure to provide the requested information in the form and format requested may render your submission non-responsive**

QUESTIONS: Any Bidder/Proposer who is in doubt as to the true meaning of any part of the Solicitation Documents, or finds a discrepancy or omission therein, are directed to contact F. William Smith, Purchasing Manager for an interpretation or correction. Said interpretation or correction shall be provided to all plan-holders as an addendum to the request. **Only interpretation, instructions or correction(s) provided, in writing, by the Purchasing Manager will be binding.** No other source is authorized to give information concerning, explaining and/or interpreting this Invitation or Request.

Note: An RFI Form is attached for the purpose of submitting questions. The use of the RFI is the process to be used for submitting questions.

1. **PREPARATION OF PROPOSALS**

- A. Proposers are expected to examine this solicitation in its entirety. Failure to examine all documents provided with this document will be at the Proposer's risk. Proposers are responsible to make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this solicitation. No plea of ignorance or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this request and subsequent negotiations agreement(s) or order(s) as may be agreed by the City and the bidder, proposer, contractor. Any exceptions or deviations from the submission documents in the light of a negotiated contract or purchase order may be resolved against the bidder/proposer/contractor.

- B. All prices and negotiations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation. All bids/quotations/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

- A. Each Bidder/Proposer shall furnish the information required. Proposals must be submitted using the form(s) provided or as instructed and shall include all attachments indicated. Failure to include the required forms, correctly completed, may disqualify the submission.
 - (1) Do not return the entire solicitation package. Only the documents and forms so indicated with attachments as appropriate are to be returned to the City as an official submission.

- E. All costs associated with preparation and submission of the proposal(s) and any other information shall be borne entirely by the proposer(s).

2. **CITY MERCHANT SERVICES CURRENT INFORMATION**

The City uses merchant services for various types of payments. Utility payments are a major source of credit card use but other uses range widely and include:

- Sports and recreation
- Building permits
- Occupational licenses
- Other general fees

Detail available from the current processing provider is shown in **Attachment A** for the last six month period organized by terminal location. The City accepts VISA, MasterCard, and American Express credit cards as well as debit cards and accept the cards online as well as a PIN and PINLESS basis.

3. **USE OF TRADE NAMES**

Specifications used are intended to be open and non-restrictive. Except where indicated, "NO SUBSTITUTES," any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality and features. When no reference or change is made on a submission, it is understood that the specific brand item named shall be furnished. Complete reference must be clearly stated to indicate exactly what is being offered or proposed.

4. **PERFORMANCE:** Time is of the essence

- A. In the delivery of response to this solicitation and any other information or documentation as may be requested by the City of Sanford in the evaluation and/or award process.
- B. In the performance of the contract, and failure to perform in accordance with the delivery deadline(s) set forth in the specifications or any other contract document shall constitute default. Unless a written extension is obtained from the City prior to the delivery deadline(s), there shall be no excuse for untimely performance. The granting and duration of extensions shall be subject to the exclusive discretion of the City.
- C. Normal working hours of the City of Sanford is Monday through Friday, except for holidays, 8:00 a.m. to 5:00 p.m.

5. **WITHDRAWAL OF PROPOSAL(S)**

Bids cannot be altered or withdrawn until sixty (60) days after the stipulated opening date and time.

6. **TAX EXEMPT INFORMATION**

The City is exempt from state and local sales tax. The City of Sanford, Florida, has the following tax exemption certificates assigned:

- A. Certificate of Registry #59-6000425 for tax-free transactions under Chapter 32, Internal Revenue Codes.

B. Florida Sales & Use Tax Exemption Certificate Number 85-8012621681C-8

7. SUBMISSION OF PROPOSAL(S)

Proposals and modifications thereof shall be enclosed in sealed envelopes, with the required forms, addressed to the office specified. Proposals received after the stated time and date will be returned to the sender unopened. Facsimile or Telegraphic submissions will not be accepted.

8. RESERVED

9. PATENT INDEMNIFICATION

Except as otherwise provided, the Contractor agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters of patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

10. DISCOUNTS

Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of Bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.

11. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this Solicitation, Proposer certifies, and in the case of a Joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this Proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder, Proposer or with any Competitor.

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any Competitor; and

B. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit a Proposal for purpose of restricting competition.

C. Proposer warrants the prices set forth herein do not exceed the prices charged by the Proposer under a Contract with the State of Florida Purchasing Division.

12. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsive and responsible Offeror whose Proposal, after Negotiations are completed, will be most advantageous to the City. The City anticipates signing a contract for two years. The City reserves the right to extend the contract for additional one year terms if pricing, terms and conditions remain unchanged.

It is the intent of the City that the processor awarded the contract will execute one contract with the City encompassing all locations. Through this contract the City intends to obtain stream-lined, end-to-end processing to minimize costs and operational burdens while improving operational efficiency. The contract will fully incorporate the terms and conditions of this RFP, proposal submitted in response to it and subsequent negotiations.

13. EXTENSION

The City reserves the option of extending the time period of the Contract(s) resulting from this Solicitation, including all pricing, terms and conditions of the Original Agreement for additional one (1) year increments.

14. RESPONSE TABULATION

A copy of the solicitation report(s) will be posted on the City's WEB page: www.sanfordfl.gov. Solicitation response reports will **not** be available via telephone, fax or email.

15. PAYMENT

No payment will be made for materials and/or services delivered or provided without Purchase Order Authorization.

16. FREIGHT AND SHIPPING CHARGES

Freight or any charges associated with the delivery of product or service is to be included in the submitted prices and not listed as a separate item. All items shall be stated as F.O.B. Sanford.

17. PUBLIC ENTITY CRIMES

In accordance with paragraph (2) (a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

18. JOINT UTILIZATION

The successful Bidder(s) may, at her/his/their option, convey the same Contract Pricing to other Public Entities under the same terms and conditions of the

Contract(s) arising from this Solicitation, thereby allowing interested Public Entities to piggyback said Contract(s).

19. DRUG-FREE WORKPLACE

If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place [DFW] (see Drug-Free Work Place Form following the Bid Form). Whenever two (2) or more submittals are equal with respect to price, quality, and service are received by the CITY for procurement of commodities or contractual services, a submittal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

20. SUMMARY OF LITIGATION

Provide a **summary of any litigation, claim(s), or contract dispute(s)** filed by or against the Proposer in the past five (5) years which is related to the services that Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved (see attached Disputes Disclosure Form).

21. CONFLICT OF INTEREST STATEMENT

See the attached Conflict of Interest Statement Form.

22. NONDISCRIMINATION STATEMENT

The City of Sanford being committed to assuring equal opportunity in the award of contracts and business complies with all laws at the federal, state and local level which prohibit discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

23. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to The City of Sanford, Florida all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida, relating to the particular goods or services purchased or acquired by the City of Sanford, Florida under said contract.

24. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

25. ETHICS IN PUBLIC CONTRACTING:

Bidders/Offerors) certify that their submission(s) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements in connection with their (bid/proposal), and that they have not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

26. CHANGES AND ADDENDA

Each Addendum shall be acknowledged in the Submission Form; failure to do so may subject the Proposer to disqualification. It shall be the Proposer's responsibility to ensure that he/she has received all Addenda prior to bid. It is noted that all addenda shall be posted on DemandStar.

27. CONTRACTOR QUALIFICATIONS: The City reserves the right to reject bids based on the City's determination that the Proposer does not have the ability to perform the service in comparison to other proposers. It is noted that the City reserves the right to base or adjust the award in the context of the best qualified Proposer based upon evaluation criteria set forth herein.

A. Must be knowledgeable and experienced with the subject type of project and have sufficient resources, as determined by the City, to perform; have a sufficient number employees to effectively and efficiently to maintain performance; have the financial resources to perform and otherwise comply with the requirements set forth herein.

28. CITY'S RIGHT TO DO WORK OR TO TERMINATE CONTRACT:

If the Contractor shall neglect to prosecute the work properly, or fail to perform any provision of this Contract, the City, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; provided, however, that the City shall approve both such action and the amount charged to the Contractor.

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or the instruction of the City's representative, or otherwise be guilty of a substantial violation of any provision of the Contract, the City, then upon the certificate of the City that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, shall terminate the contract and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City.

29. BONDS AND INSURANCE

All Bonds and insurance required to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided herein before and after.

- A. Contractor shall furnish all bonding and insurance coverage specified in the attached form(s), **Bonding and Insurance Requirements which must be met.**
- B. The Bonding and insurance required must be “in-place” before commencement of work.
- C. It is noted that when a bid bond is required, an offeror who provides a certified check in lieu of a bid bond shall provide a letter of intent from a bonding company as provided herein to provide required performance, payment and materials bonding.

