

REQUEST FOR PROPOSALS
CREDIT CARD PROCESSING SERVICES
CITY OF YORK



Proposal Submittal Due Date

Friday, March 31, 2017
2:00 P.M.

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PURPOSE

The City of York (the City) is requesting proposals for the purpose of selecting and retaining qualified credit card company processing services. The contract shall be for a period of three (3) years. The City may renew the contract for a maximum of two (2) additional one (1) year periods without having to open this category for new bids.

PROPOSAL SUBMISSION

The original proposal, five (5) copies, and one (1) electronic copy on compact disc shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Business Administrator, City Hall, 101 S. George Street, York, PA, until 2:00 PM, prevailing time on Friday, March 31, 2017. The envelope shall be clearly labeled as RFP for Credit Card Processing Services.

Proposals received at the Office of the Business Administrator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening which will be held at 2:15 PM in the Pullo Conference Rm 204 of York City Hall, 101 S. George Street, 2nd FL, York, PA 17401.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held. To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 a.m. on Friday, March 3, 2017. All responses to questions will be answered no later than 2:00 p.m. on Friday, March 17, 2017. Addendums to the RFP may occur and will be available at www.yorkcity.org. Bidders are responsible for staying up to date on any addendums and should confirm that their bid is in compliance with any addendums prior to submitting their bid.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of York, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of York as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of York, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of York, 101 S. George*

Street, York, PA 17401. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker’s Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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 Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

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

In the event of the Proposer’s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be

made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of York is tax exempt.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of York imposes a Business Privilege License, at \$25.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 3 ½ mills upon the gross receipts attributable to business conducted within the City of York.

PERMITS / LICENSES

The Proposer shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the

work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Business Administrator at his/her office, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of York.

PROPOSAL REJECTION

The City of York reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

Either party shall have the ability to terminate the contract for any reason with 60 days written notice. The City shall also have the right to immediately terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.

- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

In the event that the City must immediately terminate the contract, the Proposer will be paid for all work completed prior to the termination. Proposers who have questions concerning various aspects of this Contract should contact the following person:

Michael Doweary, Business Administrator
City of York
101 S. George Street
York, PA 17401
(717) 815-0494 (fax)
mdoweary@yorkcity.org

SCOPE OF SERVICES

The City of York is currently seeking to engage a full-service vendor experienced in the development, installation and operation of a credit and debit card processing service for the city.

1. Provide a competitively based discount for the processing of all four major credit cards: Visa, MasterCard, Discover, and American Express.
2. The service shall allow the City to authenticate the cardholders and use the card's magnetic stripe or chip to authenticate the cardholder and to authorize and capture the transaction.
3. Provide payment, settlement and refunding services.
4. Provide a customer receipt that has only the last four (4) digits of the credit card number and does not show the expiration date.
5. Deposit payments into specified City bank accounts by merchant ID.
6. Provide online daily transaction and account reconciliation reports by major credit card and by merchant ID.
7. If Application is not compatible with the City's present equipment and software, you must provide equipment and software alternative.
8. Provide, at no cost to the City, on-site technical service as may be required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.

In addition to the above scope of services, the companies that would be replying to this RFP shall:

1. Be a company with at least five (5) years experience processing credit payment records transmitted for processing and settlement from major credit/debit card processing networks.
2. Be a company with at least five (5) public sector customers.
3. Be compliant with all Payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council.
4. Provide seven (7) days per week technical support utilizing a customer service phone number.
5. Provide daily settlement of merchant accounts.
6. Make next day deposits after settlement into the City's specified bank accounts.
7. Provide on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data.
8. Have the ability to provide multiple user access to on-line reporting.

FORM OF PROPOSAL

All proposers shall be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

INFORMATION REQUIRED OF PROPOSER

A. Fees and other charges

Respondents must provide a merchant fee schedule based on the activity and volume as describe in the Cost of Services Form (page 24), include the following:

1. Setup Fee
2. Monthly Maintenance
3. Monthly Minimum Discount
4. Chargeback Fee
5. Authorization Fee
6. Online Access Fee
7. Return Fee
8. Wireless Fee
9. Wireless Authorization Fee
10. Any other fees

The fees and charges presented in this proposal shall remain firm for one year and renewed on the same terms and conditions for the term of the contract with the following exceptions that shall be adjusted to reflect increases or decreases in all applicable rates, fess, and assessments established by MasterCard and Visa Interchange rates. The merchant service provider shall notify City of York thirty (30) days prior to the effective date of any change of exclusions or service fee increases or decreases. Fees not identified by the contractor in their original proposal shall not be considered at any time during the remaining tenure of the contract.

B. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of York will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform.

C. References

The proposer shall submit at least five (5) clients as references with contact information and length of relationship. Of the five (5) please provide at least two (2) public sector clients.

D. Contractor's Capabilities

Respondents must provide information, regarding service capabilities, as requested below:

Merchant Credit Card Processing

1. Describe your company's authorization method, list and describe alternative authorization methods.
2. What authorization methods do you support and which do you recommend for each processing channel?
3. What are the procedures to reverse an incorrect authorization?
4. Describe the monitoring and notification process if a transmission fails.
5. Outline the security measures in place for the protection of data transmitted for processing.
6. Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, please indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
7. What are your daily workflow deadlines and when are funds credited to a merchant's account?
8. Can gross settlements be credited to the bank account daily? Can discounts and interchange fees be settled the subsequent month with a separate invoice?

Merchant Credit Card Processing Capabilities

9. Can you provide next day settlement for Visa, MasterCard, AMEX and Discover network transactions?
10. What is the latest time that sales transactions can be transmitted to meet these settlement times?
11. How is settlement made by your organization (direct account debit, ACH, or invoice)? Please provide details.
12. Please describe how settlement amounts will be listed on the bank statement. Will they appear as one lump sum (meaning one amount for Visa, MasterCard, and Discover, one amount for AMEX)?
13. Describe how you support BIN (Bank Information Number) file management to differentiate between debit card and credit card transactions.

14. Describe your process to ensure that transactions qualify for the lowest interchange category.
15. Describe your procedures to correct duplicate transactions.
16. Describe any limitations on the number of files/transactions:
 - a. Number of transactions contained in a batch?
 - b. Number of files transmitted daily?
17. Are credit card charge backs or other debit adjustments netted from daily proceeds, or are they debited separately? Please describe your chargeback process in detail.
18. Describe the firm's overall pricing structure. Is the firm offering a fixed cost plus surcharge fee or an interchange plus fee? Complete the cost of services form on page 23 and add other unspecified costs required.
19. List and define transaction fees for authorization, settlement, network, communications and any other fees within your response. Complete the cost of services form on page 23 and include any one-time or set up charges, research fees and include all other fees or charges that will or could be charged (e.g., interchange rates, regular and ad hoc reporting costs). The City of York will not be obligated to pay for any fees not specified in the proposal.
20. Detail any change in associate fees (Visa and MC) that would be charged through the program from the published interchange rates of these companies.

Online Information Reporting Services

21. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.
22. Are reports or other information available via the Internet, PC access, or other online method?
23. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
 - a) Standard reports (transaction reports, funding reports, etc.)
 - b) Special reporting capabilities
 - c) Level of detail available
 - d) Retrieval capabilities

- e) Imaging capabilities
 - f) Reporting frequency
24. Does your firm have the capability of providing reports segregated by each city department for 12 months? Please describe in detail.
 25. If multiple merchant numbers are used describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant “roll up” specified groups for reporting independent of other groups?
 26. Do reports include AMEX and Discover transactions for reconciliation and research purposes?
 27. Is your online information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, please identify the third party. Are improvement and changes to the service controlled by the bank or a third party?
 28. Can your firm provide a download of historical information regarding transactions, refunds, and charge backs maintained in a database for access by the merchant? If so, what access method is available? Please describe in detail.
 29. How many business days of transaction data is stored on the reporting system and available for the customer to access?
 30. Describe your capability to store and retrieve transaction information, including signatures for bank card transactions? Provide details.
 31. Describe the daily and/or monthly reconciliation reports available.
 32. Describe your company’s capability to track credit card transactions for each City department, creating an audit trail to be used by system administrators or supervisors.

Card Acceptance/Interface Processing

33. Describe the hardware necessary for acceptance of credit and debit cards (a) with card present, (b) when card not present, (c) via e-Commerce (internet), and (d) pin-based debit.
34. Does the firm provide the equipment on a lease or purchase basis? Do you offer an equipment maintenance plan? If so, what is the turnaround time and costs involved?
35. Describe in detail how your firm can process transactions from various gateways.

Provide a list of all payment gateways supported and address all fees for setup, monthly recurring charges and per transactions fees on the Cost of Services Form.

36. Describe the process to add additional third party gateways.

Third-Party Processing

37. Explain your company's role; are you an acquirer, processor, other?

38. Do you rely on third parties to process your merchant credit card transactions? If so, explain and provide the years of service you have been doing business with them and describe your relationship with your third party processor.

39. Describe in detail how your services are integrated with third party software, websites and gateways.

40. Identify your payment gateway provider and the number of years you have had a relationship with them.

Statutory/Regulatory or Card Association Rules

41. Do you foresee any statutory, regulatory, or card association rule modifications that will change the merchant credit card processing industry?

