



Request for Proposal RFP-4103-15-NJ

Credit Card, Check Readers/Verification, and Online Payment Services

Responses Due:
September 9, 2015
3:30 PM MDT

**Accepting electronic responses only through the
Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:
Nicholas C Jones, Buyer
Nickj@gjcity.org
970-244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. **Submittal by fax, email or hard copy is NOT ACCEPTABLE** for this solicitation.

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SECTION 1: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction purchasing Division on behalf of Mesa County, Colorado. All contact regarding this RFP is directed to:

Nicholas C Jones, Buyer

Nickj@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide stand-alone credit card terminals, check reader/verification machines and/or services, as well as online payments for its various departments.

- 1.3 The Owner:** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative. The City of Grand Junction is not an owner.

- 1.4 Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference is required for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location will be via online meeting software on September 1, 2015 at 10:00 AM MDT. Pre-Registration is required. Contact the Purchasing Representative to pre-register for the conference and obtain web-links and information pertaining to the meeting.

- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

- 1.6 Submission:** Please refer to Section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (RMEPS) website located at <https://www.rockymountainbidsystem.com/default.asp>.*** This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. *(Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “Electronic Vendor Registration Guide” at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in

Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline at 800-835-4603.

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the

public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

1.13 Response Material Ownership: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

1.14 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State sales tax and federal excise tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals will be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives, and interested persons may be present. Only the names and locations of the proposing firms will be disclosed.

SECTION 2: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for

payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such

defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.

- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral,

including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.20.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the

Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Contractor to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

- 2.43.3. "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** Mesa County is located on the western slope of Colorado. The county was named for the many large mesas in the area, including the Grand Mesa. The population of Mesa County is about 150,000. The county seat is Grand Junction. Mesa County employs almost 1,000 employees. The 2015 overall budget is \$154 million. Overall fund balances are 18 percent of appropriations. Year-to-date sales tax revenues are 6.8% higher than in 2014.

The County currently accepts credit card and online payments in several of its departments. Check readers are not currently utilized by any County departments. Check verification services are not utilized currently.

Some customers are billed monthly and currently have the ability to pay for services with cash, check, money order or credit/debit cards using these methods:

- By mail using check or money order
- In person at different County locations
- Online

- 4.2. Goals:** The County is seeking Contractor services for automated payment processes for its departments. The services will include stand-alone credit card terminals, check reader/verification machines and/or services, online payments, mobile payments, eBilling, and credit card and eCheck processing.

The County would like these services to fully integrate with its existing systems and processes, including the Tyler Eden Finance and Cashiering systems. It is the intent of the County to establish a mutually beneficial, long-term relationship with a Contractor that is committed to providing solutions to meet requirements for many of the County's eGovernment initiatives.

Multiple-Contractor submittals will be considered, but preference will be given to single-Contractor solutions that meet the requirements set forth in this RFP.

Ideally, the selected Contractor will have experience providing eGovernment software solutions.

- 4.3. County Departments that Currently Utilize Stand-Alone Credit Card Terminals:** Even though it is anticipated that departments will continue to use stand-alone credit card terminals, these departments may or may not continue to use stand-alone credit card terminals. Other departments may be added throughout the term of the contract. It is a County goal to maximize credit card payments over accepting checks and cash.

Departments and programs not included in this credit card scope section are, but are not limited to Treasurer, Sheriff inmate funds, and Clerk and Recorder DMV. All existing terminals are owned by Mesa County. None are virtual terminals. It is anticipated that all terminals will be replaced.

See Attachment B for a listing of departments currently collecting credit card payments. Attachment B shows estimated credit card volumes per department. Some departments were not estimated.

This table shows the average credit card usage by type of card:

Card Type	Average Volume %	Average Amount %
Discover	2%	2%
Master Card	16%	20%
Visa	82%	78%

4.4. No County Departments Currently Utilize Check Readers or Check Verification Services: It is a County goal to efficiently and safely receive check and e-check payments for all departments as applicable. It is also a goal to reduce the number and severity of non-sufficient fund (NSF) checks. The County may or may not move forward with utilizing check reader/verification machines and/or services, and any corresponding remote deposit services.

See Attachment C for a listing of checks that departments currently collect.