30. INDEMNIFICATION:

By signing and submitting the bid/proposal form associated with this solicitation the BIDDER/OFFEROR if he/she receives a contract resulting to this solicitation he/she assures that as CONTRACTOR he/she will to the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, conduct, or misconduct of CONTRACTOR, its agents, servants, employees, or subcontractors. In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*. In claims against any person or entity indemnified under this section by an employee of CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CONTRACTOR or its agents or subcontractors, under Workers’ Compensation acts, disability benefits acts, or other employee benefit acts.

31. WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those

available to the City by any other clause of this solicitation. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the bid.

32. FAILURE TO ENFORCE

on the part of the City of Sanford to enforce or to notify shall in no way be construed or interpreted as a waiver of any of the City's rights and remedies.

33. CONTROLLING LAWS/VENUE/INTERPRETATION

This solicitation and any resulting agreement, purchase order or contract shall be governed by the laws of the State of Florida. Venue for any legal proceeding related to this procurement, including performance, shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This solicitation and any resulting agreement is the result of *bona fide* arms length solicitation and responses and, if needed, subsequent negotiations between the CITY and the BIDDER/CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this solicitation and any resulting agreement shall not be construed or interpreted more strictly against any one party than against any other party.

The Contractor shall comply with all federal, State of Florida, and local laws, regulations, codes, etc. and authority having jurisdiction over the procurement and performance thereof.

34. COORDINATION OF ACTIVITIES

Contractor shall coordinate all actions, activities, performance, etc. with the City Official designated to manage and oversee this project.

35. CONTRACTUAL AGREEMENT

This Request for Proposals shall be included and incorporated in the final contract or purchase order.

36. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Proposers who feel the specifications contained herein are proprietary or overly restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Request and prior to bid opening.

37. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and The City of Sanford for any terms and conditions not specifically stated in this Request.

38. SALES TAX RECOVERY

The City reserves the right to exercise an option resulting from the City's tax exempt status which reduces material costs by permitting the City to purchase supplies, materials and equipment included in construction or other contracts

directly from the manufacturer or supplier when it is in the City's best interests to do so.

A. The Offeror shall include the material pricing as usual with sales tax included. If this option is exercised, the amount of the tax and the material cost will be deducted from the contract as such purchases are made.

(1) It is noted that when this option is exercised, in order to maintain schedules, material compatibility, etc. the City will issue purchase orders to the suppliers established by the contractor in the context of this solicitation

39. PROTESTS

Protests, if any shall be filed in compliance and subject to City of Sanford, Purchasing Policy,

40. OPERATION OF EXISTING FACILITIES

It is the responsibility of the contractor to coordinate with the City's representative with regard to continuous operation of the facility(s) affected by the work.

41. TESTING AND INSPECTION

The City of Sanford reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

42. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Sanford.

43. RESPONSIBILITY OF THE PROPOSER

Proposers are required to be responsible. Failure to meet any of the responsibility requirements set forth herein or as consistent with standards of the profession or industry as deemed appropriate by the City may result in the Proposer being judged non-responsible.

A. Offerors must be properly licensed and certified by the State of Florida and the City of Sanford to perform the requirements of the contract is awarded to said offeror.

44. ENGLISH LANGUAGE

All companies doing business with the City of Sanford must do so in the English language and make submissions and all money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes the laws of the State of Florida shall prevail.

45. EVALUATION PROCESS

The factors included in the Evaluation Matrix below provide general information about the ranking of firms. It is noted that additional items may be considered in this process. Firms will be evaluated on the depth of their experience.

Experience must be shown and the submitter must be familiar with all related Federal, State, and local governmental codes, laws, regulations and requirements for the industry. The short-listing of firms shall be based on the ability of the Individual(s) or Committee providing the evaluation to differentiate qualifications applicable to the scope and nature of services required by this request.

	Evaluation Matrix	Max. Pts.
1.	Ability to provide services and reporting required	40
2.	Proposed service fees	40
3.	Customer service issues	10
4.	Experience, creditworthiness and stability of the firm	10

*It is noted that selection in the context of the evaluation matrix above may result in other than the lowest proposal being selected.

