

Town of North Hempstead

Request for Proposals

Credit Card Services

TNH118-2014



Release Date: September 24, 2014
Due Date: October 15, 2014, 11AM

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1. GENERAL RFP GUIDELINES

1.1 Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified firms capable of providing credit card payment processing services with the purpose of establishing a contract for those services. This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy the needs as outlined in the scope of services. Proposers are strongly encouraged to carefully read the entire Request for Proposal.

The Town wishes to enter into an agreement for a term **of three (3) years with an option for (2) additional years.**

1.2 Naming

Henceforth, the Town of North Hempstead Finance Department shall be referred to as the "Town" or "Requestor". Organizations responding to this RFP will be referred to as Vendors/Candidates

1.3 Statement of Purpose

The scope of this RFP is to administer Credit Card Services. The Town wishes to reduce credit card costs and implement a credit card service solution in the new areas.

1.4 Statement of Decision

This RFP is not an offer to enter into an agreement with responding Vendors/Candidates. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions in such contract. This RFP represents the Town's request to receive proposals from Vendors/Candidates that have been contacted and that are interested in providing Credit Card Services.

1.5 Limitations

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The Town reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the Town to do so. The Town may require the

Vendors/Candidates selected to participate in negotiations and to submit any cost, technical, or other revisions of their proposal, as a result of any such negotiations. Applicants' protest rights are limited to violations of federal, state, or local laws and regulations.

1.6 Statement of Confidentiality

In order to protect the confidentiality of the Town's business, all information that is provided to Vendors/Candidates during the RFP process, in any form, shall not be duplicated and must be returned to the Town at the end of the RFP process. Information shall be treated as confidential by Vendors/Candidates and should only be used for the purpose of providing responses to this RFP. Vendors/Candidates shall not disclose any information found in this document or information that is gathered during the RFP process to anyone except Town authorized officers and vendor's authorized officers directly connected with the RFP process.

1.7 Proposal Timeframes

Release of RFP	September 24, 2010
Deadline for submitting questions	October 3, 2014, 2010, 4PM
Questions will be posted on website by	October 7, 2014, 4PM
Deadline for Proposals	October 15, 2014, 11AM
Commencement of Agreement	January 1, 2015

1.8 Number of RFP Copies

One (1) original and four (4) hard copies and one (1) electronic version of the RFP response must be submitted to the following person and address:

Purchasing Department
Town of North Hempstead
220 Plandome Road
Manhasset, NY 11030
TNH118-2014

1.9 RFP Inquires

All vendor questions regarding this RFP must be addressed via email to contracts@northHempsteadny.gov. Questions must be direct, and concise for each issue to be addressed. If necessary, a representative from the Town of North Hempstead may contact vendor representatives to gather additional details prior to replying to inquiries. A summary of vendor questions with associated answers will be compiled and posted on the Town's website at: www.northhempsteadny.gov, click on the Working Tab, Requests for Proposals, 2010.

1.10 Form and Structure of Response

1.1.1. General Requirements

The response must be delivered in a binder along with an electronic copy on or before the date specified in [Section 1.7](#). The response must be organized in the following manner:

1. All information provided in this RFP is the property of the REQUESTOR.
2. Vendors shall provide a pricing schedule, which is valid for 180 days following the submission of the proposal.
3. The vendor must have a minimum of 5 years experience in the processing of Credit Card Services.
4. Proposals must be delivered to the Purchasing Department, Town of North Hempstead no later than **January 5, 2011, 11AM**. All proposals received after that time will be returned to the vendor unopened. Delay in mail delivery is not an exception to the receipt of a proposal. Each vendor must submit on original and four (4) copies of their proposal in a sealed envelope or package. An electronic file version of all documents provided must also be provided where possible.
6. The pricing proposal sheet must also be placed inside a separately sealed envelope within the sealed proposal package.
7. The sealed envelope or package must be clearly marked:
PROPOSAL FOR CREDIT CARD SERVICES
PURCHASING DEPARTMENT,
220 PLANDOME ROAD
MANHASSET, NEW YORK 11030.

1.11 Pricing Proposal Sheets

The pricing proposal sheet must be placed inside a separately sealed envelope within the sealed proposal package. It shall be submitted in the form of one original and labeled "Price Proposal Sheet."