4.5. County Departments that Currently Accept Internet Payments: Only two (2) County Departments currently accept internet payments, for a total of about \$8,000 per year. It is a County goal to maximize internet payments for all departments as applicable.

4.6. Scope of Services: Contractors must respond to all Scope of Work requirements listed in the Functional Requirements Table in Attachment A. The word “must” in a requirement indicates a required feature, and the word “should” indicates a desired feature. The Contractor must clearly indicate whether or not each requirement will be provided in the solution for the County.

Please respond with “Y” (Yes), “N” (No), “I” (Information) or “O” (Optional) answer, as defined using the criteria below:

- “Y” (Yes) – indicates the item will be supplied as specified and is part of the Contractor’s base proposal.
- “N” (No) – indicates the item will not be supplied.
- “I” (Information) - Requested information included.

- “O” (Optional) – indicates that the item will not be supplied as specified, but is being provided by Contractor as an optional component that may require modification to conform to the requirement.

The Functional Requirements Table must be completed using the format provided and included as an attachment to Contractor’s proposal. Any explanatory details shall be provided in the Contractor Discussion column. If additional space is needed, the Contractor can add details after the tables using the requirement number as a reference. For evaluation, requirements that are left blank will be assumed to be unavailable as specified.

4.7. Minimum Mandatory Qualifications of Contractor: Please discuss Contractor’s experience delivering credit card and automated payment services in a fully hosted, application service provider (ASP) infrastructure.

The County believes there is significant benefit in working with a Contractor that has extensive experience deploying similar hosted services for other local government entities. In addition to a narrative description of your experience, the Contractor shall provide a listing of all Colorado local government clients, serviced currently as well as terminated in the last two (2) years. If Contractor has less than five (5) Colorado clients, please provide a list of at least five (5) local government clients.

CLIENT LISTING SAMPLE TABLE

Client	Start Date	End Date	Contact Name, Phone, Email	Brief Project Description and any Comments

4.8. Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference is required for all prospective proposers. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be via online meeting software on **September 1, 2015 at 10:00 AM**

Local. Pre-Registration is required. Contact the Purchasing Representative to pre-register for the conference and obtain web-links and information pertaining to the meeting.

4.9. RFP Tentative Time Schedule:

- Request for Proposal available August 24, 2015
- Mandatory Pre-Proposal Conference September 1, 2015
- Inquiry deadline, no questions after this date September 2, 2015
- Addenda issued by September 3, 2015
- Submittal deadline for proposals September 9, 2015
- Interview/Demonstrations (if necessary) Week of Sept. 14, 2015

4.10. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
Nickj@gjcity.org

4.11. Contract: Contract shall commence upon award and shall be for a period of three (3) years. The awarded Contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for up to two (2) additional one (1) year contract periods. By submitting a response to this Request for Proposals, the proposer acknowledges that work performed under this contract is contingent upon the applicable fiscal year funding and appropriations by the Mesa County Board of County Commissioners.

SECTION 5: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (RMEPS) website located at (<https://www.rockymountainbidsystem.com/default.asp>).* This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “Electronic Vendor Registration Guide” at <http://www.gjcity.org/BidOpenings.aspx> for details. Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline at 800-835-4603. For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Contractors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that this information be included in proposals:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein. An acknowledgement of receipt of all Addenda shall also be included.
- B. Sub-Contractors/Partners:** There may be areas for use of subcontractors or partners in this Scope of Work. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Owner will contract solely with the awarded contractor, therefore subcontractors/partners remain the proposers’ sole responsibility.
- C. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals. Identify the year in which your company was established and began providing services. Describe any pending plans to sell or merge your company. Provide documentation of all the services you provide.
- D. Proposed Solution:** This section must provide a narrative description of the Contractor’s solution and how it will meet the Owner’s goals and expectations.

Contractor's description must describe the solution components, operational features, and key functional and technical specifications. Contractor must describe the specifics of the hosted services and integration methods that will be used for interfacing with the Tyler Eden systems. Contractor must provide a list of any additional software, hardware, web servers, telecom support, phone lines, bandwidth, etc., that the Owner must purchase in order to use, support, or enhance the proposed solution.

