

TOWN OF RIVERHEAD
Suffolk County, New York

Town of Riverhead



Request for Proposals

For

**Credit Card Payment Processing, Debit Card
Payment Processing and Electronic Check Payment
Processing, for the benefit of the general public,
regarding both in-person and internet transactions,
at various Town departments, offices and facilities.**

Sealed Proposals Must be Received
In the Office of the Town Clerk
200 Howell Avenue
Riverhead, New York 11901
On or Before 11:00 a.m. on December 20, 2018

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I. NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York **on or before December 20, 2018, at 11 o'clock a.m.** for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified credit card payment processing, debit card payment processing and electronic check payment processing consultants interested in providing credit card payment processing, debit card payment processing and electronic check payment processing, for the general public, both in-person and via the internet, at various Town departments, offices and facilities.

Specifications and guidelines for submission of proposals will be available beginning **November 29, 2018** by visiting the Town website at www.townofriverheadny.gov and click on "Bid Requests".

Each proposal must be submitted in a sealed envelope clearly marked "**Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing**" and must be received by the Office of the Town Clerk by no later than **11:00 am on December 20, 2018.**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK**

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead invites proposals for credit card payment processing, debit card payment processing and electronic check payment processing, for the benefit of the general public, regarding both in-person transactions and via the internet, for various Town departments, offices and facilities.

2. Form, Preparation, and Presentation of Proposal

Bidders should return the *entire bid package* and provide the information as requested.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing"

Bidders must provide ALL REQUESTED INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, in a legible format, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Rejection of Proposals

A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal

or part thereof which it deems most favorable to the Town after all proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

4. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding "Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for undertaking and providing the services that are in the best interests of the Town.

5. Insurance Required by the Town of Riverhead

A. The Bidder/Offeror shall carry and maintain Comprehensive General Liability Insurance, including cyber-security, products, contractual, property and personal injury in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate and \$1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits. Such above stated policy limits shall be provided on a **primary and non-contributory basis**. In addition, the Town of Riverhead shall be named as an **"additional insured"** on such insurance policy.

B. In addition to the extent a contract is awarded, Bidder/Offeror shall be required to carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of \$1,000,000.00 per occurrence on a primary and non-contributory basis.

CONSULTANT hereby indemnifies and holds the TOWN, its departments, officers, agents and employees, harmless against any and all claims, actions, including appeals or demands against TOWN, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the negligent acts or omissions of Bidder, Bidder's employees, subcontractors or agents under a contract to provide services outlined in this RFP.

Note, Town may request proof of the above insurances as set forth in provision #6 Town's Reservation of Rights" set forth below.

6. Town's Reservation of Rights

The Town reserves all rights with respect to this RFP, including but not limited to the following: This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-

responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services detailed in the specifications within the goals and time parameters set forth herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead, hereinafter referred to as the Town," is requesting proposals from all qualified credit card payment processing, debit card payment processing and electronic check payment processing consultants interested in providing credit card payment processing, debit card payment processing and electronic check payment processing, for the benefit of the general public, regarding both in-person transactions and via the internet, for various Town departments, offices and facilities.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful "offerors" in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be directed to Deputy Town Attorney Daniel P. McCormick at 631-727-3200 ext. 605 or at email address mccormick@townofriverheadny.gov, and **must be received by no later than 11:00 am on December 6, 2018.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the only authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 604 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project.

C. Independent Contractor: In performance of the work, duties and obligations

assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, the experience of those who will be providing services under the contract, price, and demonstration of ability to meet the schedule for completion of tasks by Offerors will be considered, along with other relevant factors.

E. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;
- interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Workers' Compensation, Disability, and Professional Liability insurance in the amount of \$1,000,000 per occurrence.

H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

I. The Contractor or Provider, as a condition of the RFP, must agree, and shall offer and make available, the subsequently negotiated contract for the subject services, to the federal government, or to any state, including New York, or other political subdivision or district therein.

3. General Scope of Services/Detail & Description of Services/Schedule

A. General Scope of Services

The Town is seeking a credit card payment processing, debit card payment processing and electronic check payment processing consultant to provide credit card payment processing, debit card payment processing and electronic check payment processing, for the benefit of the general public, regarding both in-person transactions and via the internet, at various Town departments, offices and facilities.

B. Nature and scope of Town departmental operations, fees and charges: Approximately six to ten departments that respectively process real property tax payments, site plan and subdivision fees, water district usage fees, permit fees, dog and hunting licenses, birth/death/marriage certificate fees, public document photocopy fees, bid specification fees, storm water plan fees, parks & recreation fees, building and special permit fees, license fees, etc.

C. Detail & Description of Services

Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing

Consultant shall be required to provide credit card payment processing, debit card payment processing and electronic check payment processing, for the benefit of the general public, regarding both in-person transactions and via the internet along with the following features:

1. 24 hour/7 days per week of continuous internet transaction capability.
2. User-friendly internet capability.
3. Technical Support regarding start-up, implementation and maintenance.
4. Customer Support.
5. Visa, MasterCard and Discover card authorization options.
6. Credit Card/Debit Card/ Electronic Check Processing Daily Volume Clearance Requirements: **\$0.25 to \$750,000.00 per day.**
7. Ready access to detailed, daily transaction reports, in printable form, stating user name, address, payment amount, applicable town department, etc.
8. mPOS technology, if feasible.
9. Blockchain technology, if feasible.
10. Payment Card Industry Data Security Standard (PCI DSS) compliance.

4. Proposal Content and Format Requirements

A. Cover Sheet

- 1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.
- 2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.
- 3) Number of Copies in RFP response: **5 (five)**

B. Description of Services, Background and Staff

1) Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

2) Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services. The following list contains items required as an integral part of this proposal:

- Firm profile.
 - Background and experience in the field of credit card payment processing, debit card payment processing and electronic check payment processing, particularly in regard to municipal services for comparable projects.
 - Resume of key personnel directly involved in this engagement.
 - Summary of your understanding of the scope of services being requested and your approach to carrying out the work.
 - Charges and Fees: amount, basis, waivers, how and when assessed.
 - Specifications and itemization of required equipment and/or devices and charges, fees and/or waivers for same.
 - Third-party company involvement, services, fees and charges.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. Client reference- list a minimum of two clients (preferably municipal entities) whose scope of work most closely reflects that mentioned in the statement of solicitation.
- Information shall include at a minimum: Client name address, location, scope of services provided, and reference contact information (name and phone number).
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.
- d. Financial Stability: provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

5. Selection Procedures

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

6. Inquiries

Direct all inquiries regarding the proposal process or proposal submissions to:

Daniel P. McCormick, Deputy Town Attorney
Town Attorney's Office, Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901
631-727-3200x605
mccormick@townofriverheadny.gov

IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

V. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

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 the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization: _____
2. Main Office Address: _____
3. When Organized: _____
4. If a Corporation, Indicate State Incorporated In: _____
5. NAME OF PARTNERS HOME ADDRESS OF PARTNERS

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No _____
2. Have you ever defaulted on a contract? Yes/No _____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No _____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No_____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary)

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement

Section D.

('Delete phrases that are not applicable)

I, _____ the '(applicant herein),
(an officer or agent of the corporate applicant) namely its _____.(list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
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(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	NAME/POSITION OF EMPLOYEE/OFFICER
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False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____