1.12 Evaluation Methodology

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The Town reserves the right to award all or any part of this project, and to waive any technical

irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the Town's sole judgment, the best interests of the Town will be served. The selection committee will evaluate each proposal and use the following for scoring each submission:

1. Contract Requirements and Proposed Solution 20%

- a) Overall responsiveness of the proposal;
- b) Demonstration of a clear understanding of the requirements portion of the RFP;
- c) Clear description of the scope of work needed to satisfy the defined RFP requirements;
- d) Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the Town might use to improve its management process including rationale for the recommendations or alternative approaches.

2. Proposer Profile: Organization, Capacity, Staffing, Resumes 15%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in [Section 4, Scope of Services](#), resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

3. Related Experience 25%

Prior experience in Credit Card Services, qualifications and related experiences of the Proposer including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Proposer can perform the tasks defined in the RFP

4. Cost of Overall Project 40%

The Town will consider any other relevant factors as determined by the selection committee.

1.13 Selection Process

Responses will be evaluated by a Selection Committee. The Town and/or its Selection Committee reserve the right to:

1. Reject any and all proposals;
2. Request additional information as the Town and/or its Selection Committee may deem necessary;
3. Waive any and/all nonmaterial irregularities pertaining to this selection and/or submission of responses;
4. Disqualify any and/or all firms and reject any and/or all Proposals for failure to comply with this RFP or to promptly provide additional requested materials or information;
5. Choose a firm other than the lowest bidder;
6. Cancel this RFP

Respondents will be notified if they have been selected for further consideration. The Town reserves the right to interview, or call for a presentation from any firm submitting a response. The Town also reserves the right to discuss the Proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as an offer of engagement.

All materials submitted in accordance with this RFP will become and remain the property of the Town and will not be returned. All Proposals shall be considered public records, but may be deemed and treated as “closed” or “exempt” by the Town, at the sole discretion of the Town, pursuant to the Town’s understanding and interpretation of the laws of the State of New York. All proposal material may become open records. The Town cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to the RFP should be assumed to be subject to public disclosure.

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response does release, indemnify and hold the Town and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the Town as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract. The Town of North Hempstead will not be liable for nor pay costs incurred by the respondent in preparation of a response to this RFP or any other costs involved, including travel and time for interviews.

1.14 Incorporation of RFP and RFP Responses in Contract

This RFP, its appendices and amendments, and all promises, warranties, commitments and representations made in the successful response to this RFP will be binding and will become part of the contractual obligations.

All promises, warranties, commitments, and representations made in the successful response to this RFP will be binding upon vendor and will become part of vendor's contractual obligations, at the discretion of the Town.

The contract will be awarded, subject to Town Board approval, to the responsible vendor that best demonstrates relevant experience and expertise; the utilization of materials, software and hardware best capable of meeting the Town's needs; who upon evaluations of all proposals received, best responds to this RFP; who offers the best value to the Town, and who in the judgment of the Town will best serve the public interest. The Town reserves the right to require that a subset of finalists make a presentation to the Selection Committee for consideration.

1.14 General Conditions of the RFP

1. All RFP submission materials become the property of the Town.
2. The Town reserves the right to postpone modify or cancel this RFP or reject any or all proposals, for any reason or no reason without penalty to the Town. The Town reserves the right to select the proposal believed to be the most beneficial to the Town, without having the cost of materials and services the sole determinative factor. Notwithstanding any other provision herein, the Town is under no obligation to award a contract. The Town reserves the right to waive any minor irregularities contained in any proposal. Selection of a vendor solution shall not be construed as an award of contract, but as a commencement of contract negotiations, including not limited to contract price proposed. A contract award can only be made with Town Board approval. At its sole discretion, the Town may also submit the contract award to its bond counsel for approval.
3. The Town shall not be liable for any costs incurred by proposers in the preparation of the proposals or for any work performed in connection therein, or as a result of the modification, postponement, or cancellation of the RFP.
4. Applicants are advised that the Town has the option to select a vendor without conducting negotiations and that each applicant should initially submit their best proposal.
5. Any contract entered into with respect to this RFP will constitute the entire understanding and agreement between the Town and the selected vendor, and shall constitute all the terms and conditions of the agreement between the parties. In the case of a conflict between the RFP and the contract, the contract shall prevail.
6. No vendor which has submitted a proposal pursuant to this RFP shall have the right to assign its submitted proposal or, if selected, the contract without the prior written consent of the Town. The Town's refusal to consent to an assignment shall not entitle the assigning vendor to cancel

the submitted proposal and/or contract if fully executed, or give rise to any claim for damages against the Town.

7. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to New York conflicts of laws principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in Courts located within Nassau Town or, if in the federal courts, in the United States District Court for the Eastern District of New York. Proposer, its successors and assigns, if any, by submitting its proposal subjects itself to the jurisdiction of any such state or federal court and EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY.
8. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Town and the successful vendor.
9. The vendor shall pay all employees the prevailing wage, if applicable.
10. The vendor shall comply with all federal, state, and local statutory and constitutional anti-discrimination provisions. The vendor shall not discriminate against employees, applicants for employment, or third party Vendors/Candidates or subcontractors on the basis of race, creed, color, national origin, sex, age, disability, or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The vendor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, layoffs, terminations and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
11. In addition to non-discrimination and affirmative action compliance requirements the vendor awarded contract shall comply with all federal, state, and local laws, statues, or ordinances relative to the performance and execution of the work. This requirement, includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
12. The responsibility to identify all codes, and/or agencies having jurisdiction over any implementation practice will be the sole responsibility of the vendor regardless of subcontractor involvement. At a minimum, the execution of this RFP and all its acts of the vendor selected to perform work described herein shall conform with the following guidelines, mandates and standards: Federal Communications Commission; OSHA; Electronic Industries Association; American National Standards Institute; National and Local Electrical Codes; State, Town and Town ordinances as

applicable; Telecommunications Distribution Standards; applicable regulations of the New York State Department of Labor; and federal and state anti-discrimination laws. This listing is not exclusive.

- 13.** The Town reserves the right to change the schedule of issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be posted to the Town's website. It is the sole responsibility of the proposer to monitor the Town's website for the posting of such information.

2. GENERAL REQUIREMENTS

2.1 Overview

The selected vendor is required to:

1. Comply with Town Policies, Standards and Procedures, and Town Privacy Principles as they pertain to Town's Information Protection and Security Department. (The full Standards and Procedures and Town Privacy Principles will be shared during contract negotiations).
2. Provide an organization chart of the company.

2.2 Minimum Insurance Requirements

The Town will require the selected vendor to comply with insurance requirements as outlined below. The Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the Town:

- Commercial General Liability Insurance-\$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage;
- Worker's Compensation Insurance as required by the laws of the State of New York;
- Errors and Omissions for Professional Services applying to all professional activities performed under the contract-\$2,000,000.00 per occurrence and as an annual aggregate.
- Employer's Liability coverage with limits of \$500,000.00 per accident; \$500,000.00 per disease policy limit; \$500,000.00 per disease each employee.

Any deductibles or self-insured retentions must be declared and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the vendor for changes in coverage deductibles or self-insured retentions; or alternatively, require the contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Town is to be named as an additional insured on the general liability, automobile liability, employer's liability, and errors and omissions policies procured by Vendor with respect to the work the subject of this RFP.

The vendor's insurance shall be primary insurance. Any insurance or self-insurance retentions maintained by the Town shall be excess of the vendor's insurance and shall not contribute to it.

All policies will provide the Town with 30 days written notice of cancellation or material change.

Vendor agrees to waive its right of subrogation against the Town. The insurances required herein will not be invalidated by any action, inaction, or negligence of the insured.

Insurance is to be placed with insurers acceptable to the Town.

Vendor shall provide the Town with certificates of insurance reflecting the coverage provided herein. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Town as an "additional insured". The certificates are to be received promptly by the Town and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Contractors shall include all subcontractors as insured's under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

2.3 Security and Compliance

Vendor is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard the Town's information assets.

This summary does not replace the obligation of the vendor to comply with all of the Town's security policies and standards as listed in the General Security Guidelines and the laws that regulate business in the Town's regions. In the event of a conflict between these requirements and the underlying policies, standards and laws; the underlying policies, standards and laws control.

2.4 Physical Security Requirements

Vendors/Candidates will be responsible for securing any Town or Town designated property and equipment where they have been working. If there are no means available to secure the property or equipment, the vendor will be responsible for immediately informing the Town or Town designated contact.