- E. Project Implementation, Training, and Support:** The Contractor must provide an implementation plan that includes key tasks, milestones, and designated Owner and Contractor responsibilities. Describe all hardware, software, or virtual components that County staff will be required to support. Outline all training that will occur during the course of this contract, including training location, cost, and topics. Include support options and costs with descriptions.
- F. References:** As required in Section 4.6.
- G. Fee Proposal:** The Contractor shall provide a detailed proposal that includes all initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, hosting, testing, training, travel, payment processing, and any other costs to be charged by the Contractor. Also, the Contractor must include any items noted as "optional" by the Contractor in the Functional Requirements Table. Three (3) detailed examples of transaction costs should be included: \$10.00, \$100.00 and \$1000.00 transactions. Proposals should also include an executive summary (500 words or less) summarizing the proposal and describing the benefits of your proposal.
- H. Attachment A:** Contractor must answer detailed requirements questions using the Functional Requirements Table found in this RFP (Attachment A). Contractor's responses to the Functional Requirements Table shall be provided as Attachment A of the Contractor's Proposal. Using the format provided in the RFP, please complete the Functional Requirements Table.
- I. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- J. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6: EVALUATION CRITERIA AND FACTORS

6.1 Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Total Cost of Ownership
- Long Term cost to the Owner and Customers
- Compatibility of design with existing network architecture, network equipment and security.
- Experience
- Ease of deployment and management
- Overall ability of solution to meet present and future needs
- Demonstrated compliance with PCI DSS v3.x requirements and other applicable regulations
- References
- Interview/Demonstrations (if necessary)
- Financial Stability

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews/demonstrations.

6.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

Attachment A – RFP-4103-15-NJ

Scope of Work - Functional Requirements Table

#	General Requirements	Y/N/I/O	Contractor Response
1	Service must be a fully-hosted, application service provider (ASP) infrastructure. All online, mobile, eBilling, payment processing, and notification system service components must be housed off-site.		
2	System must support real-time data exchange between the Tyler Eden database and the Contractor’s hosted service. Customers must be able to access real-time balance and payment information via mobile devices and computer web browsers. Payments must post back into the Tyler Eden database in real-time as they are taken. The County is responsible for acquiring the necessary Application Programming Interface (API) from Tyler Eden.		
3	The Service will provide hosted interfaces that support the following credit card and eCheck payment processing functions: authorizations, charges, settlement, credits, refunds and voids, scheduled payments, credit card chargeback, and ACH reject notifications.		
4	County staff must be able to use a single web interface to search, view, and report on all payment activity by payment type (e.g., card type, debit, eCheck) and payment method (e.g., mobile, POS, online). Staff must be able to search by account number, date range, and confirmation number.		
5	Ability to manage access as a government entity without the requirement to provide personal information and tie the account to individual County staff.		
6	Ability to have a master account with individual departmental child accounts		
7	The service must allow staff to create reports and export to Excel or PDF for daily, monthly, or date range of payment activity.		

8	Contractor must provide an automated nightly batch for all card payments with a single reconciliation process for all payment channels.		
9	Provide company policy on providing software upgrades and enhancements.		
10	Describe the availability of routine technical support, emergency 24/7/365 tech support, and support for any related service or payment issues		
11	The Service must accept Visa, Visa-debit, MasterCard, MasterCard debit, AMEX, Discover, and support AVS and CVV2 collection.		
12	Contractor must initially provide credit card processing at the counter including replacing at least the current 11 card swipe devices that are not EMV chip ready.		
13	All upgrades and enhancements for the services must be performed by the Contractor remotely without any additional costs to the County.		
14	Services must be installed within thirty (30) days of Contract signing.		
15	Merchant services for processing must allow the County to continue to use their current banking relationships for deposit accounts.		
16	The Contractor's service must be able to support the County's decision to either absorb or pass convenience fees, which could be changed in the future without penalty or disruption in service.		
17	The County is looking into the possibility of providing discounts for customers who pay for services via credit cards and electronic means, thus incentivizing the use of credit cards and electronic payments. Please describe how your company can provide this option.		
18	Please provide your PDPA number, or the PDPA number of any bank(s) you will utilize for this Scope of Work. At any time, the County may request the Contractor to furnish a report from the Colorado Banking Commission verifying compliance with PDPA requirements, per Colorado State Statutes 11-10.5-106 and 11-10.5-		

