

BOROUGH OF FANWOOD
75 North Martine Ave, Fanwood, NJ 07023
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Pat Hoynes
Purchasing Agent

2016 SPECIFICATIONS
FOR THE FURNISHING AND DELIVERY OF
ELECTRONIC CREDIT / DEBIT CARD & PAYMENT CARD SERVICE

The Borough of Fanwood is seeking an experienced credit card services vendor to provide credit/debit payment services and submit a proposal for required services.

Detailed pricing shall be written on this sheet and returned to this office **by January 10, 2017**. A detailed proposal should be attached.

- 1. SCOPE:**
For furnishing electronic credit/debit card payment services to include credit verifications and ticket transaction services as described in the contract documents, specifications, and proposal sheet.

- 2. APPLICATION:**
The Borough of Fanwood requires an electronic credit / debit payment service whereby the holders of certain valid credit / debit cards may pay court fines and other Borough fees, subject to the credit / debit card cardholder's available credit limit, for programs and services offered by the Borough of Fanwood and the successful vendor will purchase the debt resulting therefrom, or transfer of funds, providing the transaction complies with the contract documents, specifications and proposal page.

- 3. CONTRACT ADMINISTRATION:**
Questions concerning this Request For Quote should be directed to Pat Hoynes, Purchasing Agent, telephone number (908) 322-8236 x 121, fax number (908) 322-7178, e-mail phoynes@fanwoodnj.org Monday through Friday, 8 am to 4pm.

- 4. VENDOR QUALIFICATIONS:**

- 4.1 All vendors must be engaged in providing the services as outlined in these specifications.
- 4.2 All vendors shall have a record of having provided this service requirement.
- 4.3 Vendors must possess appropriate state and local licenses, where applicable.
- 4.4 The vendor personnel and management to be utilized in this service shall be knowledgeable in this area of expertise. The Borough of Fanwood reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
- 4.5 All vendors must be currently engaged in the business of electronic credit / debit card services and must have been engaged in this field for a period of no less than three (3) years.
- 4.6 All vendors shall have an established business office located within 50 miles from the Borough of Fanwood, 75 North Martine Ave, Fanwood, NJ 07023. Vendor shall have a customer service representative responsible for the administration of this account. The Representative must be available to respond to our site included in this contract for the purpose of resolving problems with processing and / or with processing equipment. On site service to be within four (4) hours of notifications by the Borough of Fanwood. Actual response to be conducted between the hours of 8 am and 4 pm.

5. CONTRACT PERIOD:

- 5.1 This is a contract for three (3) years commencing on or about **March 1, 2017** with a renewal option for two (2) additional years in one (1) year increments, exercisable at the sole discretion of the Borough of Fanwood.
- 5.2 In the event the Borough of Fanwood exercises its option to renew this contract beyond the initial one (1) year period, the (Card service rate and transaction fee) for each renewal term shall be the same as year one of the contract. Interchange adjustments made by Visa and Master Card may be passed on to the Borough of Fanwood. Contractor must substantiate adjustments by providing documentation from Visa and Master Card.
- 5.3 The Borough of Fanwood shall provide written notice of its intent to exercise its renewal option 60 days prior to the anniversary date of the contract.

6. PRICING:

All fees, charges and rates as noted on proposal page shall remain firm against any increase for the duration of the contract (Exception as noted under section 5.2 of this specification.)

7. INDEMNITY:

If a contract is awarded, the successful vendor will be required to indemnify and hold the Borough of Fanwood harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of any person arising out of or attributable to the vendor's performance of the contract awarded.

8. COORDINATION:

- 8.1 After contract award, all coordination for services required will be with the Borough of Fanwood, Purchasing Agent, Pat Hoynes. She may be reached at telephone number (908) 322-8236 x 121
- 8.2 Vendor shall designate a project manager and all coordination between the Borough of Fanwood and the successful vendor shall be the responsibility of the two respective Project Managers.

9. SUBMISSION OF PROPOSAL DOCUMENTS:

This invitation to submit a proposal requires the return of all documents that are marked for return, including, but not limited to, Proposal Pages, Affidavit/Signature Page, and any exceptions the vendor may take on company letterhead. Failure to return the required documents may be cause for rejection.