2.5 Pricing

- 1 Please provide a detailed cost proposal for all proposed services to be provided to the Town of North Hempstead.

- 2 The cost proposal should cover **three (3) years with an option for (2) additional years**
- 3 Please identify all services which are included in the basic fee and those services which would have an additional charge.

2.6 Mandatory RFP Requirements/Required Information:

In order to facilitate the Town's evaluation of (a) the quality of comparable services provided by interested vendors, (b) the qualifications and experience of key managerial and technical staff, and (c) the timeliness and efficiency with which the services will be provided, each interested vendor must submit a detailed vendor or company description:

1. Written descriptions of up to three projects having a scope, size and complexity comparable to those of the REQUESTOR'S project described herein.
2. Resumes of key managerial and/or technical staff to be assigned to the process, along with descriptions of the backgrounds (licenses, educational background, etc.) of those who the VENDOR proposes will administer the Town's Credit Card Services, and manage the protocols and processes that are being put into place.
3. A detailed project plan and schedule that, at a minimum:
 - Identifies each major phase and milestone in the overall development and installation of the services, beginning with receipt of Notice to Proceed from the REQUESTOR and ending with completion and acceptance;
 - Identifies any and all services, software and/or hardware (if any required) over and above that which has been identified in this solicitation, that the offeror deems to be necessary and required for the successful completion of the project described herein.
 - All pricing information for such additional services, hardware and/or software shall be given in an addendum to the basic Price Proposal as required herein.
 - Provides a pricing schedule for any and all work that may need to be completed that is outside the scope of the RFP or contract.
4. A contact list for five clients (preferably other municipalities within the New York metropolitan area) from whom the interested vendor has

installed and configured identical or nearly identical Credit Card Services within the past five years. The client contact list will contain the client's business name, the name of the client's project manager, the project manager's telephone number and e-mail address.

5. Provide a summary of your company describing your experience in credit card services and your overall philosophy for successful credit card management. Provide specific examples of the success of your credit card philosophy, preferably with municipal clients.
6. Provide resumes of the personnel who would be assigned to the account for all areas of expertise.
7. Provide a listing of additional fees over and above the standard credit card services processing protocols.
8. Provide a statement as to how the Town can utilize your credit card services initiatives in order to improve all aspects of risk management with the Town.
9. Interested VENDORS are advised that, with respect to the evaluation of competing proposals, the REQUESTOR will ascribe greater significance to documented, successful, and recently completed projects of comparable scope and complexity with public entities.
10. Describe your company's system and how you have successfully interfaced with existing information systems for both online payments and over-the-counter payments. Experience in both Town Clerk and building department environments is a plus and should be described in detail.
11. Provide rates on [Section 5](#). Include any explanations or distinctions, such as levels, if pricing is based upon volumes (such as # transactions up to 500, - over 500).
12. Describe any enhancements, technological or otherwise, that should be considered to improve operational or cash management efficiencies. Identify the costs associated with these services separately; list on [Section 5](#), if possible.
13. Explain the chargeback process, both for online/telephone and over-the-counter (card present) transactions and how notification of chargebacks is made to the Town.
14. Include samples of reconciliations and copies of customer receipts.

15. Indicate the online system that the Town will be accessing for its daily balances and activity. If the Town does not currently use that system, please provide an overview of the system.
16. Describe the process and proposed timeframe to move to your organization's system.
17. Provide the names, titles and background of the two most senior personnel who will have responsibility for administering the Town's account. Delineate the responsibilities of each of these individuals and provide their addresses and phone numbers. Describe your "help line" and customer support services and indicate their availability.
18. Explain the system and timeline of crediting the Town's bank account(s) with the daily charges/EFT's. Does the timing differ based on type of card?
19. Describe in detail the company's emergency preparedness and disaster recovery procedures. How quickly will back-up facilities be activated?
20. Provide the names and contact information of four (4) or more public or private-sector customers, with similar processing requirements.
21. Completed an executed forms attached to this RFP.

3. COMPANY INFORMATION

3.1. Name and Address

Please provide name and address information for your company and any other offices within the corporate limits of the Town of North Hempstead.

3.2. Company History and Structure

Description of Firm: In this section of the proposal, describe the firm and the services it provides. The description should also include the number of years the firm has been in business, facilities (including service sites located within the corporate limits of the Town of North Hempstead), key personnel and contacts, staff qualifications and professional licensure, special program emphasis, and specialties.

