



CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

REQUEST FOR PROPOSAL FOR

CREDIT CARD PROCESSING

AND MERCHANT SERVICES

RFP # 19-009

CLOSING DATE:

THURSDAY, APRIL 18, 2019

1:30 PM (CST)

NOTE: ALL SUPPLEMENTAL DOCUMENTATION IS POSTED TO THE CITY'S WEBSITE AT WWW.CITYOFCARROLLTON.COM/PURCHASING, THEN CLICK ON "CURRENT BIDS"

TABLE OF CONTENTS

Notice to Bidders	3
Proposal of Bidders	4
Timeline	7
General Conditions	8
Purpose and Background	19
Eligibility.....	20
Scope of Services and Requirements.....	21
Proposal	28
Selection Process	32
Exhibit A – Pricing Sheet.....	33
Exhibit B – Questionnaire.....	33
Attachment A – MID Summary Information and Equipment.....	34
Attachment B – Historical Monthly Credit Card Information.....	35
Attachment C – Certifications and Affidavits.....	36
Attachment D - Non-Collusion Affidavit	37
Attachment E - Insurance Requirement Affidavit	38
Attachment F - Reference	39
Attachment G - Conflict of Interest Questionnaire	40
Attachment H - Certificate of Interested Parties	43

NOTICE TO BIDDERS

The terms “bid” and “RFP” used in this document have the same meaning.

Sealed Request for Proposal’s will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email providing a digital signature is included**, until the hour of **1:30 (CST) on the 18th day of April 2019**; at which time proposals duly delivered and submitted will be considered for supplying the following:

**RFP FOR CREDIT CARD PROCESSING AND MERCHANT SERVICES
RFP # 19-009**

Any proposals received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Manager before the advertised date and hour for opening of proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened.

Information concerning the proposal specifications may be obtained by emailing treasuryrfp@cityofcarrollton.com. *Please do not send your RFP response to this email address.*

Information on the bid/proposal process/procedures may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Carrollton Municipal Building is wheelchair accessible. For accommodations needed for bid openings, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

Publication Dates: Sunday, March 24, 2019 & Sunday, March 31, 2019

Closing Date: Thursday, April 18, 2019 @ 1:30 (CST)

PROPOSAL OF BIDDERS

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, Contractor shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

Page 2 of 3

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.

SIGNATURE: _____

PROPOSAL OF BIDDERS

Page 3 of 3

**RFP# 19-009
REQUEST FOR PROPOSAL FOR
CREDIT CARD PROCESSING
AND MERCHANT SERVICES**

Respectfully Submitted,

**PLEASE PROVIDE A COPY OF
YOUR W-9**

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON

MAILING ADDRESS CITY STATE ZIP

PAYMENT ADDRESS CITY STATE ZIP

PHONE NUMBER FAX NUMBER

E-MAIL ADDRESS WEB PAGE

HUB Vendor Status **YES (attach certification)** **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who’s company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO PROPOSAL RESPONSE: If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO PROPOSAL RESPONSE may be faxed to: 972-389-9557 _____

TIMELINE

RFP# 19-009 Credit Card Processing and Merchant Services

Advertise	Sunday, March 24, 2019 Sunday, March 31, 2019
RFP Release/Available on website	Friday, March 22, 2019
Deadline for Questions	Thursday, April 4, 2019 @ 1:00 PM Email to treasuryrfp@cityofcarrollton.com
Deadline for Response to Questions	Monday, April 8, 2019 @ 4:00 PM
Deadline for Proposals	Thursday, April 18, 2019 @ 1:30 (CST)
Proposal Analysis	TBD*
Interviews with Finalists (If applicable)	TBD*
Contract Negotiation	TBD*
City Council Authorization	TBD*
Expected Start of Implementation	TBD*
Implementation Completion	TBD*

NOTE: The City may delay scheduled due dates if it is to the advantage of the City to do so.*

GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under an award without the written consent of the City’s Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, and to re-advertise for new request for proposals, or proposed to do the work otherwise in the best interests of the City.