46. SELECTION PROCESS

The City will evaluate and rank proposals as provided herein. Two or more firms may be included and ranked on a “short-list” of firms. Firms included on the short-list may, at the discretion of the City, be required to make a presentation and/or participate in an interview process. After completion of the interviews and/or presentations, the rankings will be reconsidered and adjusted accordingly. Negotiations will be entered into with the Company ranked number 1. If an agreement is reached, the contract may be established at that point. If negotiations reach an impasse, negotiations are broken off and negotiations are entered into with company ranked number 2 and so forth. Once negotiations are broken off with a firm, the City may not reopen negotiations with that firm. It is noted that, all expenses, including travel expenses for presentations, interviews, incurred in the preparation of the proposals shall be borne by the proposer

47. TECHNICAL SPECIFICATIONS FOR REQUESTED LEASE PURCHASE:

- A. General Requirements: The proposal shall provide and demonstrate the qualifications, including history of the firm’s involvement in this type of service, relevant licensing, educational backgrounds of the firm in general. Proposals shall include names and resumes of the staff that will have primary responsibility to service this account. The substance of proposals will carry more weight than their form or manner of presentation. Also, proposals are to include a transmittal Letter, a one or two page summary stating the proposer’s understanding of the work to be done and making a positive commitment to perform the work within the time period required.
- B. Response to the items below, (1)-(9), shall be provided on plain white paper following the same order, format and numbering to enable tracking

the response precisely with the questions. These items shall be attached to the bid submission sheet.

****It is noted that brochures, and other printed material which does not follow this format and numbering will neither be accepted nor considered in lieu of using the specified structure for response to questions listed.**

C. Required Qualifications and Services of Firm

(1) Firm Stability and Background: The City requires a firm which is fiscally sound and able to provide the required services throughout the contract period. The City represents public funds and as such requires full transparency and disclosure on financial matters.

- i. Describe the firm and include the following: major lines of business; and name, number and location of divisions or operating units. Provide the firm's latest annual report or 10K and other relevant financial information as applicable.
- ii. Provide a brief history and background of the firm, including parent and/or subsidiary companies relating to the merchant card services. Describe your firm's organizational structure especially as it applies to service provision and customer service. Does the firm have any joint ventures in place for merchant services? Explain.
- iii. How long have you offered merchant card processing services? What is the firm's future strategy as it relates to merchant services?

(2) Firm Competitive Position and Future Commitment to Providing Services

- iv. What differentiates your firm and the service offered from that of other processors?
 - b. What major changes do you see occurring in merchant services in the next five years? What are your plans to help your customers move to new technologies? What approach is the firm taking in the development of new services?
 - c. Does the firm anticipate major changes in hardware in the next two years? If so, what changes should the City anticipate and how should it plan for those changes?

(3) References and Current Client Base

- a. Specify the category and number of customers for which you are currently providing card processing services.
- b. Provide the names, email addresses and phone numbers for four references, preferably those with similar structures like the

City and with comparable volumes and who are currently using your card processing services.

(4) Relationship Representatives

- a. List the names, titles, phone, location, and e-mail addresses and provide *brief* biographies of the relationship representatives and senior management that would be directly involved in and responsible for a contract with the City.

(5) Card Acceptance/Interface Processing

- a. Does the firm support all major payment types, debit cards, gift cards, corporate cards, and other emerging options? Does support vary for any of these?
- b. The City's current machines are VeriFone 3730 model 5100.
- c. Indicate if the hardware mentioned above is supported and if not describe the hardware necessary for acceptance of credit and debit cards (a) with card present and (b) card not present, (c) using an IVR application, (d) via internet, and (e) pin-based debit. What equipment are you recommending or requiring for the City? Does the firm provide the equipment on a lease or purchase basis? Do you offer an equipment maintenance plan? If so, what is the turnaround time and costs involved?
- d. Describe the process to add additional third party gateways.
- e. What supplies will be provided by your firm with a maintenance contract, if applicable?
- f. If not in original submission please also submit pricing and equipment costs necessary for the City to accept credit card payments by utility field employees via laptops. This would be a new service the City is looking to offer.

(6) Authorization Processing

- a. What are the procedures to reverse/recall an incorrect authorization? Describe how an after-authorization return would be handled.
- b. Describe any limitations on processing such as number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled? What limitations are set by batch? Daily processing? Are there any limitations on the number of files transmitted each day? Any limitations at all daily?
- c. Provide any authorization differences between various card types.