	107, et seq.		
	Online Payments and Portal	Y/N/I/O	Contractor Response
19	Online payment solution and portal is hosted by Contractor. Customer accesses portal from the County's web site or by an email bill notification and is taken to Contractor's secure web site which is branded as the County.		
20	Customers must be able to make one-time payments without registering an online account.		
21	Customers must be able to register an online account to have access to more advanced features and make payments. Registration must be by email address and strong password and customer must receive an email confirmation to complete the registration process. Customers must be able to self-manage and request account log in information and/or request a password reset link in the even they have forgotten their account credentials.		
22	Service must support making payments that are more or less than the bill amount.		
23	Provide a service to help develop customized and integrated payment solution for Department business software applications. (API) (Describe)		
24	If API is not provided by the application vendor and an interface to client database account is required, the service should provide the ability to assign account numbers (or aliases) to customer accounts. This can be accomplished by uploaded CSV.		
25	Ability to assign account numbers and charges by CSV.		
26	Customers can view at least 18 months of payment history. There is no County requirement for importing previous County payment data.		
27	Web interface should be provided in both an English and Spanish-language version.		
28	Customers must be able to pay multiple accounts with a single payment. The service must use single sign-on when customers sign in to multiple		

	accounts.		
29	Customers must be able to make payments using Visa, MasterCard, Discover, and eCheck.		
30	Customers should be able to securely save credit card and bank account information for future use on the portal.		
31	Customers must be able to set up automatic recurring payments (“AutoPay”) by credit card or ACH. Customers signed up for AutoPay will receive an email notice of pending payment.		
32	Customers must be able to turn on / turn off email bill reminders. Email bill reminders must contain a link to the online portal.		
33	Upon a successful payment, customers must be taken to a confirmation page with a confirmation number and a print screen button. The customer must also receive a confirmation email.		
34	Easy to integrate into online store. There should be minimal technical knowledge required, and any coding should be cut and paste to embed into your online store, blog or website.		
35	Provides e-commerce solution. The vendor should make it easy to set up and run online business by providing a shopping cart, buy buttons.		
	Mobile Payments	Y/N/I/O	Contractor Response
36	Contractor must provide a responsive web payment interface for mobile devices.		
37	Customers must be able to quickly make a payment using their mobile device without registering an online account.		
38	Customers must be able to make a payment by credit/debit card and eCheck.		
39	Customers must be able to receive an email confirmation when a mobile payment is made.		
	Payment Processing	Y/N/I/O	Contractor Response
40	Service must accept payments made by credit card, debit card, and eCheck.		

41	Service must accept payments made by online, mobile device, and/or counter payments.		
42	All payments are processed through a single payment gateway to provide easier reconciliation and investigation in specific payment matters.		
43	Service must provide real-time processing for one-time payments, as well as automatic recurring payments made by credit card, debit card, or eCheck.		
44	Must provide staff with a single interface with comprehensive reporting capabilities, detailed insight into each payment, and ability to view all payments processed by type.		
45	Service must be a fully hosted, Level 1 PCI-Compliant processing solution with no sensitive data passing through our network.		
46	The Service must be Data Security Standard (PCI-DSS v3.x) compliant. State the level of compliance.		
47	Service must support Address Verification Service (AVS) and Security Code (CVV2, CVC, etc.) data in authorization requests.		
48	Authorizations must be through a secured channel using the latest encryption technologies. State the authorization medium.		
49	The Service must be Red Flag compliant.		
50	Service must have fraud prevention and security features that monitor transactions and help protect the County from suspicious payment activity.		
51	Service must support the ability for use across all County departments.		
52	Service must provide rapid funding of all transactions, preferably receiving deposits the next business day.		
53	Provider must offer direct support for all payment processing and merchant account related issues.		