Proposals will be rated based on the following criteria:

- **Company Profile 10%**
(Sections II.I to II.3)
- **Customer Support 20%**
(to include conversations, staff training and ongoing support) (Sections II.4 to II.5)
- **Technical Response 40%**
(Section III, IV), Questionnaire & Implementation Plan
- **Price 30%**
(cost of services to include start up, training, server hosting, maintenance and annual fees. Section V)

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted via email provided *a digital signature is provided*, in person, or by mail.
- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535.
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP's will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Proposals must be marked on the outside of the packaging, "**RFP# 19-009 Credit Card Processing and Merchant Services**". Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.
- To submit a Request for Proposal electronically, all documents must be returned and a **digital signature must be provided on the proposal to submitters form**. **To submit proposal electronically request must be submitted via email to bids@cityofcarrollton.com**
- **Please note Exhibits A.1, A.2, A.3 and Exhibit B must be submitted both electronically, using EXCEL FORMAT ONLY and must also provide a printed copy.**
- As an alternative to the digital signature, the request for proposals' **Proposal of Submitters form may be faxed to 972-389-9557**. This form is the only page that will be accepted via fax.
- Firms interested in this project shall submit **two (2) copies** of the proposal and required documents listed throughout the RFP no later than **Thursday, April 18, 2019 @ 1:30 PM (CST)** to the address and contact person listed on page #3. **In addition, the City is requesting two (2) electronic copies submitted on individual flash drives.**

1.5 BRAND NAMES

If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an “equal product”, their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **60** days written notice with good cause as determined by the City.

1.7 CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

1.8 COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City’s option.

1.9 CONTRACT CLAUSE

All proposers understand and agree that the vendor’s request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may

be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLIGENCE OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Mark43's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.
6. During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name the City of Carrollton as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All request for proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.19 REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

REQUEST FOR PROPOSAL FOR CARD PROCESSING AND MERCHANT SERVICES

A. DEFINITIONS

For the purposes of this Request for Proposal (RFP), "Proposer" shall mean corporations, firms or other entities submitting a response to this Request for Proposal.

B. PURPOSE

The City of Carrollton (City) is requesting proposals from professional service provider (Proposer) to become the City's merchant card service provider. This service includes processing payments received by phone, in person and by internet-based payment processing.

The City anticipates issuing a contract for services for a six (6) year period, with an option for the City to extend the contract for up to two (2) additional two-year periods, provided both parties are in agreement.

C. BACKGROUND

Current Environment

City of Carrollton's current merchant card service provider is WorldPay. The City currently has 21 merchant IDs (MID). All merchants accept Visa, MasterCard and Discover and only six MIDs accept American Express. Seven MIDs process payment via payment terminals, one via mobile card readers, five via POS and eight online. Manual entry of the credit card number and CVV code can be performed online or on onsite through use of terminals or POS.

Credit Cards and debit cards are accepted for revenue collections by various City departments for numerous reasons such as Utility Billing, Building Inspection and Permits, Public Works Parks and Recreation, Special Events, Library, City Secretary, Animal Services, and Police. All merchant IDs are linked by one chain.

The City has contracted with Authorize.net to provide a central e-payment gateway with the exception of the parks and recreation department which utilizes Plug N Pay and SwipeSimple (mobile card readers only), and the library department uses PayPal.

Settlement times for terminals are either manual or automatic settlement at the departments' discretion. Authorize.net gateways settlement times are established at the departments' discretion, while Plug N Pay, PayPal and SwipeSimple settle at midnight. Funds settled by merchant ID to the City's bank account forty-eight hours after the transaction is approved. The current bank processor settles only transactions related to Visa, MasterCard and Discover. American Express settles its own transactions.

The City owns thirteen ING-iCT220 credit card terminals. Eleven of these terminals are currently in use, and two are spare terminals. The City also owns two wireless mobile card readers compatible with tablet and phones.

From October 2017 to September 2018, all merchant IDs settled a total of 140,000 transactions, with gross sales of \$14,000,000 and an average ticket of \$118.

Historical credit card information for each Merchant ID (MID) and information about equipment are provided in Attachment A. Historical monthly credit card information for the City is provided in Attachment B.

2019 Changes to Environment

The parks and recreation department is planning to migrate from Plug N Pay to CardConnect immediately after the migration to the new credit card processor is finalized. The credit card processor must be compatible with this new gateway.

The City is planning to include American Express settlements as part of the new credit card processors tasks. The credit card processor must be able to perform all required inquiries and administrative work to settle all American Express transactions for the City. This change can occur after initial migration from the current credit card processor.