42. What is your firm's approach on providing input into policy rules or regulatory changes related to credit and debit cards? What have been the results of your activity?

Payment Card Industry Data Security Standards

43. Describe your PCI-DSS compliance status and program.

44. How do you maintain your compliance with the PCI standards?

45. Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.

46. What is your role in supporting merchant PCI compliance and how do you help a merchant like The City of York maintain its compliance?

Alternative Payment Services

47. Discuss optional and alternative payment services that you believe may help The City of York expand merchant credit card payment options for its departments?

A few alternative payment options that are of interest are:

a) Mobile Payments

1. Does your mobile reporting service work on the iPhone, Android Phones and/or Blackberry Phone or other devices?
2. What software (names and version numbers) is required to use your mobile reporting services?
3. How many customers do you have using your mobile merchant card processing product? How many transactions are you processing monthly? How many dollars are processed monthly?

b) Contactless Payment Cards/Wallet Solutions i.e. MasterCard PayPass.

c) Marketing and promotion campaigns to increase adoption of merchant credit card payments.

Implementation

48. Provide a detailed description of the implementation process, including testing and a suggested Implementation Schedule. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.
49. Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
50. Describe support provided after implementation.

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

CITY INFORMATION

An executed Non-Collusion Affidavit and Non Discrimination Statement, as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

EVALUATION OF PROPOSALS

The award may or may not be made to the company submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Company's qualifications, personnel and organization strengths and achievements.
- B. Experience with similar work, supply references.
- C. Interview with key personnel (optional).
- D. Time schedule and costs.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of York. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be submitted via email with the subject line "Credit Card Processing Services RFP Question" to mdoweary@yorkcity.org. Questions to be given consideration must be received in writing prior to 10:00 AM on Friday, March 3, 2017. Direct inquiries to:

Michael Doweary, Business Administrator
City of York
101 S. George Street
York, PA 17401
FAX (717) 815-0494
mdoweary@yorkcity.org

Any and all such interpretation will be answered and posted online for the proposers to review no later than 2:00 PM on Friday, March 17, 2017. Addendums to the RFP may occur and will be available at www.yorkcity.org. Bidders are responsible for staying up to date on any addendums and should confirm that their bid is in compliance with any addendums prior to submitting their bid.

Additionally, the City prohibits communications initiated by a proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Consultant agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination”, 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the City of York through contracts with outside contractors.

2. The Consultant shall be responsible for and agrees to indemnify and hold harmless the City of York from all losses, damages, expenses claims, demands, suits and actions brought by any party against the City of York as a result of the Consultants’ failure to comply with the provisions of paragraph 1, above.

COST OF SERVICES FORM

Based on the projected monthly volumes show below, please provide a monthly schedule of fees for City of York card processing. As actual data was not available to City of York, for bidding purposes volume and transaction data have been estimated. Please add additional space for any fees not listed.

SERVICE	VOLUMES	SALES	COSTS
TRANSACTIONS			
Visa	6,333	\$ 220,738.84	
MasterCard	1,302	\$ 38,459.77	
Discover	198	\$ 4,526.23	
American Express	237	\$ 963.00	
Total Transactions	8,070	\$ 264,687.84	
AUTHORIZATIONS			
Visa	6,333	\$ 220,738.84	
MasterCard	1,302	\$ 38,459.77	
Discover	198	\$ 4,526.23	
American Express	237	\$ 963.00	
Total Authorizations	8,070	\$ 264,687.84	
ONLINE			
Visa	1,420	\$ 122,878.52	
MasterCard	165	\$ 39,691.41	
Discover	53	\$ 6,611.72	
Pinless Debit Card	67	\$ 6,897.55	
E-Check	425		
Total Online		\$ 176,079.20	
MISCELLANEOUS			
Online Reporting (daily)			
Computer programming (hourly)			
Terminal Supplies			
Setup Fee			
Monthly Maintenance			
Monthly Minimum Discount			
Chargeback Fee			
Online Access Fee			
E-Check Return Fee			
Wireless Fee			
Wireless Authorization Fee			
Near Field Communication Fee			
Other:			
Other:			
TOTAL MONTHLY FEE:			

It is assumed that City of York will be able to create ad hoc reports via the vendor's on-line reporting system, and that this service is priced on a monthly access basis.

It is assumed that some programming may be required during the term of this contract. Please provide the hourly programming rate, and also indicate if City of York will be charged for any contract start-up pricing.

I hereby attest that my organization has the means to provide the services described in the RFP and in our proposal.

Vendor Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____