

**City of Galveston, Texas  
Department of Finance  
Purchasing Division  
RFP #15-05**



**REQUEST FOR SEALED PROPOSALS  
FOR CREDIT CARD MERCHANT SERVICES**

**PROPOSALS ISSUED:  
January 15, 2015  
RFP SUBMITTALS DUE:  
February 18, 2015 at 2PM**



**RFP 15-05  
Invitation for Proposals  
Service Agreement  
Credit Card Merchant Services  
City of Galveston, Texas**

RFP #15-05

Date: January 15, 2015

Open: February 18, 2015 at 2:00PM

Sealed Responses/Proposals, prepared with **one original, one readable media, and five (5) copies** addressed to the Purchasing Supervisor, City Hall, room 302, 823 Rosenberg, Galveston, Texas 77550, will be received until **2:00PM on February 18, 2015** opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Supervisor. Any submission received after **2:00PM** on the date specified will be returned unopened, for the following project.

**RFP #15-05**

**The City of Galveston is seeking sealed proposals from qualified firms for credit card merchant service for the Department of Finance in the City of Galveston, Texas.**

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**Proposals package**

The Request for Proposals, Attachment 1, any Specifications/line Item Details, and the Proposal Sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the City, including the Proposal Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) will disqualify the submittal from being considered by City Council. Any individual signing in behalf of the submitter expressly affirms that he/she is duly authorized to tender the proposals and to sign the Proposals Sheet/contract under the terms and conditions in this proposal. Submitter further understands that the signing of the contract shall be of no consequence unless the proposals are subsequently awarded and the contract properly executed by City Council.

Note: proposals must be submitted on the forms provided herein. The proposals sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the submittal is non-responsive.

Envelopes will be sealed and marked with the Request for Proposal number and opening time on the outside bottom left corner to avoid the opening before the prescribed time.

Proposals sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott

Purchasing Supervisor

E-mail address: [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org)

**\*\*The Subject Line should read: Credit Card Services  
Questions must be received by 5:00 PM January 29, 2015**

**Restrictive or ambiguous specifications**

It is the responsibility of the prospective submitter to review the entire packet and to notify the Purchasing Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or procedures must be received in the Purchasing Office not less than seventy-two hours prior to the submission deadline. Submitters are to respond as specified herein or bid an approved equal.

**Modification of proposals**

A submitter may modify a response by letter at any time prior to the submission deadline. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the submitter guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any supporting data required will be accepted at any time prior to City Council's consideration of the response.

**Award of contract**

By submitting proposals, the submitter agrees that if their submission is accepted by City Council, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

**Evaluation Process**

All submissions will be examined by an evaluation committee. The committee will evaluate all submissions based on the specifications written in the actual scope of services. If any specifications should conflict with anything stated in the Invitation for Proposals, the specifications in the actual scope of services shall control except for indemnity provisions.

**NOTE:** The City of Galveston's decision will rely heavily on the Responders ability to comply with the State of Texas requirements provided in that document entitled: "Request For Proposals For Qualified Grant Administrators Relating to Federal Disaster Declaration – DR-1791-TX." A copy of those relevant portions are attached and incorporated herein for review.

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such proposals if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the RFP process without the express permission from the City's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between CITY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be

achieved with selected firm, negotiations shall commence with the alternate firm selected by the CITY, and the process repeated.

- b. Upon successful negotiations, City will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between CITY and the selected administrative firm will be further defined based on the funded CITY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this RFP shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

**Non-discrimination:**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**Responsibility**

The City must decide whether or not the responder has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the submitter who is determined to be the best able to fulfill the requirements as set out in the specifications.

**Contract term**

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**Re-appropriation of Budget Items**

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify responder in writing of this reduction. Responder shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

**Force Majeure**

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then

the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

**No commitment by the City of Galveston**

This Request for Proposals does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submission to this request, or to procure or contract for services or supplies.

**Change Orders, as per Texas Local Government Code section 252.048**

- (a) If Changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

**Appropriation of Funds**

The City of Galveston may establish an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the responder's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

**Confidentiality of information in proposals**

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

**Exception to proposals**

The submitter will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to proposal conditions", and will be attached. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

### **Changes in specifications**

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all submitters. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to submitters in a written addendum from the Purchasing Supervisor.

### **Protest**

Any actual or prospective submitter who is allegedly involved with the solicitation or award may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual responders must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of Requestffor Proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

### **Proof of insurance**

The successful submitter agrees to maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the proposals specifications.

### **Required insurance**

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

- b. Professional Liability insurance - The Contractor shall maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than

\$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Contractor which arises out of the professional services required by this Agreement

**Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy**

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not otherwise qualified.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

**Laws**

Responders must comply with all Federal, State, and local laws and regulations.

**Withdrawal of proposals**

Submitters may request withdrawal of sealed proposals prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening.