(7) General Processing

- a. Describe the settlement process workflow for all parties explaining any differences by card type.
- b. Provide a funds availability schedule by card type.
- c. What is the settlement transmission time frame for VISA, MasterCard, Discover, American Express, and Diners? Does this differ at any time? Include daily cut-off times. Will holidays affect the settlement process or timing?
- d. Do settlement times affect the System's processing/discount expense?
- e. What level of detail is available in regards to reporting for settlements?
- f. Define the chargeback cycle. Will the firm provide a designated contact person or a department to help the System manage chargeback's specifically?
- g. Are credit card chargebacks and debit adjustments netted from daily proceeds, or are they debited separately?
- h. What system is available to the merchant to enable retrieval of this information online?

(8) Customer Service

- a. Is customer service available 24/7? How is it provided (phone or email)? Are there any charges for technical or customer support services?
- b. Describe the promotional support you provide (e.g. signs, supplies, funds for specific purposes, advertising allowance). Is there any additional cost for this support?
- c. How will you help the City to reduce merchant services costs and manage downgrades?
- d. Describe the dispute process and procedures for both cardholders and merchants.
- e. What are the procedures to correct duplicate transactions? Does your system identify and eliminate duplicate transactions automatically? Describe process.
- f. Do you provide a guarantee against downtime in your service? Please describe.

(9) Pricing and Contracts

- a. Provide a price schedule for the services described in the RFP and any other unspecified costs required to provide the service on **Attachment B of the submission form**. Describe the firm's overall pricing structure.
- b. Please explain any restrictions that certain pricing programs may have and provide alternatives without restrictions. Such as convenience fee programs.
- c. Please provide both bundled and unbundled pricing as applicable and consider both fixed and variable rates for the processing fee of the firm.

- d. How and when is the customer notified of price adjustments?
What period will pricing in this proposal be guaranteed?
- e. Provide a copy of the anticipated applications and contract to be signed with the City.
- f. How is the City billed for the merchant fees?

SECTION 00410

PROPOSAL SUBMISSION FORM

PART 1 GENERAL

1.01 Description

The following Proposal, for (1) Merchant Services is hereby made to City of Sanford, Florida. This Proposal is submitted by (2)

(1) Name of Project as shown in the Solicitation

(2) Name, address, email address and telephone number of Proposer

1.02 The Undersigned:

A. Acknowledges receipt of:

1.	Addenda:	Number	_____	Dated	_____
		Number	_____	Dated	_____
		Number	_____	Dated	_____
		Number	_____	Dated	_____

B. Has examined the work and all Submission Documents and understands that in submitting his/her proposal, he/she waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Proposal open for 90 calendar days after the opening date.
2. To enter into negotiations and execute a contract with the City, if awarded on the basis of this Proposal and subsequent negotiations, and to furnish required forms and insurance certificates in accordance with the Request for Proposals.
3. To accomplish the work in accordance with the Contract Documents.

1.04 Miscellaneous Requirements and Affirmations

A. Proposals shall be on this Form and in compliance with the requirements listed herein before and after.

1.05 RESPECTFULLY SUBMITTED, signed and sealed this _____ day of _____, _____.

Contractor

By (Signature) Date

Printed Name and Title

Business Address

City State Zip Code

(CORPORATE SEAL)

Telephone No. Facsimile No.

Email Address

ATTEST:

By (Signature) Date

Printed Name and Title

Attachment B
 Schedule of Proposed Fees

As part of your response, provide a complete schedule of the fees to be applied to merchant services in response to the RFP. All fees required to provide the service must be provided. Alternative formats to provide those fees are acceptable as long as all fees are defined and categorized for analysis purposes. The format below and on the second worksheet should be utilized-but extended as necessary - if possible to facilitate evaluation.

Description	Proposed Fee	Notes as applicable
Processor Levied Fees		
Minimum Monthly Discount Fee/Minimum Account Billing		Levied by:
Credit Card Transaction Fee		
Assessment Fees		
Debit Card Transaction Fee (with PIN) <i>online debt</i>		
Debit Card Transaction Fee (with PIN) <i>offline debt</i>		
Debit Card Network Fee		
Proprietary Card Transactions		
Discount Rate - Qualified		
Discount Rate - Non-Qualified		
ACH Fees		
Per Authorization Fee		
Voice and VRU Authorization		
Dial Up		
Leased Line		
ISDN		
Wireless		
Processing of AmEx and Discover		
Processing of Diners Club Cards		
Address Verification		
Chargebacks		
Statement Fee		
Application Fees		
Daily Close-out Fee		
Non Qualified Surcharges		
Pass-through Fees		
Interchange Fees		Levied by: Card Associations and Networks
based on type of capture and merchant category code		
Assessment Fees		
Visa per transaction		
Mastercard per transaction		
Access fee per transaction		
Visa per transaction		
Discover and Diner's		
Switch Fees (PIN debit cards)		
Common Payment Service Fees		
Transaction Fees		Levied by:
American Express Fees		
Discount rate - AmEx cards		Levied by:
Discount rate - Prepaid cards		
Split transaction fee		
Discover Fees		
Discount rate		Levied by:
Discount rate - Prepaid Cards		