3.3. Termination for Default

Performance under any contract resulting from this RFP may be terminated by the Town of North Hempstead whenever:

The vendor, in the sole opinion of the Town of North Hempstead, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default.

Termination will be effected by delivery to the vendor of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the vendor shall:

1. stop all work;
2. assign to the Town of North Hempstead all rights, title and interest in the work being developed;
3. deliver forthwith to the Town of North Hempstead all completed work and work in progress;
4. preserve and protect, until delivery to the Town of North Hempstead, all material, plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the Town of North Hempstead or necessary to the completion of the work.

4. SCOPE OF SERVICES

4.1 Background

North Hempstead Town (the Town) is seeking proposals (RFP) from qualified financial service providers interested in enabling the Town to offer to its customers the ability to pay with a credit card or debit card for services requested. In all the fees imposed by the bank card network and any system or usage fees to process the transaction would be passed along to the cardholder. The cardholder would be made aware of this additional charge when making a payment using a credit card and have the option to cancel the transaction prior to its processing. The transactions could be made face-to-face/over-the-counter or on the internet. Internet payments might also be made by a debit to the customer's bank account at a fixed rate fee.

4.2 Current System Overview

The table in attachment A summarizes the departments that require credit/debit card services. Note that the Town may decide, in the future, to offer its constituents the ability to pay by credit/debit card in other departments. As such, the agreement may be amended in the future to include these additional departments.

The Town Clerk's business is transacted in an over-the-counter environment. Constituents, walk into the Town Clerks' office to obtain copies of birth, marriage and death certificates, request licenses (dog and others), and FOIL requests. There is no expectation in the foreseeable future that this business will be transitioning to electronic processing or internet transactions. This area has, in the past, accepted credit cards, but has not since December 31, 2013.

The Building Department's business is transaction in an over-the-counter environment. Constituents walk into the Building Department's office to apply for building permits and obtain copies of Building Department records. There is no expectation in the foreseeable future that this business will be transitioning to electronic processing or internet transactions. This area has not received payments by credit or debit card in the past in any form.

The Town's bank account(s) must be credited with the net amounts charged or EFT-transacted and reporting must be detailed to track payments by individual.

4.3 Additional Requirements

- A. It is the Town's preference to accept Visa, Mastercard and Discover for all transactions. American Express (AMEX) payments may also be accepted should the Town receive favorable proposal for its acceptance. Please indicate if there would be differing charges both to the Town and to the cardholder if AMEX was also accepted. Also indicate if the charge to the

- cardholder would vary if the card is a debit card being processed as a credit card or if the card is a debit card with a PIN, along with fees associated with all variations of card type and program type.
- B. The Proposer/Vendor's proposed solution must enable both base fees and credit/debit card service fees to be processed as separate transactions (in accordance with the rules of the various credit card association), but accomplished with only one swipe. The Town does not prefer that any transaction be completed with two swipes – one for the base fee and another for service charges.
 - C. The Town has already acquired card readers – Verifone Model VX520. The Proposer/Vendor's solution must be configured to operate with these readers.
 - D. The Town's Building Department utilizes a system named AMANDA to process all Town building applications. The Proposer/Vendor's solution must be able to interface with this system at some point after the commencement of the Proposer/Vendor's services when AMANDA is altered to accept such interface.
 - E. As the Town may utilize the services of the Proposer/Vendor for other departments in the future, the following information is also made available:
 - a. The Parks Department utilizes a system named RecTrac (Vermont Systems) to process all Parks applications. The Proposer/Vendor's solution must be able to interface with this system at some point after the commencement of the Proposer/Vendor's services when RecTrac is altered to accept such interface. This can be performed through an API or Direct connection.
 - b. The Town of North Hempstead Solid Waste Management Authority (SWMA) utilizes a system named PCScales (PCScal) to process all Waste applications. The Proposer/Vendor's solution must be able to interface with this system at some point after the commencement of the Proposer/Vendor's services when PCScales is altered to accept such interface. This can be performed through an API or Direct connection. Note that SWMA is a separate public authority from the Town, but the Town cooperates with SWMA for the procurement of goods and services.
 - c. The Town Receiver of Taxes utilizes a system named Govern (Harris Computers) to process all tax receipts. The Proposer/Vendor's solution must be able to interface with this system at some point after the commencement of the Proposer/Vendor's services when Govern is altered to accept such interface. This can be performed through an API or Direct connection