The City of Galveston reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any submission, and to accept the proposals, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any proposals, the City reserves the right to consider the most advantageous proposals thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

**Indemnity clause**

**IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.**

**IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.**

**IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.**

**IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.**

**Provision to be applied if Indemnity is Void**

**If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston  
Department of Finance  
Purchasing Division

**INVITATION FOR PROPOSALS SHEET  
RFP #15-05  
CITY OF GALVESTON, TEXAS**

**Having read and understood the instructions, terms, conditions and specifications, we submit the following:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Correspondence Address**

\_\_\_\_\_  
**Remit Address**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Tax Identification Number (Tin/Fien/Ssn)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Email address**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT A – “PROPERTY TAXES STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING  
SUPERVISOR DEEMING SUBMISSION  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

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Bidder's Printed or Typed Name

---

Bidder's Signature

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Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT B – “NEPOTISM STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR SUBMISSION “NON-RESPONSIVE.”**

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Galveston

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Submitter is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston.

\_\_\_\_\_ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee:  
\_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT C –“NON-COLLUSION STATEMENT”**

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS 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 THESE PROPOSALS.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

---

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

BIDDER (SIGNATURE) \_\_\_\_\_

BIDDER (PRINTED NAME) \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID \_\_\_\_\_

COMPANY OFFICIAL  
(PRINTED NAME) \_\_\_\_\_

OFFICIAL POSITION \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**THE CITY OF GALVESTON, TEXAS**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**CITY OF GALVESTON  
REQUEST FOR PROPOSALS 15 - 05  
SCOPE OF SERVICE  
CREDIT CARD MERCHANT SERVICES**

**INTRODUCTION**

The City of Galveston (City) is seeking proposals from credit and debit card service providers for credit card merchant services. The City currently accepts credit cards online, over the phone and in person. We also accept ACH/E-Check payments. We desire a vendor who can accept all types of payments.

Proposals received should provide pricing for the cost of the transaction process, equipment needs and software needs, implementation fees, and time.

The City currently accepts credit cards for water bills, seawall parking, court fines and fees, recreation fees, building permits, alarm fees, and other general fund revenues.

**PAYMENT INFORMATION**

For the transactions considered, the City receives the approximate mix of monthly payments as listed for each Department. Although these numbers represent current usage, we would like to see an increase in the number of payments paid by credit card, and E-check.

| <u>Department</u> | <u>Transactions</u> | <u>Dollar Amount</u> |
|-------------------|---------------------|----------------------|
|-------------------|---------------------|----------------------|

**Water Billing {Based on monthly average}**

|                                                          |       |            |
|----------------------------------------------------------|-------|------------|
| Cash                                                     | 2,460 | \$ 159,900 |
| Checks                                                   | 3,075 | \$ 221,400 |
| Credit Cards                                             | 1,020 | \$ 66,300  |
| Alarm Payments                                           | 80    | \$ 2,000   |
| Online Resources E-Check                                 | 210   | \$ 16,800  |
| Metavante Online Credit Cards                            | 246   | \$ 19,188  |
| Other Misc Payments<br>{Hotel Tax, Building, Taps, Etc.} | 300   | \$ 45,000  |

**Municipal Court {Based on monthly average}**

|                  |           |              |
|------------------|-----------|--------------|
| Cash             | 439/month | \$ 59,501.00 |
| Credit Cards     |           |              |
| Over the Counter | 335/month | \$ 39,764.00 |
| Web              | 433/month | \$ 42,300.00 |

**Parks and Recreation {Based on monthly average}**

|                       |              |                       |
|-----------------------|--------------|-----------------------|
| Cash                  | 145/year     | \$ 375 - \$ 650/year  |
| Loudspeakers          | 5 – 10/month | \$ 125 - \$ 250/month |
| Special Event Permits | 1 – 2/month  | \$ 200 - \$ 400/month |

| <u>Department</u>     | <u>Transactions</u> | <u>Dollar Amount</u>       |
|-----------------------|---------------------|----------------------------|
| Checks                | 500/year            | \$ 51,300 - \$96,000/year  |
| Loudspeakers          | 5 – 10/month        | \$ 125 - \$ 250/month      |
| Special Event Permits | 3 – 5/month         | \$ 600 - \$1000/month      |
| Clean-Up Deposits     | 3 – 5/month         | \$ 3000 - \$5000/month     |
| Traffic Fees          | 1 – 2/month         | \$ 300 - \$1500/month      |
| Pool Donations        | 10 – 20/month       | \$ 250+                    |
| Credit Cards          | 500/year            | \$ 72,000 - \$97,500+/year |
| Over the Counter      | ALL                 | SAME                       |
| Loudspeakers          | 5 – 10/month        | \$ 125 - \$ 250/month      |
| Special Event Permits | 3 – 5/month         | \$ 600 - \$ 1000/month     |
| Clean-Up Deposits     | 3 – 5/month         | \$ 3000 - \$ 5000/month    |
| Traffic Fees          | 1 – 2/month         | \$ 300 - \$1500/month      |
| Pool Donations        | 10 – 20/month       | \$ 250+                    |
| Web                   | NONE                | NONE                       |

**Planning {Based on monthly average}**

|                  |     |                 |
|------------------|-----|-----------------|
| Over the Counter | 420 | \$ 25,000/month |
|------------------|-----|-----------------|

**REQUIREMENTS**

Proposal should demonstrate specific available capabilities to fulfill the below requirements:

- At least five (5) years of experience in providing processing services
- At least five (5) public sector customers
- United States based
- Ability to provide an itemized statement of fees, detailing each interchange category as well as the itemization of authorization and transaction fees.
- Ability to achieve and assist City staff with PCI Compliance.
- Ability to provide individual cash settlement reports for cashiers, please provide sample reports.