Attachment B
 Schedule of Proposed Fees

<u>Description</u>	<u>Proposed Fee</u>	<u>Notes as applicable</u>
Online Reporting Fees		
By reporting firm/service:		
Online Reporting		
Terminal and PC Services (Specify Equipment Manufacturer and Model)		
Equipment Fees (POS Terminals)		Levied by:
Terminals		
Lease/Purchase		
Printers		
Lease/Purchase		
Pin pads		
Lease/Purchase		
Software		
Reprogramming of System Owned Equipment		
Account Opening and Maintenance Services		
Set-up Installation Fees		Levied by:
On-site Implementation Fee		
Bank Set-up Fee		
Program Maintenance		
Reporting Maintenance		
Interface software fees by product		
Interim account opening fees		
Maintenance and Prior Day reporting		
Maintenance and Same Day reporting		
Reprogramming Services		
Technical Support		
Supplies		
Shipping Expenses for Supplies		
Consulting Services		
Training		
On-site training		Levied by:
Telephone Training		
Phone RE-Training		
Additional On-going training		
Other:		
		Levied by:

Disputes Disclosure Form 435-1

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? _____ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

Firm

Authorized Signature

Date

Printed or Typed Name and Title

Drug-Free Work Place 435-2

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm

Authorized Signature

Date

Printed or Typed Name and Title

Florida Statutes On Public Entity Crimes 435-3

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Sanford
by _____ on behalf of _____
whose business address is: _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any

affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

State of Florida
County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or
___ Produced identification:

(Type of Identification Produced)

___ DID take an oath, or
___ DID NOT take an oath.

Certification of Non-Segregated Facilities 435-4

By affixing his signature to this form, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

By: _____

Print Name

Title

Official Address:

Non-collusion Affidavit of Offeror/Bidder 435-6

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sanford or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

Signature of Affiant	Date
Typed or Printed Name of Affiant	Title

State of Florida, County of _____ On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)
___ Personally known to me, or ___ Produced identification
(Type of Identification Produced)_____
___ DID take an oath, or ___ DID NOT take an oath

Offeror's Qualification Statement, 00435-10

SUBMITTED BY: NAME: _____

CHECK ONE: Individual Partnership Corporation Other

1. State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name, Address and Ownership Units of all Partners: _____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Information attached: Yes NA

6. How many years has your organization been in business under its present business name? _____

a. Under what other former names has your organization operated? _____

7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

9. State the names, telephone numbers and last known addresses of three (4) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided on similar projects within the last five years (government owners are preferred as references). It is noted that the experience claimed here must be associated with the company named above. Additional or other relevant experience may be included on a separate sheet provided by the offeror. The City of Sanford reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the offer and the Offeror being considered for an award.

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Offeror:

14. State the name of the Surety Company which will be providing the bond, and name and address of agent:

15. Bank References:

(bank)	(address)
(bank)	(address)
(bank)	(address)

THE INFORMATION INDICATED IN ITEM 16 IS NOT REQUESTED AT THIS TIME, HOWEVER, THE CITY RESERVES THE RIGHT TO REQUEST THIS INFORMATION.

16. Attach a financial statement including Offeror's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
- b. Net Fixed Assets
- c. Other Assets
- d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
- f. State the name of the firm preparing the financial statement and date thereof:
- g. This financial statement must be for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary). Please note, that the City of Sanford reserves the right to reject financial statement(s) submitted by other than the organization named on page one.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature of Affiant Date

Typed or Printed Name of Affiant

Title

State of Florida, County of _____. On this _____ day of _____, _____,
before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____

(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they
executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or ___ Produced identification: _____
(Type of Identification Produced)

___ DID take an oath, or ___ DID NOT take an oath.