D. ELIGIBILITY

- D.1.** Have a minimum of ten (10) years of experience in providing merchant credit card services.
- D.2.** Must be fully Payment Card Industry Data Security Standard (PCI DSS) compliant and must provide Attestation of Compliance (AOC) signed by a Qualified Security Assessor.
- D.3.** Have technical expertise and technical capability to process the City's transaction volumes, amounts and information accurately and without interruption.
- D.4.** Must provide five (5) verifiable references. References must include the scope of work, average monthly and annual transaction volume, number of years served, whether you continue to provide services, and the name telephone number, and e-mail address of the principal client contact.
- D.5.** Must provide proof of insurance meeting the requirements listed on pages 12-14).
- D.6.** Must complete all certifications and affidavits required in this proposal (See Attachments C, D, E, F& G).

E. SCOPE OF SERVICES AND REQUIREMENTS

E.1. Customer Service

- E.1.1. Dedicated account/relationship manager (RM) for the City.
- E.1.2. RM should demonstrate verifiable experience with organizations similar to the City.
- E.1.3. RM will be the principal contact for the Treasury division on all matters.
- E.1.4. RM will be reasonably available during normal business hours via e-mail and telephone.
- E.1.5. RM responses to e-mails and calls should occur within 24 hours.
- E.1.6. The Treasury division will contact the RM for resolution of problems that merchants were unable to resolve via the help desk.
- E.1.7. 24-hours / 7 days-a-week / 365 days-a-year support for all processing services via toll-free number and internet.
- E.1.8. Dedicated implementation manager for the project with at least five years of experience in the industry.

E.2. Merchant Accounts

- E.2.1. Open and manage merchant accounts, obtain merchant identification numbers, including American Express, and terminal identification numbers (TIDs).
- E.2.2. Ensure all MIDs are linked to a chain code or unique identification number to facilitate billing and reporting.

E.3. Processing

- E.3.1. Interface with the following gateways: Authorize.net, PayPal, Plug'NPay, CardConnect and Open Edge.
- E.3.2. Process Visa, MasterCard, American Express, and Discover.
- E.3.3. Process magnetic stripe, chip credit and chip-and PIN-based debit transactions.
- E.3.4. Provide address verification (AVS) and security code (CVV) verification when needed.
- E.3.5. Provide a unique identification number for each transaction that remains consistent throughout the transaction cycle, including authorization, adjustments, settlement, funding and reconciliation.

- E.3.6. Ensure the unique identification number for each transaction is displayed on the customer receipt.
- E.3.7. Provide an “accept” or “decline” message to the merchant within industry acceptable timeframe.
- E.3.8. Provide a reason for a rejected payment (e.g., incorrect CVV code, billing ZIP code, or expiration date, etc.).
- E.3.9. Support edits and voids before transactions are settled.
- E.3.10. Process and obtain authorization for partial and full refunds in the case of an error in payment amount, card number, return, etc.
- E.3.11. Process transaction to ensure it qualifies for the lowest interchange category. Transactions should be sent to the card associations, alliance/partner, third party provider or entity, in a timely manner to avoid being downgraded.

E.4. Records Retention

- E.4.1. Ensure all credit and debit card transactions and reports are available for research for three fiscal years plus the current one. The City’s fiscal year runs from October 1 to September 30.

E.5. Dispute, Exceptions and Chargebacks

- E.5.1. Provide dispute support to merchant (or designated City personnel) through an online reporting application for retrievals and chargebacks.
- E.5.2. Online application should report details for each dispute and allow dispute response, document submission, status monitoring and outcome reporting.
- E.5.3. Online application should allow access to several members of the City with different roles.
- E.5.4. Ensure notification e-mails are sent to merchant (designated City personnel) of any retrieval and chargebacks that have been initiated by a cardholder bank or when a change of status exists.
- E.5.5. Chargeback must be debited to the City’s bank account, and must not be netted from daily settlement.