Proposal MUST be submitted no later than close of business **Tuesday, January 10, 2017**

10. EVALUATION OF PROPOSALS:

- 10.1 Evaluation Committee: The Borough of Fanwood may establish an evaluation committee to evaluate and score the proposals submitted by the vendors.
- 10.2 Evaluation Criteria: The contract will be awarded to the vendor that best meets the Borough of Fanwood's needs. The following criteria shall be used for evaluating the proposals under the Competitive Contracting process:

A. Technical Criteria:

- Does the vendor utilize software that can accurately track and report on accounts?
- Does the vendor utilize software which will provide the Borough of Fanwood and its personnel with access to monitor the status of accounts?
- What is the level of security utilized by the vendor to insure that the information pertaining to the accounts are protected from unauthorized access?
- Does the vendor's plan of implementation sufficiently meet the requirements set forth in this document?
- Does the vendor's plan of implementation comply with all federal, state and local laws, rules, and ordinances?
- Does the vendor provide the best and most effective manner in which to collect and report credit payments on behalf of the Borough of Fanwood?

B. Management Criteria:

- Does the vendor's prior experience reflect the type of services required under this RFP?
- Does the vendor employ personnel with the qualifications, experience and knowledge to effectively perform the services required under this RFP?
- Do the vendor's references provide positive testimony regarding the vendor's abilities and qualifications?
- Does the vendor have a history of violating federal law?

C. Cost Criteria:

- Does the vendor's cost proposal provide the best economic advantage to the Borough of Fanwood?
- Will the vendor's cost proposal result in an excessive Administrative Fee which may affect the likelihood of the public's willingness to use the service?

Please attach your response

11. METHOD OF AWARD:

The Borough of Fanwood intends to make award to the lowest responsive, responsible vendor meeting the specifications for the Total Proposal. For purposes of determining the lowest responsive, responsible vendor, the Borough of Fanwood also may consider start up time (including hardware and program activation time.) Award to be based on a total evaluation of all costs as listed on the proposal page and to evaluate other factors such as customer service, support functions, card service fees and equipment rental, etc.

12. PAYMENT:

The successful vendor shall be reimbursed for monthly services performed under the contract by multiplying the Borough of Fanwood's month's gross charges times the vendor's card service fees and transaction fees for each merchant account and debiting the Borough of Fanwood's account or billing for the total amount due. This transaction will take place during the first week of the month for the preceding month's activity. Vendor, may also be reimbursed for equipment and service listed below (1 through 7):

1. Equipment Rental
2. Transactions Fee
3. Monthly Statement Fee
4. Charge Back Handling Fee
5. Applications Fee
6. Set-up Fee
7. Any Additional Charges

13. EXCEPTIONS:

The vendor shall furnish a statement on company letterhead giving a complete description of all exceptions, if any, to the terms, conditions and specifications. Failure to furnish this statement will mean that the vendor agrees to meet all requirements of the Request for Proposal.

14. TERMINATION:

14.1 Termination for Convenience: The Borough of Fanwood may terminate this contract in whole or In part, whenever the Borough of Fanwood determines that such termination is in the best interest of the Borough of Fanwood, without showing cause, upon giving ten (10) days written notice to vendor. The Borough of Fanwood shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid an amount which exceeds the price proposed for the work performed. The vendor shall not be reimbursed

for any profits which may have been anticipated but which have not been earned up to the date of termination.

14.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the Borough of Fanwood may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Borough of Fanwood. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the Borough in procuring another vendor and completing the work.

15. **AVAILABILITY OF FUNDS:**

The contractual obligation of the Borough of Fanwood under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

16. **INTERPRETATION:**

The contract resulting from this proposal shall be construed pursuant to the substantive and procedural laws of the State of New Jersey.

17. **NON-ASSIGNMENT OF CONTRACT:**

The vendor shall not assign the contract, or any portion thereof, without prior approval of to the Borough of Fanwood, which approval shall not be unreasonably withheld.

18. **DELIVERY / INSTALLATION:**

18.1 Equipment required to provide the credit / debit card payment service shall be delivered and installed at: 75 North Martine Avenue, Fanwood, NJ 07023. Additional sites may be added at a later date.

18.2 A minimum 24 hour notification of delivery and installation of equipment shall be given to Pat Hoynes Borough of Fanwood, 75 N. Martine Avenue, Fanwood, New Jersey, 07023.

19. **SPECIFICATIONS:**

19.1 The successful vendor shall provide a complete electronic credit / debit card payment service including credit verification and ticket transaction services to the Borough of Fanwood.

19.2 Please list which debit card service shall be available to credit cardholders.

19.3 Unity Bank is the Borough of Fanwood's banking services bank for credit card accounts. The successful vendor shall be required to use Unity Bank, 222 South Avenue, Scotch Plains, NJ 07076

- 19.4 All vendors shall describe, on company letterhead, the process and mechanism for remitting credit card receipts to the Borough of Fanwood's bank.
- 19.5 All credit card receipts shall be deposited to the Borough of Fanwood's bank within 2 days or less (excluding Saturdays, Sundays and bank holidays) from the sales transaction date.