The proposal should demonstrate specific available capabilities to fulfill the following requirements:

- a. Experience and demonstrated capability
- b. The proposer's past performances
- c. The proposed equipment the City would need
- d. The ability to interface electronically with the City's finance software {BANNER 8.5}
- e. The customer support that would be provided to the City.
- f. The ability to provide strategies to reduce fees.

## **TECHNICAL REQUIREMENTS**

Vendor must be able to integrate a payment gateway with the following existing receivables software:

Takes credit card payments in-house and online.

Incode version 43 by Tyler Technology

Accela version 7.3.2.1 by Accela

**UMS 4.3 by CUSI** (Continental Utility Systems Inc.)

This system uses in-house credit card machines only.

**Banner 8.6 by Sungard**

This system is online payments only.

Getechna for the Seawall Parking Meter system.

Getechna works with Pay By Phone and Pay By Phone handles the credit card payments

## **REPORTING CAPABILITIES**

Submit samples of reports which would provide and describe their frequency and purpose.

## **FEES**

Fees quoted should include initial set up cost, hardware, software, annual maintenance, training, customer support and any other recurring costs.

1. Provide the fee schedule that would apply to this account based on the information provided under Payment Breakdown section. Identify any and all expenses fees and discounts related to:

- a. Visa credit card
- b. Master Card credit card
- c. Visa Debit
- d. Master Card debit
- e. Visa Utility Program
- f. MasterCard Utility Program
- g. Discover
- h. American Express
- i. E-Check/ACH

2. Identify any expenses that are not covered through this fee structure and would be required to implement the firm's program.

## REFERENCES

Proposers shall provide a list of a minimum of three (3) customers to whom offeror has supplied the specified material, product, equipment, or service for the last three (3) years. Attachment I – References is attached for offerors convenience and shall be returned with the proposal. The list shall include the customer's name, address, telephone number, email and the name of an individual to contact.

## ADDITIONAL INFORMATION

Provide a sample or proposed agreement for services

## CLARIFICATION OF THE SPECIFICATIONS

Questions concerning this Request for Proposals shall be directed via electronic mail as follows:

E-mail address: [scottif@cityofgalveston.org](mailto:scottif@cityofgalveston.org)

**\*\*The Subject Line should read: Credit Card Services  
Questions must be received by 5:00 PM January 29, 2015**

The Purchasing Department will be the sole point of contact for questions related to this RFP. Contact with any City employee or elected official regarding this RFP during the proposal submission and selection process, other than the party specifically designated above, will be grounds for disqualification from consideration. Questions will not be answered over the telephone. Questions will be answered by way of addendum, and will be posted as a courtesy on the City of Galveston website. Please make sure you register under the notify me banner.

## TERM OF AGREEMENT

The term of agreement for this RFP shall be for a three (3) year period beginning upon approval by City Council, and execution of contract.

## OPTION TO EXTEND

The City may, at its option and with the approval of the contractor, extend the term of this agreement for two (2) one year periods for a total contract period of five (5) years. Vendor shall be notified in writing by the Purchasing Manager of the City's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.

## EVALUATION OF PROPOSALS

The City will form an evaluation committee to review and evaluate all proposals. We will use the following criteria in the selection process. The City may conduct interviews of the proposers at our discretion. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.

- 30 Experience of the firm in providing services to the public sector
- 25 Implementation and support of system
- 25 Fees
- 20 Reporting capabilities

The City of Galveston will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all

persons or firms. The City also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received.

**PROPOSAL SUBMITTAL**

One original clearly marked and five (5) copies shall be submitted to the City in a sealed package and be clearly marked "RFP Credit Card Merchant Services". Proposals shall be submitted no later than **2:00PM February 18, 2015**. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposers failure to submit a proposal before the deadline as required shall cause that proposal to be disqualified. Proposers assume the responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the City. Late proposals shall not be accepted nor shall additional time be granted to any Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means. The City of Galveston will accept **SEALED PROPOSALS** Monday through Friday, 8:00 a.m. – noon and 2:00 p.m. – 5:00 p.m. Proposals must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening – **February 18, 2015 at 2:00PM**

**Mailing Address:**

City of Galveston  
Purchasing Department  
Attn: Tifney M. Scott  
P.O. Box 779  
Galveston, TX 77553

**Hand or Overnight Delivery:**

City of Galveston  
Purchasing Department  
Attn: Tifney M. Scott  
823 Rosenberg – Suite 306  
Galveston, TX 77553

## REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_