E.6. Settlement

- E.6.1. Allow manual or automatic settlement times for payment terminals.
- E.6.2. Allow automatic settlement times at different times of the day.
- E.6.3. Ensure batch activity is cut off precisely when settlement occurs. For example, if a batch is settled at 5:00pm., transactions processed at 5:01 p.m. will be part of the next day's batch.
- E.6.4. Provide a unique batch reference number and settlement confirmation.
- E.6.5. Provide batch or settlement reports that include information for all card types. The batch report should include merchant name, merchant number, TID/Vcode and address, settlement approval number, and processing date and time.
- E.6.6. Notify the City when batch transmissions are pending or failed to ensure prompt resolution to the problem.
- E.6.7. Provide gross settlement by merchant ID utilizing the Automated Clearing House (ACH) to the account specified by the City for all transactions processed.
- E.6.8. Provide merchant ID and Merchant name information as part of the ACH addenda record to enable the City to match the bank deposit to the location it belongs.
- E.6.9. Ensure funding for settlements is sent to the City via ACH within twenty-four (24) business hours and received in the City's bank account within forty-eight (48) business hours of the transaction being processed. Currently, funding for settlement is received in forty-eight hours.
- E.6.10. Debits to the City's bank accounts are allowed for chargebacks only.
- E.6.11. Ensure disputed transactions (e.g. chargeback and representment) are reflected in the bank account separately from daily settlements and that the ACH addenda record provides the MIDs related to the transaction.
- E.6.12. Ensure American Express transactions are part of the daily settlements by performing all required inquiries and administrative work to achieve this on behalf of the City. This change can occur after initial migration from the current credit card processor.

E.7. Equipment and Equipment Support

- E.7.1. Provide only new and PCI DSS compliant equipment throughout the duration of the contract, including when not using current City's equipment and when replacing broken equipment.
 - E.7.1.1. The City's equipment is currently comprised of fourteen (14) ING-iCT220 terminals and two wireless swipe credit card readers. Two of the terminals are used as back up units. Further information about equipment is provided in Attachment A.
- E.7.2. Provide two (2) back up units in order to avoid down time for any of the merchants in case of faulty equipment.
- E.7.3. Provide warranty on equipment of at least one-year.
- E.7.4. Provide technical support and troubleshooting help for the City's equipment.
- E.7.5. Recommend new equipment to take advantage of improved manufacturer/wholesaler pricing, newer technology, or changes in the City's processing procedures.
- E.7.6. Assist with replacing broken equipment when applicable and approved. Assist the City to resolve any issues with the manufacturer.

E.8. Reporting and Reconciliation

- E.8.1. Provide a web-hosted administration and reporting system; where
 - E.8.1.1. Transactions are reported securely and in real-time with detail information for research.
 - E.8.1.2. Disputes or exceptions are monitored and managed.
 - E.8.1.3. Reports are generated and exported in different formats including pdf., csv. and excel format.
 - E.8.1.4. Access to several members of the City with different security roles can be granted to ensure segregation of duties and protection of credit card holder information.
- E.8.2. Provide the following exportable reports in different formats including pdf., csv. and excel format:
 - E.8.2.1. Daily and monthly settlement totals by merchant and chain code to include: date, merchant name and MID, transaction volume, total dollar amount and by credit card type (Visa, MasterCard, American Express and Discovery).

- E.8.2.2. Daily and monthly settlement amounts by merchant and chain code to include by credit card type: authorized amounts, rejected amounts, return amounts, settled amounts, non-settled amounts and adjustments.
 - E.8.2.3. Daily transaction detail by merchant and chain code to include: information on each transaction, regardless of disposition (void, decline, settled, etc.), and detailed refund information.
 - E.8.2.4. Monthly merchant fee reports by MID and chain code to include information on billed transaction, number of settled transaction and average ticket.
 - E.8.2.5. Monthly interchange qualification summary by MID and chain code by credit card type.
 - E.8.2.6. Monthly discount fee charges per transaction.
 - E.8.2.7. Daily and monthly dispute or exception reports on pending chargebacks, reversals, outstanding and completed retrievals, and all financial and nonfinancial adjustments to City merchant accounts.
- E.8.3. Provide batch or settlement reports that include information for all card types. The batch report should include merchant name, merchant number, TID/Vcode and address, settlement approval number, and processing date and time.

E.9. Invoicing and Payments

- E.9.1. Allow the City to pay for all services by invoice only. With the exception of chargebacks, under no circumstances shall the service provider debit the City's bank account, or otherwise deduct fees from credit card revenues.
- E.9.2. Allow the City to remit payment by check or ACH.
- E.9.3. Submit and invoice to the City monthly for services rendered during the prior month by the 10th of the month.
- E.9.4. Provide invoices by chain and by merchant number in electronic form.
- E.9.5. Provide invoices detailing all fees separately that include, at a minimum, the following: vendor's processing fees (discount fees), interchanges fees, maintenance fees, pass through fees, hardware purchase or rental fees and one time or other extraordinary fees with complete description. Fees labeled as Miscellaneous will not be approved and paid.