54	Provider must offer significant assistance in applying for any new merchant accounts needed to work with the payment processing service.		
	Point of Sale Credit Card Terminals	Y/N/I/O	Contractor Response
55	Provide and install PCI-compliant point of sale terminals for County use by October 1, 2015. Terminals should be PCI PTS POI version 3X or later.		
56	Proposed Terminals are and can be physically secured.		
57	Proposed terminals are Dual-interface (contact/contactless) enabled chip-reading device terminals.		
	Check Readers/Check Verification	Y/N/I/O	Contractor Response
58	Provide and install point of sale check reader machines or other method to remotely deposit checks, capture and store check images electronically.		
59	Provide check verification services for e-checks accepted online.		
60	Provide check verification service to reduce check fraud and NSF checks. Explain expected reduction levels in the amount of NSF checks.		
61	Describe workflow from customer check to daily deposit at bank.		
62	Describe audit controls.		
	Reports	Y/N/I/O	Contractor Response
63	Reports should be available online.		
64	Reports should be available for individual departments.		
65	The master account reporting should provide an accounting of each Department's daily or date range totals and an aggregate total for the County.		
66	Describe types of reports available.		
	Other Fees	Y/N/I/O	Contractor Response

	Identify any and all expenses, fees and discounts related to:		
67	Visa Credit Card		
68	MasterCard Credit Card		
69	Discover Credit Card		
70	American Express Credit Card		
71	Visa Debit Card		
72	MasterCard Debit Card		
73	Discover Debit Card		
74	American Express Debit Card		
75	Small Dollar Transaction fees/discounts		
76	Set up fees for Merchant Services		
77	Report fees (initial and ongoing)		
78	PCI compliance fees		
79	Equipment replacement fees per equipment type		
80	Any other fee or charges – full disclosure of ALL fees/charges are mandatory		
81	Describe dispute resolution process		
82	Describe your PCI compliance and auditing policies and procedures including any associated fees.		

Attachment B – RFP-4103-15-NJ

Credit Card Estimated Usage by Department

These estimates are for the full year of 2016, based on current credit card usage or anticipated credit card usage as noted below.

County Department	Estimated Credit Card Dollar Volume	Estimated Credit Card Number of Transactions	Estimated Credit Card Average Transaction Amount	Current Accepting Credit Card Payments?
Animal Services	\$68,283	400	\$171	Yes
Building	\$196,975	797	\$247	No - Estimate is 15% of all payments
Criminal Justice Services	\$109,466	252	\$434	Yes
District Attorney	\$7,782	324	\$24	Yes
Fairgrounds	\$12,730	56	\$227	Yes
Finance Utility Billing	\$12,888	294	\$44	No - Estimate is 15% of all payments
Hazardous Waste	\$27,890	464	\$60	Yes
Health	\$214,814	1,164	\$185	Yes
Human Resources	\$12,531	127	\$99	No - Estimate is 40% of all payments
Human Services	\$496,834	284	\$1,749	No - Estimate is 15% of all payments
Landfill	\$129,410	314	\$412	Yes
Sheriff	\$41,566	1,187	\$35	No - Estimate is 10% of payments
Tri-River Extension Office	\$40,000	250	\$160	Yes
TOTALS	\$1,371,168	5,914	\$232	

Attachment C – RFP-4103-15-NJ

Check Acceptance by Department

Actual amounts for the full year of 2014 for many of the County's departments.

County Department	Check Dollar Volume	Check Number of Transactions	Check Average Transaction Amount	Current Accepting Check Payments?
Animal Services	\$131,484	469	\$280	Yes
Building	\$878,942	3,304	\$266	Yes
Clerk & Recorder - DMV	\$21,950,633	68,444	\$321	Yes
Clerk & Recorder - Recording	\$334,595	7,118	\$47	Yes
Criminal Justice Services	\$3,855,556	1,022	\$3,773	Yes
District Attorney	\$192,619	219	\$880	Yes
Fairgrounds	\$177,931	361	\$493	Yes
Finance Utility Billing	\$74,752	1,814	\$41	Yes
Hazardous Waste	\$114,607	534	\$215	Yes
Health	\$738,872	4,964	\$149	Yes
Human Resources	\$6,803	138	\$49	Yes
Human Services	\$2,085,419	1,561	\$1,336	Yes
Landfill	\$3,073,376	345	\$8,908	Yes
Planning	\$334,245	240	\$1,393	Yes
Sheriff	\$45,362	160	\$284	Yes
TOTALS	\$33,995,196	90,693	\$375	