5. DEPARTMENTAL CREDIT CARD BREAKDOWN

TNH118-2010					Back-End	Estimated	Estimated Yearly
Attachment A			Accept Credit Cards?	Which Brand?	Town	Yearly # of	Dollar
Departments/Areas	Function/s	Method	Yes/No		System	Transactions	Amount
					Required		
					Interface		
Town Clerk	Collect License Fees Birth and Death Certificates	In Person	Yes (Pilot Program)		-----	400	\$ 7,194.00
Animal Shelter	Collect Animal Shelter Fees	In Person	No	N/A	-----	Between \$4.50 and \$45.00	\$ 14,546.00
Building Department	Collect Permit Fees	In Person	No	N/A	Amanda	4800	\$ 3,100,000.00

Note:
 Values are based on last years' transactions, if the department already accepts credit cards.
 If not, these values are totals, received either via cash or check. The Town has no way of estimating which percentage
 of these transactions will be converted to credit card transactions.

6. PRICING OF SERVICES

Fees to the Town

Please indicate whether the fee is one-time or annual.

Enrollment fee _____

Annual fee _____

Installation/system fee _____

Merchant fees _____

Equipment fee
(one-time and annual) _____

Other fees

Indicate services provided and charges, including, but not limited to, charges for monthly statements.

Fees to the Cardholder

Please indicate site/convenience fees to the cardholders:

Internet

Credit card

% of transaction _____

Transaction charge _____

(or minimum fee)

Electronic Fund Transfer (EFT)

% of transaction _____

Transaction charge _____

(or minimum fee)

Over-the-Counter

Credit card

% of transaction _____

Transaction charge _____

(or minimum fee)

Other cardholder fees _____

Indicate type of fee and pricing

Indicate if fees to cardholder vary depending on type of credit card used

7. FORMS

7.1 BIDDERS STATEMENT

THIS IS NOT AN ORDER OR A CONTRACT

THE BIDDER HEREBY ACKNOWLEDGES, without qualification, that s(he) will abide by all terms and conditions pursuant to this bid, including but not limited to the bid specifications, specific terms and conditions, general terms and conditions and bid prices hereto.

FURTHER, the undersigned offers and agrees to furnish any and all items upon which prices are bid at the price set forth for each item bid, if this bid is accepted within _____ days from the opening date stated in the invitation on the first page of this bid document. DELIVERY to destination stated will be made within _____ days after the receipt of the order.

Bid respectfully Submitted By: _____

Type/Print Name: _____

Title: _____

Telephone Number: _____

Business Address : _____

(1) If an individual doing Business as _____

(2) If a Partnership _____
(Member of firm)

(Member of firm)

(3) If a Corporation _____
(Name of Corporation)

(Officer) _____ (Title)

ATTEST: _____ (Witness)

DATE: _____

7.2 NON-COLLUSIVE BIDDING CERTIFICATION

Town of North Hempstead Non-Collusive Bidding Certification



By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Contractor's Signature

Date

Name of Business

7.3 INSURANCE CERTIFICATE

Town of North Hempstead- Division of Purchasing
220 Plandome Road, P.O. Box 3000
Manhasset, N.Y. 11030

The following insurance currently exists on behalf of (Name and Address of Insured

Contractor) _____

BID/RFP DESCRIPTION:

(1) Worker's Compensation:
Insurance Carrier _____

Policy Number(s): _____

(2) Commercial General Liability with complete operations (plus x.c.u when applicable) to which the Town of North Hempstead has been added as additional insured, and Automobile Liability:

(A) TWO MILLION -----2,000.000.00-----DOLLARS

Combine single limit (bodily and personal injury/property damage)

Insurance Carrier: _____

Policy Number(s): _____

(3) The above insurance is effective with N.Y.S. admitted insurance companies.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

TOWN OF NORTH HEMPSTEAD
220 PLANDOME ROAD, P.O. BOX 3000
MANHASSET, N.Y. 11030

Authorized Insurance Agents' Signature and Title:

Name, Insurance Affiliation and Address _____

7.4 Disclosure Statement

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial Statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____ (Seal, if Corp.)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all Statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commissioner expires:

(Notary Public)