E.10. Training

- E.10.1. Provide live training (on-site or via web) to the Treasury team for the general functionality of the application, including administration, transaction research, report generation, chargeback and dispute management and reconciliation.
- E.10.2. Provide live training (on-site or via web) to the Treasury team for customer service request, terminal functionality, and any payment applications or new technologies implemented.

E.11. Future Initiatives

The City is looking for a partner to expand the payment channels and options offered to its citizens and customers in the future. The City is looking for the following:

- E.11.1. The City is planning in the next three years to implement e-check payment for the following transaction types within several of its departments:
 - E.11.1.1. Internet initiated or mobile entries (WEB).
 - E.11.1.2. Accounts Receivable Conversion (ARC).
 - E.11.1.3. Telephone – Initiated Entry.
- E.11.2. Virtual terminals.
- E.11.3. Mobile payments utilizing City hosted applications and City partner hosted applications.
- E.11.4. Kiosk payments.
- E.11.5. Hosted payment page for different Merchant IDs.

E.12. Sub-Contractors

- E.12.1. The Contract or work to be performed will not be assigned or sublet without the prior written consent of the City.
- E.12.2. The assignment or subletting of any portion or feature of the work or materials required in the performance of this Contract shall not relieve the vendor from its full obligations to the City. The vendor will assume responsibility for all services offered in the proposal, whether provided by the vendor or a subcontractor.
- E.12.3. The City will consider the vendor to be the sole point of contact for contractual matters including payment of any and all charges resulting from the cost of any contract.

- E.12.4. If the Proposer intends to use the services of any other organization to perform any of the services identified in this request for proposal, then all requirements listed in this document must be met and information requested must be submitted for each such subcontractor as applicable, with and as a part of the proposal.
- E.12.5. Include a description of the role of the organization or person and a brief statement as to the need for and benefit to the City of using these additional or specialized services.

E.13. Service Level Agreement

The Proposer shall provide the City with a proposed Service Level Agreements (SLA). The SLA should address the following:

- E.13.1. The contract shall provide a termination clause in which the City reserves the right to terminate the contract at any time, upon thirty (30) days prior written notice.
- E.13.2. The City is prevented by the Texas constitution from indemnifying vendors. Proposers are discouraged from including terms in their contracts that require the City to indemnify them. Inclusion of such a term may result in the proposal being rejected.
- E.13.3. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

F. PROPOSAL

F.1. Proposal Disclosures

The Proposer understands that this RFP does not constitute an offer or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the City and executed by the parties.

By submitting a proposal, the vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the City objectives.

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Respondents are advised that materials contained in proposals are considered confidential information by the City but may be subject to open records after the contract award, and may be viewed and copied by any member of the public, including news outlets and competitors.

F.2. Proposal Format

SECTION I - EXECUTIVE SUMMARY

II.1. Transmittal Letter: This document should contain the date of the Proposal and the period for which it is valid in letterform on original company letterhead, signed by a representative of the Vendor's company who is authorized to bind the Vendor to the Proposal. If any portion of the Proposal is deemed by the Vendor to be proprietary or confidential for purposes of public disclosure, this should be stated here. The Vendor must include the name, address, electronic mail address, and telephone number, of a contact person who is able to respond to inquiries from Carrollton.

I.2 Table of Contents: Include a clear identification of the material by section and by page number.

I.3 Executive Summary: Provide a concise narrative summary of the proposal, including significant risks and highlight any key or unique features, excluding cost/price. The features should tie in with the stated evaluation criteria. Discuss your understanding of the work to be done, your philosophy, and your ability to meet the City's goals and objectives.

Summary material presented here will not be considered to meet the requirements for any portions of other sections of the proposal.

SECTION II - COMPANY PROFILE

II.1 Company Overview: Provide a general overview and brief history of your company, including its structure, longevity, and core business, and number of employees. As stated earlier submitters must have a minimum of ten (10) years of experience in providing merchant credit card services.

II.2 Financial Soundness: Describe key measures of your firm's financial strength (e.g.) capital ratios, market capitalization, cash flow ratios, and available credit lines).

II.3 Financial Statements: Provide a copy of your most recent audited financial statements. A link to this information is sufficient.

II.4 Customer Support:

II.4.1 Provide resume for proposed dedicated account/relationship manager. Provide a list of clients, contract persons, address, phone number, and description of services performed.