- a. The electronic credit / debit card payment service shall include: merchant accounts for:

The Borough of Fanwood Municipal Court,
The Borough of Fanwood Tax Office and,
The Borough of Fanwood

- i. Utilization of electronic data capture technology for authorization and deposit of all VISA and MasterCard transactions.
 - ii. The successful vendor shall submit its card source rate and transaction fee for processing each individual transaction, to include credit card, debit card and imprinter.
 - iii. The successful vendor shall identify and submit with the bid all other applicable fees including, but not limited to, Application / Set Up Fee, Annual Fee, Monthly Minimum Billing Fee and Chargeback Handling Fee.
- b. REPORTS : The successful vendor shall provide, to the Borough of Fanwood, merchant statements for each of our merchant accounts at least monthly.
- c. SERVICES:
- i. The successful vendor shall provide, at no cost to the Borough of Fanwood, on-site group training sessions as may be required by the Borough of Fanwood on authorization and data capture terminal operations as well as point of sale procedures for credit / debit cards.
 - ii. The successful vendor shall provide, at no cost to the Borough of Fanwood, and within 24 hours' notification by the Borough of Fanwood, on-site technical service as may be required in the event of operational difficulties related to transmission (batch or otherwise) of daily transactions terminal operation. The successful vendor must have the expertise to identify the problem source and recommend problem resolution.
 - iii. OPERATING SUPPLIES: The successful vendor shall provide, at no cost to the Borough of Fanwood all point-of-sale supplies to include, but not limited to sales drafts, credit vouchers, sales tapes, etc.
 - iv. EQUIPMENT TO BE SUPPLIED: The successful vendor shall furnish the equipment necessary to provide the electronic credit / debit payment services as specified. Vendor shall indicate on the proposal page the monthly rental price of each piece of equipment listed. Price to include complete maintenance of equipment. Periodically, during the period of the contract the Borough of Fanwood may need additional equipment for special events or functions. Vendor agrees, that during the period of the contract to update existing equipment to insure that the Borough of Fanwood has the latest equipment available.
 - v. EQUIPMENT REQUIRED:

- (3) Transaction Terminals
- (3) Printer
- (3) Debit Card Key Card
- (1) Imprinter

vi. LOCATION OF EQUIPMENT:

Borough of Fanwood
75 N. Martine Avenue
Fanwood, NJ 07023

PROPOSAL

Submitted By: _____
(Company Name)

**FURNISHING AND DELIVERY OF
ELECTRONIC CREDIT / DEBIT CARD PAYMENT SERVICE**

To: Pat Hoynes, Purchasing Agent
Borough of Fanwood
75 N. Martine Avenue
Fanwood, NJ 07023

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various bid documents, at the following price:

A. Card Service Rate:

Merchant Account (Walk-in / Card Present):

Master Card _____%

VISA _____%

Merchant Account (Mail Order / Telephone):

Master Card _____%

VISA _____%

B. Transaction Fee (If Applicable):

Merchant Account (Walk-in / Card Present)

Master Card \$ _____

VISA \$ _____

Debit Card \$ _____

Merchant Account (Mail Order / Telephone):

Master Card \$ _____

VISA \$ _____

C. Other Fees (If Applicable per Merchant Account):

Application / Set Up Fee: \$ _____

Annual Fee: \$ _____

Monthly Minimum Billing Fee: \$ _____

Chargeback Handling Fee: \$ _____

Monthly Statement Fee: \$ _____

Other (Explain): _____

D. All credit card receipts shall be deposited to the Borough of Fanwood's bank within 2 days or less (Excluding Saturdays, Sundays and Bank Holidays) from the sale transaction date.

_____ YES

_____ NO

E. Itemized Equipment Price List (Including Installation & Maintenance of Equipment):

<u>Description</u>	<u>Lease Price / Month</u>
Terminal	\$ _____
Printer	\$ _____
Imprinter	\$ _____
Debit Card Pin Pad	\$ _____
Combination: Termination, Printer, Pin Pad	\$ _____
Other:	\$ _____

F. Start Up Time (Including Hardware and Program Activation Time) from date of contract award
_____ calendar days.

G. Contactor's Project Manager: _____
(Print or Type Name)

Telephone Number : _____

- H. Any alterations in figures on this form must be initiated in ink by person(s) signing the proposal.
- I. Any alterations to figures on this form must be initialed in ink by persons signing the proposal.
- J. Borough of Fanwood is exempt from all local, state and federal taxes, and prices stipulated by the proposer are considered maximum and are not subject to any increase due to taxes or any other cause or reason.

VARIANCE: _____

PROPOSAL OF: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ TELEPHONE: _____

FAX# _____