II.4.2 If different from the account/relationship manager, provide resume for dedicated implementation manager to include name of clients, contact person, address, phone number, and description of services performed.

II.4.3 Identify the persons, by name and function, in your organization that have primary responsibility for merchant implementation and training, and provide resumes.

II.5 Client References: Provide a minimum of five (5) references that are most relevant in demonstrating your ability to provide the services requested by the City. Include the scope of work, average monthly and annual transaction volume, number of years served, whether you continue to provide services, and the name telephone number, and e-mail address of the principal client contact.

SECTION III – TECHNICAL RESPONSE

III.1 Eligibility and Scope of Services and Requirements: Address each of the Eligibility and Scope of Services and Requirements listed above. For reference, include, at a minimum, the numbered headings, the number of each item along with your acknowledgement and any explanation. All items **MUST** be addressed. If exceptions exist, include a detailed explanation of any or all deviations to the Eligibility, Scope of Services and Requirement, and any Standard Terms and conditions to which the Vendor takes exception.

III.2 Questionnaire (Exhibit B): All questions **MUST** be answered.

III.3 Proposed equipment: Provide a list of proposed equipment with specifications and capabilities.

III.4 Implementation Plan: Provide a detailed implementation and migration plan including project timeline, project manager, City's requirements, current credit card processor requirements, data and documentation required.

III.5 Exit Strategy: Provide an exit strategy that addresses transfer of cardholder information in encrypted format to a new service provider at contract end.

SECTION IV – DOCUMENTATION

IV.1 Signed Proposal of Bidder form.

IV.2 W-9.

IV.3 Insurance Affidavit Form.

IV.4 Conflict of Interest Questionnaire.

IV.5 Evidence of testing and certification of your business continuity and disaster recovery process. A link to the certificate is sufficient.

IV.6 Provide evidence of Payment Card Industry Data Security Standard (PCI DSS) compliance. Provide Attestation of Compliance (AOC) signed by a Qualified Security Assessor. A link to this evidence is sufficient.

- IV.7 Provide equipment and warranty specifications.
- IV.8 Provide third Party Vendor documentation. Documentation required is the same as required for Proposer.
- IV.9 Provide user guide and documentation related to the web-hosted reporting application.
- IV.10 Provide a sample invoice.
- IV.11 Provide a sample of reports listed in Section E – Reporting and Reconciliation.
- IV.12 Provide a detailed implementation plan.

SECTION V – PRICE

- V.1 Processing fees for credit and debit cards should NOT include the interchange rate. The City’s requirement is an interchange-plus pricing model. Processing fees should break down by card type.
- V.2 Provide a cost proposal using the form in excel format provided as part of this bid (See Exhibit A.1, A.2 & A.3). The excel file is available for download on the City’s website. **An Excel file must be submitted as part of your proposal and must be submitted in excel format as well as a two (2) printed copies. In addition, the City is requesting two (2) electronic copies submitted on flash drives. Failure to do this will result in a rejection of your proposal.**
- V.3 Provide a list of all fees not listed in the form provided by the City. Additional fees should be listed as part of the “Other Fees” (Exhibit A.3) section. In the “Notes” field, detail how and when these fees apply.
- V.4 More than one pricing option may be included. Specify any differences in discount rates and processing fees for different type of transactions. Attach any additional pricing options to the Pricing form. Provide a detail explanation of all the fees between pricing options, and advantages or disadvantages of each one.

NOTE: Proposals without a fee schedule specific for each contract term (first term of six years and the two optional terms of two years) indicate that your prices will be fixed for the two optional terms.

SECTION VI –ADDITIONAL DATA

VI.1 Any additional information, which the Proposer considers pertinent for consideration, should be included in a separate section of the proposal.

G. SELECTION PROCESS

The City anticipates entering into a contract with the Proposer who submits the proposal identified by the City to be most advantageous. The City will evaluate proposals and will select the proposal that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

G.1. Criteria

Proposals will be rated based on the following criteria.

- **Company Profile 10%**
(Sections II.I to II.3)
- **Customer Support 20%**
(to include conversations, staff training and ongoing support) (Sections II.4 to II.5)
- **Technical Response 40%**
(Section III, IV), Questionnaire & Implementation Plan
- **Price 30%**
(cost of services to include start up, training, server hosting, maintenance and annual fees. Section V)

G.2. Additional Information and Presentations

After evaluating the proposals, the City may request additional information. At its discretion, the City may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the City. The City will schedule any such presentations. After completion of the selection process, the reviewers will present a recommendation for approval by City Council.

EXHIBITS

- **SEE EXHIBIT A**
 - **PRICING SHEETS**
 - **A.1 - ACCOUNT FEES**
 - **A.2 - EQUIPMENT FEES**
 - **A.3 - OTHER FEES**

PLEASE BE SURE TO CLICK ON EACH INDIVIDUAL WORKSHEET (TAB) AND COMPLETE AS DRIECTED

- **SEE EXHIBIT B:**
 - **QUESTIONNAIRE**

ATTACHMENT A

**RFP# 19-009 Credit Card Processing and Merchant Services
MID Summary Information and Equipment
FY 18 (OCTOBER 2017 TO SEPTEMBER 2018)**

Merchant Number:	Merchant Name:	Merchant SIC	ADDRESS	ZIP CODE	Accept Discovery?	Accept AMEX?	CREDIT CARD TYPE PAYMENT	EQUIPMENT/ GATEWAY	TERMINAL COUNT	Settlement Dollar Total	Settled Transactions Count	Average Ticket
136002618	UCS	4900	1945 E JACKSON RD	75006	Yes	Yes	Terminal	ING -iCT220	2	\$ 455,761.71	3,610	\$ 127.49
136002592	PERMITS	9399	1945 E JACKSON RD	75006	Yes	Yes	Terminal	ING -iCT220	5	\$ 664,419.56	5,672	\$ 119.49
136002733	CROSBY	9399	1610 E CROSBY RD	75006	Yes	No	Virtual Terminal	(No Suggestions) (1)	0	\$ 112,724.96	1,931	\$ 52.25
136002691	ROSEMEADE	9399	1330 E ROSEMEADE PKWY	75007	Yes	No	Virtual Terminal	Plug'NPay (1)	0	\$ 856,467.67	10,467	\$ 79.68
136002675	SENIOR CENTER	9399	1720 KELLER SPRINGS RD	75006	Yes	No	Virtual Terminal	Plug'NPay (1)	0	\$ 449,171.20	2,428	\$ 181.35
136705350	ATHLETICS	9399	1945 E JACKSON RD	75006	Yes	No	Virtual Terminal	Plug'NPay (1)	0	\$ 208,911.25	957	\$ 287.19
136706101	JOSEY RANCH LIBRARY	9399	1700 KELLER SPRINGS RD	75006	Yes	No	Terminal	ING -iCT220	1	\$ 23,854.40	1,854	\$ 12.66
22609479	JOSEY & HEBRON LIBRARY (E-Commerce)	9399	1945 E JACKSON RD	75006	Yes	No	Online	PayPal	0	\$ 15,048.38	1,243	\$ 12.14
136706127	JOSEY & HEBRON LIBRARY	9399	1945 E JACKSON RD	75006	Yes	No	Terminal	ING -iCT220	1	\$ 33,952.05	2,649	\$ 12.72
136711051	POLICE	9399	1945 E JACKSON RD	75006	Yes	No	Terminal	ING -iCT220	1	\$ 1,022.04	113	\$ 8.01
136715029	PUBLIC WKS	4900	2711 NIMITZ DR	75007	Yes	No	Terminal	ING -iCT220	1	\$ 12,340.00	139	\$ 88.58
136813634	PARKS E-COMMERCE	9399	1945 E JACKSON RD	75006	Yes	No	Online	Plug'nPay (1)	0	\$ 396,815.09	3,462	\$ 112.56
136818732	ROSEMEADE POOL	9399	1945 E JACKSON RD	75006	Yes	No	Virtual Terminal	Plug'nPay (1)	0	\$ 164,275.00	5,569	\$ 12.53
136822676	UCS E-Commerce	4900	1945 E JACKSON RD	75006	Yes	No	Online	Authorize.net	0	\$ 10,428,101.71	83,645	\$ 123.94
136823815	ANIMAL SERVICES	9399	2247 SANDY LAKE RD	75006	Yes	No	Terminal	ING -iCT220	1	\$ 30,592.00	1,044	\$ 29.24
012732693	ALARMS E-Commerce	9399	#N/A	75006	Yes	No	Online	Authorize.net	0	\$ 204,580.90	5,748	\$ 35.58
136820118	PERMITS AND INSPECTIONS (E-commerce)	9399	1945 E JACKSON RD	75006	Yes	No	Online	Authorize.net	0	\$ -	-	\$ -
22675611	CARROLLTON SPECIAL EVENTS - Parks	9399	1945 E JACKSON RD	75006	Yes	No	Mobile - Swipe Simple App	SWIFT B250	2	\$ 1,567.05	128	\$ 1.88
5052582474	COURT - SELECTRON	9211	2001 E JACKSON RD	75006	Yes	No	Online	Authorize.net	0	\$ 99,060.76	393	\$ 251.23
5022982546	CITY SECRETARY	9399	1945 E JACKSON RD	75006	Yes	No	Online	Authorize.net	0	\$ 3,032.24	38	\$ 72.32
24830885	ANIMAL SHELTER	9399	2247 SANDY LAKE RD	75006	Yes	No	Online	Authorize.net	0	\$ 2,388.00	54	\$ 36.43

NOTES:

(1) These merchant IDs will migrate from Plug'N Pay gateway to CardConnect Gateway in 2019

ATTACHMENT B

RFP# 19-09 Credit Card Processing and Merchant Services Historical Monthly Credit Card Information

	2018		2017		2016		2015		2014	
	Settled Transactions	Settlement Amount	Settled Transactions	Settlement Amount	Settled Transactions	Settlement Amount	Settled Transactions	Settlement Amount	Settled Transactions	Settlement Amount
October	9,461	\$ 938,857	8,472	\$ 799,164	7,834	\$ 762,371	6,952	\$ 606,491	5,941	\$ 531,983
November	9,178	\$ 859,724	8,244	\$ 824,110	6,945	\$ 643,689	6,379	\$ 543,470	5,409	\$ 438,264
December	9,459	\$ 1,039,345	8,547	\$ 743,531	7,527	\$ 645,208	6,431	\$ 599,922	5,295	\$ 436,212
January	10,444	\$ 1,119,839	8,980	\$ 765,500	8,140	\$ 664,053	7,058	\$ 561,387	6,442	\$ 558,164
February	9,718	\$ 1,040,310	8,724	\$ 712,413	7,901	\$ 656,736	6,468	\$ 528,417	5,705	\$ 453,924
March	10,987	\$ 1,095,191	9,385	\$ 797,877	8,233	\$ 774,724	7,735	\$ 556,780	6,565	\$ 510,351
April	10,151	\$ 1,067,835	8,913	\$ 797,347	8,267	\$ 724,861	7,752	\$ 590,964	6,445	\$ 499,449
May	12,120	\$ 1,319,663	10,297	\$ 943,441	8,540	\$ 851,669	8,040	\$ 688,806	7,440	\$ 592,492
June	13,306	\$ 1,325,904	12,037	\$ 1,008,668	11,460	\$ 868,738	10,154	\$ 687,364	8,792	\$ 638,401
July	13,312	\$ 1,413,667	12,051	\$ 923,004	10,973	\$ 821,031	10,292	\$ 706,760	9,165	\$ 621,159
August	12,091	\$ 1,516,222	10,722	\$ 962,534	9,688	\$ 856,156	9,045	\$ 735,478	8,182	\$ 640,517
September	10,917	\$ 1,427,527	9,760	\$ 1,012,222	8,454	\$ 826,354	7,656	\$ 762,340	6,915	\$ 613,614
TOTAL	131,144	\$ 14,164,086	116,132	\$ 10,289,810	103,962	\$ 9,095,590	93,962	\$ 7,568,179	82,296	\$ 6,534,530

ATTACHMENT C

CERTIFICATIONS AND AFFIDAVITS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 191 60-1 921 1).

PLEASE READ INSTRUCTIONS BELOW BEFORE COMPLETING CERTIFICATION:

1. The vendor certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three year period preceding this offer been convicted or had a civil judgment entered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission or any of the offenses detailed in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this offer.

Vendor Name	Vendor ID#

Name and Title of Authorized Representative

Signature	Date

ATTACHMENT D

NONCOLLUSION AFFIDAVIT

STATE OF _____ }

COUNTY OF _____ }

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a part of any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of the prospective contract; or any other discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn before me this _____ day of _____ 2019.

Notary Public, Commission No. _____

My Commission Expires:

ATTACHMENT G

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated

Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Controlling</td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr><td style="height: 20px;"> </td><td> </td></tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is no Interested Party. <input type="checkbox"/>																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																			
ADD ADDITIONAL PAGES AS NECESSARY																			